**AGREEMENT FOR MARGING TRADING FUNDING**

THIS AGREEMENT is made on this \_\_\_\_\_\_\_\_day of \_\_\_\_\_\_\_\_, 2021 at Kolkata

Between,

M/s. Eureka Stock & Share Broking Services Ltd., a company incorporated under the Companies Act 1956, having its registered office is at 1101, Merlin Infinite, DN 51, Salt Lake, Sector-V, Kolkata- 700091, (hereinafter referred to as ESSBSL) which expression shall, unless repugnant to the meaning or context thereof, be deemed to mean and include its successors and assigns, of the ONE PART;

And

Mr./Ms./M/s. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ , bearing Unique client code \_\_\_\_\_\_\_\_\_\_\_\_\_, having its permanent/residential/office address at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter referred to as the “Client” which expression shall, unless repugnant to the context or meaning thereof be deemed to include his/her/its heirs and/or legal representatives and/or successors and/or executors and/or permitted assignees and/or administrators and/or successors in business) of the OTHER PART

Whereas

1. ESSBSL is engaged, inter alia, in the business of stock broking and is a Trading Member of National Stock Exchange, Bombay Stock Exchange, Metropolitan Stock Exchange, Multi Commodity Exchange and National Commodity & Derivatives Exchange with SEBI registration Number INZ000169839.
2. ESSBSL is engaged in providing Margin Trading Facility (hereinafter referred to as MTF), as described hereinafter, to those clients who are registered with it as client for availing Stock Broking Services and have also entered into an agreement for availing of the Margin Trading Facility.
3. The Client is registered with ESSBSL as a client for stock broking services and is desirous of availing Margin Trading Facility, and has approached ESSBSL with that request.
4. Upon the request of the Client, ESSBSL has agreed to provide the said facility to the client subject to the terms and conditions contained in this Agreement.

**NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN ESSBSL AND CLIENT AS UNDER:**

1. **Definitions:**
2. **Margin trading facility or MTF** means and refers to the facility pursuant to which part of the transaction value due to the Stock Exchange, at the time of purchase of Shares, shall be paid by ESBBSL on behalf of the Client on Client’s request, on such terms and conditions as contained in this Agreement.
3. **Funded Security** means the Securities for which the Client has approached ESSBSL for funding and ESBBSL has met the pay-in obligation on behalf of the client.
4. **Collateral** means the sum of monies deposited by the client to ESSBSL and securities pledged by the client to ESSBSL towards margin requirement as specified by ESSBSL from time to time.
5. **Collateral Security** means Client Securities pledged as Collateral with ESSBSL as security against margin funding facility availed by the client.
6. **Margin limit** is the maximum amount of the Margin Facility that ESSBSL will grant to the Client in respect of the amount of the Client’s Collateral and Margin Ratio.
7. **Mark to Market Loss or MTM Loss** means the difference between the purchase value of the shares and the marked to market value of these shares.
8. The Margin Facility is granted to the client in accordance to the provisions set out in this Agreement and the client agrees to use the facility only in connection with the acquisition or holding of securities purchased through ESSBSL.
9. Client shall be granted Margin Facility of such amount based on the collateral deposited by the client from time to time and subject to the overall ceiling limit as may be set by ESSBSL as per its internal risk management policies and within the limit prescribed by SEBI, Exchanges or any regulatory authority.
10. The MTF shall be provided only in respect of such Shares which are part of Group I Securities list prescribed by NSE and as may be decided by ESSBSL from time to time.
11. ESSBSL holds the right to deny margin facility to the client at any point of time even though the client has deposited sufficient margin to ESSBSL. ESSBSL shall not be required to provide any reasons for either granting or refusal thereof nor shall ESSBSL be liable for any damages (whether direct or consequential or whether financial or non-financial) to the Client by reason of it refusing to grant the MTF Facility to the Client.
12. For so long as there exists any indebtedness to ESSBSL on the part of the Client, ESSBSL shall be entitled at any time and from time to time to refuse any withdrawal of any or all of the Collateral and credits in the trading account of the client and the Client shall not without the prior consent of ESSBSL be entitled to withdraw any Collateral or credit balance in part or in whole from the Trading Account ledger. All amounts (less brokerage and other proper charges) received by ESSBSL for or on account of the Client from the sale of Securities shall firstly be paid to the credit of the Margin Account towards the repayment of any amount outstanding under the Margin Facilities.
13. The margin facility shall carry interest at \_\_\_\_% per annum compounded quarterly and payable/ debited weekly or upto the tenure of funding associated with the particular security.
14. The Client shall be free to take the delivery of the Share at any time by repaying the amounts that was paid by ESSBSL to the Stock Exchange/Clearing Corporation towards Shares, and further paying all such sums of money as may be due towards brokerage, transaction costs and charges, Interest accrued till date on the amount of funding, taxes and other costs towards his transactions. Alternatively, Client may at any time, but not before the delivery of the Shares has been actually received by ESSBSL, choose to sell the Shares on the Stock Exchange by issuing appropriate instructions to ESSBSL.
15. The Client may at his risk as to cost and consequences, choose to sell the Shares prior to receipt of confirmation from the Stock Exchange of delivery of Securities against his Purchase, and in such situation, the Client shall be fully responsible to bear the losses / costs arising due to auctions / closeout by the Stock Exchange, in the event the delivery against purchase fails to materialize.
16. ESSBSL may, at its sole and absolute discretion, revise the limit of initial and/or maintenance margin amount from time to time. The Client agrees and undertakes to abide by such revision, and where there is an upward revision of such margin amount, he agrees to make up the shortfall within such time as ESSBSL may permit, failing which the Client shall be deemed to be in breach of this Agreement.
17. ESSBSL shall make a ‘margin call’ requiring the client to place such Margin Amount as may be specified by ESSBSL with a view to make up for the MTM Loss, If any, in accordance with SEBI requirements.
18. On receipt of ‘margin call’ intimation from ESSBSL, the Client shall make good such deficiency by placing the further Margin Amount, within one day of such intimation, failing which the Client shall be deemed to be in breach of this Agreement.
19. ESSBSL may at its own discretion revoke the pledge and sell the Shares, in the circumstances specified by SEBI and for this purpose, the Client do hereby expressly authorize such sale, and thereafter, the sale proceeds shall be used to meet the client’s obligation towards ESSBSL. ESSBSL may, in its sole discretion, determine which Shares is/are to be sold, and / or which contract(s) is/are to be closed.
20. In the event of Client committing any breach of any terms or condition of this Agreement, ESSBSL shall be entitled to terminate this Agreement forthwith. However, ESSBSL at its option may elect to give notice to the Client of such duration, and extended from time to time, if so decided by ESSBSL, requiring the Client to cure the breach.
21. The Agreement shall stand terminated if the client does not have any outstanding indebtedness for a period of 6 months or has not availed any fresh margin facility for a continuous period of 6 months from the last full and final payment.
22. In the event of termination / determination of this Agreement, the Client shall forthwith settle the dues of ESSBSL. ESSBSL shall be entitled to immediately adjust the Margin Amount against the dues of the Client, and the Client hereby authorizes ESSBSL to make such adjustment.
23. Any surplus arising after adjustments of margin amount against the dues of the client shall be released to the client by ESSBSL after deducting such amount and financial charges charged on account of liquidation or pledge revocation.
24. In the event of failure of the Client to settle the dues of ESSBSL within 5 working days, ESSBSL shall be entitled to enforce its rights and shall be entitled to sell off Shares, and adjust/apply the net sale proceeds thereof in recovery of its dues.
25. Subject to SEBI requirements, any of the terms and conditions of this Agreement may be waived at any time by ESSBSL, but no such waiver shall affect or impair the right of ESSBSL to require observance and performance of any other term or condition hereof and no waiver hereunder shall be considered valid unless made in writing and signed by ESSBSL and no such waiver, or any failure or delay on the part of ESSBSL to exercise any right, power or privilege hereunder shall be deemed a waiver of any subsequent breach of default nor shall any single or partial exercise of any such right, power or privilege preclude any further exercise thereof or the exercise of any other right, power or privilege.
26. The term and condition of this agreement to the grant the MTF Facility and the obligations of the Client as amended from time to time is irrevocable and shall not be revoked by the death/dissolution/ winding up of the Client.
27. All disputes, differences, claims and questions whatsoever arising from this Agreement between the parties and/or their respective representatives touching these presents or any clause or thing herein contained or otherwise in any way relating to or arising from these presents shall be referred to the arbitration mechanism of the stock exchange. Such arbitration shall be conducted in accordance with and subject to the provisions of the Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof for the time being in force and the stock exchange byelaws.

**IN WITNESS WHEREOF** the parties hereto have set their respective hands on the date above-mentioned

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| For **Eureka Stock & Share Broking Services Ltd.**  **Authorised Signatory**  Witnesses:  1.  2. | **Client Name**  **Signature**  Witnesses:  1.  2. |