TRADING MEMBER TERMS AND CONDITIONS OF MARGIN TRADING FACILITY (MTF)

1. General Information:

1.1 "MTF" means Margin Trading Facility in accordance with SEBI circular no. CIR/MRD/DP/54/2017 dated June 13, 2017 and the circulars relating to MTF issued by the respective Stock Exchanges on time to time basis.

1.2 BP Equities Pvt. Ltd. is desirous of extending MTF to its clients and has obtained prior permission from BSE and NSE for providing MTF to the clients. The Exchanges have the right to withdraw the permission at anytime for sufficient reasons and in such situation, the facility of the client shall also be terminated.

1.3 The MTF facility shall be subject to terms and conditions as specified by the Stock Exchanges / SEBI from time to time and as mutually agreed by and between BP Equities Pvt. Ltd. and you.

1.4 Equity Shares that are classified as 'Group I Security" by SEBI / Exchanges only shall be eligible for MTF.

1.5 The stocks deposited as margin collateral and funded stock shall be identifiable separately and no comingling shall be permitted for the purpose of computing funding amount.

1.6 In order to avail of margin facility, the minimum initial margin required to be provided by the Clients, as prescribed by SEBI/Stock Exchanges, is as under:

(i) VaR + 3 times of applicable ELM in case of F & O Stocks (i.e., stocks available for trading in the F&O Segment.

(ii) VaR + 5 times of applicable ELM in case of stocks other than F & O Stocks. VaR and ELM shall mean VaR and ELM as applicable to respective stocks in the cash segment.

1.7 Applicable minimum initial margin, increased margin, margin shortfall, if any, can be paid in the form of cash, cash equivalent, or Group I equity shares with appropriate hair cut as specified in SEBI Circular or Exchange Circulars issued on time to time basis.

1.8 The margin trading arrangement between BP Equities Pvt. Ltd. and you will stand terminated; if the Stock Exchange/s or SEBI, for any reason, withdraws the MTF approval given to BP Equities Pvt. Ltd. or if BP Equities Pvt. Ltd. surrenders the facility or BP Equities Pvt. Ltd. ceases to be a member of the stock exchange.

1.9 If the transaction is entered under MTF, there will not be any further confirmation that it is margin trading transaction other than contract note.

1.10 Interest will be charged on the average debit balance at a rate of **18% p.a.** on a fortnightly basis. Your sanctioned limit will be **Rs.15,00,000/-** (in figures) & **Fifteen lakhs** only (in words)

1.11 All the trades in Group I securities that are approved by BP Equities Pvt. Ltd. from time to time should be treated as MTF trade till the time you specifically instruct them to be treated a trade as Normal trade.

1.12 This Rights and Obligation given hereunder comprises the terms and conditions applicable to MTF and BP Equities Pvt. Ltd. and clients shall abide by the same and any other requirements of the margin trading framework, including other rights and obligations, if any, prescribed by the Stock Exchange/ SEBI/ BP EQUITIES PVT. LTD. from time to time.

2. Clients Obligations:

2.1 Avail Margin Trading Facility (MTF) in accordance with the terms and conditions of MTF offered by BP Equities Pvt. Ltd.

2.2 Give consent to further the Terms and Conditions herein through email / SMS from his email id / mobile number registered with BP Equities Pvt. Ltd. or by online mode by logging-in on the website of BP Equities Pvt. Ltd. in a secured manner or by physical mode.

2.3 Pay interest at the rate agreed under the terms and conditions at the time of opening the client's account and/or modified and communicated from time to time by BP Equities Pvt. Ltd.

2.4 Client shall be required to provide the minimum initial margin as applicable for a particular stock to buy that stock under MTF. The margin shall never be lower than that prescribed by the Stock Exchange/SEBI.

2.5 Where client has exposure in the stock in respect of which margin has been revised but does not already have sufficient credit in the account to meet increase in margin, Client shall pay margin found short within the time prescribed for making margin payment but in any case not later than one working day after to the day of intimation.

2.6 Applicable minimum initial margin and increased margin, if any, shall be kept supplied at all times by the clients in respect of the stocks purchased under the MTF. Client shall pay any shortage in the required margin immediately on receiving demand (margin call) and in any case not later than one working day after the day of making the margin call.

2.7 Accept all types of communications including order / trade confirmation, revision in margin, margin calls / decision to liquidate the position / security / collateral, margin statements, margin policies on haircuts / VAR margin, risk management policies, rights & obligations, allowable exposure, specific stock exposure etc. shall be sent to you by any of the modes selected in activation request letter for MTF.

2.8 All MTF funded stock and collaterals shall have a primary lien of BP Equities Pvt. Ltd. and no other charge can be registered against such securities without the express permission of BP Equities Pvt. Ltd. in writing.

2.9 The client authorizes BP Equities Pvt. Ltd. to retain and/or pledge the shares purchased under MTF (funded shares) and collateral shares provided as margin till the amount due in respect all the dues is paid in full by the Client.

3. Clients Rights:

3.1 Client shall have the right to change collateral securities provided under the MTF with other collateral securities provided that such other collateral securities are approved and sufficient to meet the margin required.

3.2 Client may terminate the MTF account after paying all dues in the MTF account.

3.3 Lodge protest or disagreement with any transaction done under MTF within 7 days from the date of receipt of such document / statements / contract notes/ any other communications.

4. Broker Rights:

4.1 BP EQUITIES PVT. LTD., at its discretion, may not provide funding under MTF to certain equity shares though it is classified to be “Group I Security” by SEBI.

4.2 BP Equities Pvt. Ltd. at all times shall have the liberty to exercise its right in its sole discretion to determine the extent to which the MTF may be allowed to the Client. Limit shall be intimated upfront and may be modified whenever situation warrants.

4.3 BP Equities Pvt. Ltd. shall have the right to demand a higher initial margin than the margin prescribed by SEBI/Stock Exchanges. In exceptional circumstances rates of Margin can be changed or security may be removed from approved list with immediate effect.

4.4 In case of extreme volatility in the market, BP EQUITIES PVT. LTD. may demand payment of margin forthwith and prescribed time for making margin payment shall be construed accordingly. Decision of BP EQUITIES PVT. LTD. in relation to market volatility shall be final and binding without BP EQUITIES PVT. LTD. having to provide any reason for the decision to the Client.

4.5 BP EQUITIES PVT. LTD. reserves the right to withdraw MTF with respect to any Client without assigning any reason after giving a reasonable notice of 30 days to the Client in which case dues if any outstanding in the account of the Client shall become payable immediately. Failure to make payment of the outstanding dues shall result in liquidation of collateral and/or funded shares held in Client’s account.

4.6 BP EQUITIES PVT. LTD. may at its option allow client to buy further shares under MTF on the basis of increase in the value of collateral shares, subject to applicable haircut. Further purchase shall not be permitted on the basis of increase in the market value of funded shares till the time the same is permitted by SEBI or Exchanges.

4.7 Securities held in your demat account may be transferred using the POA furnished to BP Equities Pvt. Ltd. to meet the margin obligations under MTF from time to time.

4.8 Until full payment of the outstanding dues in the MTF A/c is made by the Client, collateral shares and funded shares, as far as may be required, shall be retained in the Demat A/c of BP EQUITIES PVT. LTD., separately identified as collateral shares and funded shares.

5. Broker Obligations:

5.1 BP Equities Pvt. Ltd. will inform immediately to its clients about any withdrawal of MTF by any Exchange or SEBI.

5.2 BP EQUITIES PVT. LTD. shall not use the funds and securities of one client to provide MTF to another client, even on the authority of the client.

5.3 BP EQUITIES PVT. LTD. shall maintain separate ledgers for funds and securities of the client availing of MTF.

5.4 Daily margin statement sent to the MTF clients shall identify margin/collateral for MTF transaction separately.

5.5 MTF account where there is no transaction under MTF for more than 90 days shall be settled immediately on expiry of said 90 days provided there are no dues outstanding in the MTF account. Dues if any outstanding in the normal trading account shall be first adjusted against the settlement amount and the remainder shall be paid to the Client.

5.6 In case the client determines to convert a normal trade into MTF after the issuance of contract note, BP EQUITIES PVT. LTD. shall issue appropriate records to communicate to the Client, the change in status of transaction from Normal to Margin trading and should include information like the original contract number and the margin statement and the changed data.

5.7 Whenever securities are liquidated by BP EQUITIES PVT. LTD., the contract note issued for such margin call related transactions shall carry an asterisk or identifier that the transaction has arisen out of margin call.

5.8 BP EQUITIES PVT. LTD. shall declare and communicate to the Client risk management policies that it will follow with respect to MTF transactions. BP EQUITIES PVT. LTD. may amend the policies from time to time according to its risk perceptions and inform the Clients of the amendments made by publishing the same on company website i.e. www.bpwealth.com. The terms and conditions and amendments made by BP EQUITIES PVT. LTD. from time to time will also available on company's website www.bpwealth.com.

5.9 Any modifications to the terms and conditions, other than those prescribed by SEBI/Stock Exchanges, shall be displayed on BP EQUITIES PVT. LTD. website i.e. www.bpwealth.com.

6. Liquidation Terms:

6.1 BP EQUITIES PVT. LTD. may immediately without any notice liquidate the security / collateral and or close out the position in the happening of the following events:

6.2 if any instrument for payment of Margin Money / Monies is / are dishonoured;

6.3 if the Client violates/breach any provision of this Arrangement or provides any incorrect or misleading information;

6.4 if the Client has voluntarily or compulsorily become the subject of any proceedings under any bankruptcy or insolvency law or winding up or liquidation proceedings or has a receiver or liquidator appointed in respect of itself or its assets or makes an application or refers itself to any authority for being declared as a "sick company", relief undertaking, bankrupt or insolvent or seeking financial reconstruction or any other like scheme (by whatever name called) or is dissolved or there is a change in the constitution whether on account of the admission of a new partner or the retirement, death or insolvency of any partner or otherwise;

6.5 if the Client is convicted under any criminal law in force;

6.6 if any Asset or any Security is seized or made subject to any distress, execution, attachment, injunction or other process order or proceeding or is detained or taken into custody for any reason;

6.7 default under any other arrangement or facility with any Stock Broker is made by the Client.

6.8 there exists any other circumstance, which in the sole opinion of BP EQUITIES PVT. LTD., is prejudicial to the interests of BP EQUITIES PVT. LTD.

6.9 If a client is debarred by orders of lawful authority from trading in the securities market, BP EQUITIES PVT. LTD. shall liquidate collateral and funded shares of the client to recover its dues to the full extent forthwith.

6.10 Client shall pay any shortage in the required margin immediately on receiving demand (margin call) on working day following the day of making the margin call failing which BP EQUITIES PVT. LTD. shall be at liberty to liquidate the funded shares and/or collateral shares to recover the dues outstanding in the account of the Clients.

6.11 If required margin is not provided within the prescribed time, Client shall be treated as client in margin default. BP Equities shall have the absolute discretion to sell any stock from the funded position or collaterals to make good the margin shortage.

6.12 Client in margin default shall continue to be in margin default, until the required margin is furnished in full to eliminate the shortage. Partial payment of margin or a change in the required margin shall not extend the time stipulated for making margin payment which will run from the time of making margin call to the Client.

6.13 In case where the value of funded stocks and collateral reduces, resulting in erosion of value of shares to an extent where the available margin become less than the VAR margin applicable on such stocks, BP Equities may liquidate the collaterals and funded stocks without any prior intimation.

6.14 BP Equities Pvt. Ltd. my at its discretion change the list of approved stocks for MTF / Collateral and client shall either replace the stock or pay such sum for the stocks removed from Approved list to fulfill its margin obligation within the specified time.

6.15 Any loss arising from liquidation of the shares shall to be account of the Client. Client shall forthwith pay BP EQUITIES PVT. LTD. any unpaid dues outstanding in the account after liquidation of the shares. All losses and financial charges on account of such liquidation/closing out shall be charged to and borne by the client.

7. Other Terms:

7.1 Any disputes arising between the client and the stock broker in connection with the margin trading facility shall have the same treatment as normal trades and should be covered under the investor grievance redressal mechanism, arbitration mechanism of the stock exchange.

7.2 SGF and IPF shall be available for transactions done on the exchange, whether through normal or margin trading facility. However, any losses suffered in connection with the margin trading facility availed by the client from the stock broker shall not be covered under IPF.

7.3 Shares given by Client towards collateral under MTF will not be available to meet any other obligation (For Example: F&O Margin requirement obligation).

Note: The Rights and Obligations prescribed hereinabove shall be read in conjunction with the rights and obligations as prescribed under SEBI Circular No. CIR/MRD/DP/54/2017 Dtd. June 13, 2017, the Circulars relating to MTF issued by the respective Stock Exchanges, any modifications thereto from time to time and the Policies and Procedures prescribed by BP EQUITIES PVT. LTD. and the terms and conditions of client's agreement with BP EQUITIES PVT. LTD. In case of any inconsistencies between the Rights and Obligations herein and the provisions in the aforesaid SEBI and/or Stock Exchange Circulars, the later shall prevail to the extent of such inconsistencies.

I/We confirm having read/been explained and understood the contents of the documents on Margin Trading Funding. I/We do hereby agree to be bound by such provisions as outlined in these documents. I/We have also been informed that the standard set of documents has been displayed for information on www.bpwealth.com, if any.