



POLICIES & PROCEDURE

As per SEBI Circular No : MIRSD/SE/Cir-19/2009 Dated 3rd December, 2009

1. Refusal of orders for penny / illiquid stock

The stock broker may from time to time limit (quantity/value) / refuse orders in one or more securities due to various reasons including market liquidity, value of security(ies), the order being for securities which are not in the permitted list of the stock broker / exchange(s) / SEBI. Provided further that stock broker may require compulsory settlement / advance payment of expected settlement value/ delivery of securities for settlement prior to acceptance / placement of order(s) as well. The client agrees that the losses, if any on account of such refusal or due to delay caused by such limits, shall be borne exclusively by the client alone.

The stock broker may require reconfirmation of orders, which are larger than that specified by the stock broker's risk management, and is also aware that the stock broker has the discretion to reject the execution of such orders based on its risk perception.

2. Setting up client's exposure limits and conditions under which a client may not be allowed to take further position or the broker may close the existing position of a client

The stock broker may from time to time impose and vary limits on the orders that the client can place through the stock broker's trading system (including exposure limits, turnover limits, limits as to the number, value and/or kind of securities in respect of which orders can be placed etc.). The client is aware and agrees that the stock broker may need to vary or reduce the limits or impose new limits urgently on the basis of the stock broker's risk perception and other factors considered relevant by the stock broker including but not limited to limits on account of exchange/ SEBI directions/limits (such as broker level/ market level limits in security specific / volume specific exposures etc.) , and the stock broker may be unable to inform the client of such variation, reduction or imposition in advance. The client agrees that the stock broker shall not be responsible for such variation, reduction or imposition or the client's inability to route any order through the stock broker's trading system on account of any such variation, reduction or imposition of limits. The client further agrees that the stock broker may at any time, at its sole discretion and without prior notice, prohibit or restrict the client's ability to place orders or trade in securities through the stock broker, or it may subject any order placed by the client to a review before its entry into the trading systems and may refuse to execute / allow execution of orders due to but not limited to the reason of lack of margin / securities or the order being outside the limits set by stock broker / exchange/ SEBI and any other reasons which the stock broker may deem appropriate in the circumstances.

a. For Non-Payment or erosion of margins or other amounts, outstanding debts, etc. & adjust the proceeds of such liquidation/ close out if any, against the client's liabilities/obligations.

b. Any order which is executed without the required

margin in the client's account or the broker's exposure is more than 90% and above so no fresh trade will be taken.

c. The client hereby authorizes the stock broker to square-up all his outstanding positions at the discretion of the stock broker, which are not marked for delivery, 15 minutes before the closing time of the normal market or if the client's margin is evaporated by 90% in any of the exchange(s), SKI reserves the right to square off positions.

d. Under certain market conditions, it may be difficult or impossible to liquidate a position in the market at a reasonable price or at all, when there are no outstanding orders either on the buy side or the sell side, or if trading is halted in a security due to any action on account of unusual trading activity or stock hitting circuit filters or any other reason as prescribed or instructed by SEBI.

The client agrees that the losses, if any on account of such refusal or due to delay caused by such review, shall be borne exclusively by the client alone.

The stock broker is required only to communicate / advise the parameters for the calculation of the margin / security requirements as rate(s) / percentage(s) of the dealings, through anyone or more means or methods such as post / speed post / courier / registered post / registered A.D / facsimile / telegram / cable / e-mail / voice mails / telephone (telephone includes such devices as mobile phones etc.) including SMS on the mobile phone or any other similar device; by messaging on the computer screen of the client's computer; by informing the client through employees / agents of the stock broker; by publishing / displaying it on the website of the stock broker / making it available as a download from the website of the stock broker; by displaying it on the notice board of the branch / office through which the client trades or if the circumstances, so require, by radio broadcast / television broadcast / newspapers advertisements etc; or any other suitable or applicable mode or manner. The client agrees that the postal department / the courier company /newspaper company and the e-mail / voice mail service provider and such other service providers shall be the agent of the client and the delivery shall be complete when communication is given to the postal department / the courier company / the e-mail/voice mail service provider, etc. by the stock broker and the client agrees never to challenge the same on any grounds including delayed receipt / non receipt or any other reasons whatsoever and once parameters for margin / security requirements are so communicated, the client shall monitor his / her / its position (dealings / trades and valuation of security) on his / her / its own and provide the required / deficit margin / security forthwith as required from time to time whether or not any margin call or such other separate communication to that effect is sent by the stock broker to



the client and /or whether or not such communication is received by the client.

The client is not entitled to trade without adequate margin / security and that it shall be his / her / its responsibility to ascertain beforehand the margin / security requirements for his/ her /its orders / trades / deals and to ensure that the required margin / security is made available to the stock broker in such form and manner as may be required by the stock broker. If the client's order is executed despite a shortfall in the available margin, the client, shall, whether or not the stock broker intimates such shortfall in the margin to the client, make up the shortfall suo moto immediately. The client further agrees that he /she / it shall be responsible for all orders (including any orders that may be executed without the required margin in the client's account) & / or any claim / loss / damage arising out of the non availability /shortage of margin /security required by the stock broker & / or exchange & / or SEBI.

The stock broker is entitled to vary the form (i.e., the replacement of the margin / security in one form with the margin / security in any other form, say, in the form of money instead of shares) & / or quantum & / or percentage of the margin & / or security required to be deposited / made available, from time to time.

The margin / security deposited by the client with the stock broker are not eligible for any interest.

The stock broker is entitled to include / appropriate any / all payout of funds & / or securities towards margin / security without requiring specific authorizations for each payout.

The stock broker is entitled to transfer funds &/ or securities from his account for one exchange & / or one segment of the exchange to his / her / its account for another exchange & / or another segment of the same exchange whenever applicable and found necessary by the stock broker. The client also agrees and authorises the stock broker to treat / adjust his/ her / its margin / security lying in one exchange & / or one segment of the exchange / towards the margin / security / pay in requirements of another exchange & / or another segment of the exchange.

The stock broker is entitled to disable / freeze the account & / or trading facility / any other service. facility, if, in the opinion of the stock broker, the client has committed a crime / fraud or has acted in contradiction of this agreement or / is likely to evade / violate any laws, rules, regulations, directions of a lawful authority whether Indian or foreign or if the stock broker so apprehends.

3. Applicable brokerage rate

The stock broker is entitled to charge brokerage within the limits imposed by exchange which at present is as under:

a. For Cash/future/currency Market Segment: The maximum brokerage chargeable in relation to trades effected in the securities admitted to dealings on the Capital Market segment of the Exchange shall be 2.5 % of the contract price exclusive of statutory levies. It is hereby further clarified that where the sale / purchase value of a share is Rs.10/- or less, a maximum brokerage of 25 paise per share may be collected.

b. For Option contracts: Brokerage for option contracts would not exceed Rs. 100/- (per lot) single side or such other rates as provided by the exchange(s)/SEBI.

4. Imposition of penalty / delayed payment charges

The client agrees that any amounts which are overdue from the client towards trading or on account of any other reason to the stock broker will be charged with delayed payment charges @ 24% maximum.

The client agrees that the stock broker may impose fines / penalties for any orders / trades / deals / actions of the client which are contrary to this agreement / rules / regulations / bye laws of the exchange or any other law for the time being in force, at such rates and in such form as it may deem fit. Further where the stock broker has to pay any fine or bear any punishment from any authority in connection with / as a consequence of / in relation to any of the orders / trades / deals / actions of the client, the same shall be borne by the client.

The client agrees to pay to the stock broker brokerage, commission, fees, all taxes, duties, levies imposed by any authority including but not limited to the stock exchanges (including any amount due on account of reassessment / backlogs etc.), transaction expenses, incidental expenses such as postage, courier etc. as they apply from time to time to the client's account / transactions / services that the client avails from the stock broker.

5. The right to sell clients' securities or close clients' positions, without giving notice to the client, on account of non-payment of client's dues

The stock broker maintains centralized banking and securities handling processes and related banking and depository accounts at designated place. The client shall ensure timely availability of funds/securities in designated form and manner at designated time and in designated bank and depository account(s) at designated place, for meeting his/her/its pay in obligation of funds and securities. The stock broker shall not be responsible for any claim/loss/damage arising out of non availability/short availability of funds/securities by the client in the designated account(s) of the stock broker for meeting the pay in obligation of either funds or securities. If the client gives orders / trades in the anticipation of the required securities being available subsequently for pay in through anticipated payout from the exchange or through borrowings or any off market delivery(s) or market delivery(s) and if such anticipated availability does not materialize in actual availability of securities / funds for pay in for any reason whatsoever including but not limited to any delays / shortages at the exchange or stock broker level / non release of margin by the stock broker etc., the losses which may occur to the client as a consequence of such shortages in any manner such as on account of auctions / square off / closing outs etc., shall be solely to the account of the client and the client agrees not to hold the stock broker responsible for the same in any form or manner whatsoever.

In case the payment of the margin / security is made by the



client through a bank instrument, the stock broker shall be at liberty to give the benefit / credit for the same only on the realization of the funds from the said bank instrument etc. at the absolute discretion of the stock broker.

Where the margin / security is made available by way of securities or any other property, the stock broker is empowered to decline its acceptance as margin / security & / or to accept it at such reduced value as the stock broker may deem fit by applying haircuts or by valuing it by marking it to market or by any other method as the stock broker may deem fit in its absolute discretion.

The stock broker has the right but not the obligation, to cancel all pending orders and to sell/close/liquidate all open positions/ securities / shares at the pre-defined square off time or when Mark to Market (M-T-M) percentage reaches or crosses stipulated margin percentage mentioned on the website, whichever is earlier. The stock broker will have sole discretion to decide referred stipulated margin percentage depending upon the market condition. In the event of such square off, the client agrees to bear all the losses based on actual executed prices. In case open position (i.e. short/long) gets converted into delivery due to non square off because of any reason whatsoever, the client agrees to provide securities/funds to fulfill the pay-in obligation failing which the client will have to face auctions or internal close outs; in addition to this the client will have to pay penalties and charges levied by exchange in actual and losses, if any. Without prejudice to the foregoing, the client shall also be solely liable for all and any penalties and charges levied by the exchange(s).

The stock broker is entitled to prescribe the date and time by which the margin / security is to be made available and the stock broker may refuse to accept any payments in any form after such deadline for margin / security expires.

Notwithstanding anything to the contrary in the agreement or elsewhere, if the client fails to maintain or provide the required margin/fund / security or to meet the funds/margins/ securities pay in obligations for the orders / trades / deals of the client within the prescribed time and form, the stock broker shall have the right without any further notice or communication to the client to take any one or more of the following steps:

- i. To withhold any payout of funds / securities.
- ii. To withhold / disable the trading / dealing facility to the client.
- iii. To liquidate one or more security(s) of the client by selling the same in such manner and at such rate which the stock broker may deem fit in its absolute discretion. It is agreed and understood by the client that securities here includes securities which are pending delivery / receipt.
- iv. To liquidate / square off partially or fully the position of sale & / or purchase in anyone or more securities / contracts in such manner and at such rate which the stock broker may decide in its absolute discretion.
- v. To take any other steps which in the given circumstances, the stock broker may deem fit.

The client agrees that the loss(s) if any, on account of anyone or more steps as enumerated herein above being taken by the stock broker, shall be borne exclusively by the client alone and agrees not to question the reasonableness, requirements, timing, manner, form, pricing etc., which are chosen by the stock broker.

6. Shortages in obligations arising out of internal netting of trades

Stock broker shall not be obliged to deliver any securities or pay any money to the client unless and until the same has been received by the stock broker from the exchange, the clearing corporation/ clearing house or other company or entity liable to make the payment and the client has fulfilled his / her/ its obligations first.

The policy and procedure for settlement of shortages in obligations arising out of internal netting of trades is as under:

- a. The securities delivered short are purchased from market on T+2 day which is the Auction Day on Exchange, and the purchase consideration (inclusive of all statutory taxes & levies) is debited to the short delivering seller client.
 - b. In case, the shares are not purchased from the market for whatsoever reason, the seller account shall be debited by the closing price of shares on the date of the auction plus 2% over and above the closing price or minimum 50 paise per shares on the date the auction for the settlement which ever is higher.
 - c. In case, the shares are not purchased from the market for whatsoever reason, the seller account shall be debited by the closing price of shares on the date of the auction plus 2% over and above the closing price or minimum 50 paise per shares on the date of the auction for the settlement which ever is higher.
 - d. In cases of securities having corporate actions all cases of short delivery of cum transactions which cannot be auctioned on cum basis or where the cum basis auction payout is after the book closure / record date, would be compulsory closed out at higher of 10% above the official closing price on the auction day or the highest traded price from first trading day of the settlement till the auction day.
7. Temporarily suspending or closing a client's account at the client's request
- i. The client may request the stock broker to temporarily suspend his account, stock broker may do so subject to client accepting / adhering to conditions imposed by stock broker including but not limited to settlement of account and/ or other obligation.
 - ii. The stock broker can withhold the payouts of client and suspend his trading account due to his surveillance action or judicial or / and regulatory order / action requiring client suspension.
8. De-registering a client
- Notwithstanding anything to the contrary stated in the agreement, the stock broker shall be entitled to terminate the agreement with immediate effect in any of the following



circumstances:

- i. If the action of the Client are *prima facie* illegal/ improper or such as to manipulate the price of any securities or disturb the normal/ proper functioning of the market, either alone or in conjunction with others.
- ii. If there is any commencement of a legal process against the Client under any law in force;
- iii. On the death/lunacy or other disability of the Client;
- iv. If a receiver, administrator or liquidator has been appointed or allowed to be appointed of all or any part of the undertaking of the Client;
- v. If the Client has voluntarily or compulsorily become the subject of proceedings under any bankruptcy or insolvency law or being a company, goes into liquidation or has a receiver appointed in respect of its assets or refers itself to the Board for Industrial and Financial Reconstruction or under any other law providing protection as a relief undertaking;
- vi. If the Client being a partnership firm, has any steps taken by the Client and/ or its partners for dissolution of the partnership;
- vii. If the Client have taken or suffered to be taken any action for its reorganization, liquidation or dissolution;
- viii. If the Client has made any material misrepresentation of facts, including (without limitation) in relation to the Security;
- ix. If there is reasonable apprehension that the Client is unable to pay its debts or the Client has admitted its inability to pay its debts, as they become payable;
- x. If the Client suffers any adverse material change in his / her / its financial position or defaults in any other agreement with the Stock broker;
- xi. If the Client is in breach of any term, condition or covenant of this Agreement;
- xii. If any covenant or warranty of the Client is incorrect or untrue in any material respect;

However notwithstanding any termination of the agreement,

all transactions made under / pursuant to this agreement shall be subject to all the terms and conditions of this agreement and parties to this agreement submit to exclusive jurisdiction of courts of law at the place of execution of this agreement by Stock Broker.

Client Acceptance of Policies and Procedures stated here in above:

I/We have fully understood the same and do hereby sign the same and agree not to call into question the validity, enforceability and applicability of any provision/clauses this document any circumstances what so ever. These Policies and Procedures may be amended / changed unilaterally by the broker, provided the change is informed to me / us with through anyone or more means or methods such as post / speed post / courier / registered post / registered AD / facsimile / telegram / cable / e-mail / voice mails / telephone (telephone includes such devices as mobile phones etc.) including SMS on the mobile phone or any other similar device; by messaging on the computer screen of the client's computer; by informing the client through employees / agents of the stock broker; by publishing / displaying it on the website of the stock broker / making it available as a download from the website of the stock broker; by displaying it on the notice board of the branch / office through which the client trades or if the circumstances, so require, by radio broadcast / television broadcast / newspapers advertisements etc; or any other suitable or applicable mode or manner. I/we agree that the postal department / the courier company /newspaper company and the e-mail/ voice mail service provider and such other service providers shall be my/our agent and the delivery shall be complete when communication is given to the postal department / the courier company / the e-mail/voice mail service provider, etc. by the stock broker and I/we agree never to challenge the same on any grounds including delayed receipt / non receipt or any other reasons whatsoever. These Policies and Procedures shall always be read along with the agreement and shall be compulsorily referred to while deciding any dispute / difference or claim between me/ us and stock broker before any court of law / judicial / adjudicating authority including arbitrator/ mediator etc.

Letter of Authorisation

To,

SKI Capital Services Limited

718, Dr. Joshi Road, Karol Bagh, New Delhi-110005

ORDER PLACEMENT INSTRUCTIONS

• I understand that you require written instructions from me for placing/modifying/cancelling orders. However, since it is not practical for me to give written instructions for placing/modifying/cancelling order. Even If I have facility to trade online through Internet and wireless technology, I may have to place orders by physically visiting/calling/ emailing the call centre/branch specified for the said purpose by SKI in case of breakdown of internet connectivity or other similar reasons.

• I hereby request you to kindly accept my verbal orders/instructions, in person or over phone and execute the same. I understand the risk associated with placement of verbal orders and accept the same. I shall not disown orders under the plea that the same were not placed by me provided I am sent ECN/Physical contract notes or trade confirmations through SMS and other approved modes. I indemnify SKI and its employees against all trade related losses, damages, actions which you may suffer or face, as a consequence of adhering to and carrying out my instructions for orders placed verbally.

ERRORS AND OMISSIONS

• I understand and agree that inadvertent errors may occur, while executing orders placed by me. In such circumstances SKI shall make all reasonable efforts to rectify the same and ensure that I am not put to any monetary loss. I understand and agree that I shall not hold SKI responsible beyond this and claim additional damages/loss. I understand and agree that my request to modify or cancel the order shall not be deemed to have been executed unless and until the same is confirmed by SKI.

NO MARKET MANIPULATION

• I undertake not to execute transactions, either singly or in concert with other clients, which may be viewed as manipulative trades viz. artificially raising, depressing or maintaining the price, creation of artificial volume, synchronized trades, cross trades, self trades, etc or which could be termed as manipulative or fraudulent trades by SEBI/Exchanges. In case I am found to be indulging in such activities, SKI has every right to inform the Exchange/SEBI/other regulatory authority of the same and suspend/close my trading account.

NOT TO ACT AS UNREGISTERED AP

• I undertake not to act as unregistered AP and deal only for myself and not on behalf of other clients In case I wish to deal for other clients also, I undertake to apply to SEBI through SKI to obtain a AP registration. In case SKI perceives that I am acting as an unregistered AP, SKI has the right to immediately suspend my trading account and close all open positions and adjust the credits (across all segments) against the dues owed by me to SKI without the requirement of any notice from SKI. Further, SKI has the right to inform the concerned regulatory authorities about the same. In aforesaid eventuality, I agree and undertake to indemnify SKI from any loss/ damage/claim arising out of such activity.

NOT DEBARRED BY ANY REGULATOR

• I confirm and declare that there is no bar on me imposed by any Exchange or any regulatory and/or statutory authority to deal in securities directly or indirectly. I agree to inform SKI, in writing, of any regulatory action taken by any Exchange or regulatory/ statutory authority on me in future. In case I fail to inform the same and SKI on its own comes to know of such action, SKI has the right to suspend/close my trading account and refuse to deal with me. Also, SKI can at its sole discretion, close all the open positions and liquidate collaterals to the extent of trade related debit balances, without any notice to me.

INDEMNIFICATION

I hereby indemnify and hold SKI, its Directors and employees harmless from and against all trade related claims, demands, actions, proceedings, losses, damages, liabilities, charges and/or expenses that are occasioned or may be occasioned to the SKI directly or indirectly, relating to bad delivery of shares/securities and/or third party delivery, whether authorized or unauthorized and fake/forged/stolen shares/securities/transfer documents introduced or that may be introduced by or through me during the course of my dealings/operations on the Exchange(s) and/or proof of address, identity and other supporting/ documents provided by me at the time of registration and/or subsequently.

INDEMNITY OF JOINT HOLDINGS

I hereby agree to indemnify and hold SKI harmless from any trade related claims, demands, actions, proceedings, losses, damages, liabilities, charges and/or expenses arising from transactions in securities held jointly by me with any other person or persons, if any.

MUTUAL FUND FACILITY

I am interested in availing the BSE StAR/NSE Mutual Fund facility of the Exchange(s) for the purpose of dealing in the units of Mutual Funds Schemes permitted to be dealt with on the StAR platform of the Exchange. For the purpose of availing the Mutual Fund facility, I state that "Know Your Client" details as submitted by me for the opening of

Trading Account may be considered and I/we further confirm that the details contained in the same remain unchanged as on date. I am willing to abide by the terms and conditions as has been specified and as may be specified by the Exchange from time to time in this regard. I shall ensure also compliance with the requirements as may be specified from time to time by Securities and Exchange Board of India and Association of Mutual Funds of India (AMFI). I shall read and understand the contents of the Scheme Information Document and Key Information Memorandum, addenda issued regarding each Mutual Fund Schemes with respect to which I choose to subscribe/redeem. I further agree to abide by the terms and conditions, rules and regulations of the respective Mutual Fund Schemes subscribed by me.

DELAYED PAYMENT CHARGES

I understand that in case my account is in debit balance and/or if I have insufficient funds to manage my trading positions, I will be charged an interest as applicable per day as delayed payment charges. I confirm having read the rules & regulations pertaining to the levy of such interest under the policies & procedures page on SKI's website.

NRI DECLARATION

I understand that if the sole/first applicant has or attains NRI Status, investments in scheme of mutual funds can be made only upon providing Foreign Inward Remittance Certificate (FIRC) to SKI every time the investment is made.

THIRD-PARTY PAYMENTS

SKI shall have the prerogative to refuse payments received from any bank account where the client is not the first holder or which is not mentioned in the KYC or which the client has not got updated subsequently by submitting a written request along with adequate proof thereof as per proforma prescribed by SKI. SKI shall not be responsible for any loss or damage arising out of such refusal of acceptance of payments in the situations mentioned above.

However, due to oversight, if any such third-party payment has been accepted by SKI and the credit for the same has been given in the client's ledger, SKI shall have the right to immediately reverse such credit entries on noticing or becoming aware of the same. In such a case, SKI reserves the right to liquidate any of the open positions and/or any of the collaterals received/ held on behalf of the client. SKI, its Directors and employees shall not be responsible for any consequential damages or losses.

NO DEALINGS IN CASH

SKI as a policy neither accepts any funds for pay-in/margin in cash nor makes any payment or allows withdrawal of funds in cash. No claim will be entertained where the client states to have made any cash payment or deposited cash with any Branch/AP/Remisier/Employee/Authorised Person of SKI.

DISCLOSURE OF PROPRIETARY TRADING BY SKI

I acknowledge that pursuant to SEBI Circular Number SEBI/MRD/SEC/Cir-42/2003 dated November 19, 2003, SKI discloses to its clients about its policies on proprietary trades. Further, I am fully aware that SKI does proprietary trades in the cash and derivatives segment at NSE/BSE/MCX/MSEI

DELIVERIES

The client shall ensure that the shares are properly transferred to the designated demat account of SKI, for effecting delivery to the Exchange against the sale position of the client. Such transfers shall be entered by the client within the time specified by SEBI/Exchanges/SKI. In case the client fails to transfer the shares on time to SKI, SKI shall not be responsible for any loss/damages arising out of such delayed transfers.

SQUARING OFF OF POSITIONS & SALE /LIQUIDATION OF COLLATERAL MARGINS (to the extent of Settlement Margin obligation)

The client shall settle the transactions, within the Exchange specified settlement time, by making the requisite payment of funds and/or delivery of the shares. In case the client fails to settle the transactions within the settlement date, then SKI has the right to square off the open and/or unpaid positions, at an appropriate time, as it deems fit, without any notice to the client. The client shall not have any right or say to decide on the timing of closure of the open positions that needs to be closed. SKI, its Directors and Employees shall not be responsible for any trade related loss or damages arising out of such square offs. All such square off transactions shall have implied consent and authorization of the client in favour of SKI.

After such square off of open positions by SKI, as mentioned in above clauses, if there is a debit balance, the client shall pay the same immediately. However, if the client does not clear off the debit balance, SKI shall have the right to liquidate the shares and other securities of the client (kept as collateral/margin) to the extent of the debit balance, without any intimation to the client. The client shall not have the right to decide on the timing of liquidation of shares and securities held in collateral/margin and the shares and securities that needs to be sold or liquidated. SKI, its Directors and employees shall not be responsible for any trade related loss or damages arising out of such selling.

