This Document is Mandatory

COMBINED RISK DISCLOSURE DOCUMENT FOR CAPITAL MARKET/CASH SEGMENT, FUTURES & OPTIONS AND CURRENCY DERIVATIVES SEGMENTS

This document is issued by the member of the National Stock Exchange of India Ltd. (hereinafter referred to as "NSE") / Bombay Stock Exchange Ltd. (hereinafter referred to as "BSE") which has been formulated by the Exchanges in coordination with the Securities and Exchange Board of India (hereinafter referred to as "SEBI") and contains important information on trading in Equities / F&O /Currency Derivatives Segments of NSE / BSE. All prospective constituents should read this document before trading on Capital Market/Cash Segment / F&O / Currency Derivatives Segments of the Exchanges.

NSE/BSE/SEBI does neither singly or jointly and expressly nor impliedly guarantee nor make any representation concerning the completeness, the adequacy or accuracy of this disclosure document nor has NSE/BSE/SEBI endorsed or passed any merits of participating in the trading segments. This brief statement does not disclose all the risks and other significant aspects of trading.

In the light of the risks involved, you should undertake transactions only if you understand the nature of the contractual relationship into which you are entering and the extent of your exposure to risk.

You must know and appreciate that investment in Equity shares, F&O contracts, Currency derivatives contracts or other instruments traded on the Stock Exchange(s), which have varying element of risk, is generally not an appropriate avenue for someone of limited resources/ limited investment and/or trading experience and low risk tolerance. You should therefore carefully consider whether such trading is suitable for you in the light of your financial condition. In case you trade on NSE/BSE and suffer adverse consequences or loss, you shall be solely responsible for the same and NSE/BSE, its Clearing Corporation/Clearing House and/or SEBI shall not be responsible, in any manner whatsoever, for the same and it will not be open for you to take a plea that no adequate disclosure regarding the risks involved was made or that you were not explained the full risk involved by the concerned member. The constituent shall be solely responsible for the consequences and no contract can be rescinded on that account. You must acknowledge and accept that there can be no guarantee of profits or no exception from losses while executing orders for purchase and/or sale of a security or derivative being traded on NSE/BSE.

It must be clearly understood by you that your dealings on NSE/BSE through a member shall be subject to your fulfilling certain formalities set out by the member, which may interalia include your filling the know your client form, client registration form, execution of an agreement, etc., and are subject to the Rules, Byelaws and Regulations of NSE/BSE and its Clearing Corporation, guidelines prescribed by SEBI and in force from time to time and Circulars as may be issued by NSE/BSE or its Clearing Corporation/Clearing House and in force from time to time.

NSE/BSE does not provide or purport to provide any advice and shall not be liable to any person who enters into any business relationship with any trading member and/or sub-broker of NSE/BSE and/or any third party based on any information contained in this document. Any information contained in this document must not be construed as business advice/investment advice. No consideration to trade should be made without thoroughly understanding and reviewing the risks involved in such trading. If you are unsure, you must seek professional advice on the same.

In considering whether to trade or authorize someone to trade for you, you should be aware of or must get acquainted with the following:-

1. BASIC RISKS INVOLVED IN TRADING ON THE STOCK EXCHANGES (EQUITY AND OTHER INSTRUMENTS)

1.1 **Risk of Higher Volatility:** Volatility refers to the dynamic changes in price that securities/F&O Contracts/ Currency Derivatives Contracts undergo when trading activity continues on the Stock Exchanges. Generally, higher the volatility of a security/F&O contract/Currency Derivatives Contract, greater is its price swings. There may be normally greater volatility in thinly traded securities/ F&O Contracts/Currency Derivatives Contracts than in active securities/F&O Contracts/Currency Derivatives Contracts. As a result of volatility, your order may only be partially executed or not executed at all, or the price at which your order got executed may be substantially different from the last traded price or change substantially thereafter, resulting in notional or real losses.

1.2 **Risk of Lower Liquidity:** Liquidity refers to the ability of market participants to buy and/or sell securities / F&O Contracts/ Currency Derivatives Contracts expeditiously at a competitive price and with minimal price difference. Generally, it is assumed that more the numbers of orders available in a market, greater is the liquidity. Liquidity is important because with greater liquidity, it is easier for investors to buy and/or sell securities / F&O Contracts/ Currency Derivatives Contracts swiftly and with minimal price difference, and as a result, investors are more likely to pay or receive a competitive price for securities / F&O Contracts/ Currency Derivatives Contracts purchased or sold. There may be a risk of lower liquidity in some securities / F&O Contracts/ Currency Derivatives Contracts as compared to active securities / F&O Contracts/ Currency Derivatives Contracts. As a result, your order may only be partially executed, or may be executed with relatively greater price difference or may not be executed at all.

1.2.1 Buying or selling securities / F&O Contracts/ Currency Derivatives Contracts as part of a day trading strategy, may also result into losses, because in such a situation, securities / F&O Contracts/ Currency Derivatives Contracts may have to be sold/purchased at a low/high prices, compared to the expected price levels, so as not to have any open position or obligation to deliver/ receive a securities / F&O Contracts/ Currency Derivatives Contracts.

1.3 **Risk of Wider Spreads:** Spread refers to the difference in best buy price and best sell price. It represents the differential between the price of buying a security / F&O Contract/ Currency Derivatives Contract and immediately selling it or vice versa. Lower liquidity and higher volatility may result in wider than normal spreads for less liquid or illiquid securities / F&O Contracts/ Currency Derivatives Contracts. This in turn will hamper better price formation.

1.4 **Risk-reducing orders:** Most Exchanges have a facility for investors to place "limit orders", "stop loss orders" etc". The placing of such orders (e.g., "stop loss" orders, or "limit" orders) which are intended to limit losses to certain amounts may not be effective many a time because rapid movement in market conditions may make it impossible to execute such orders.

1.4.1 A "market" order will be executed promptly, subject to availability of orders on opposite side, without regard to price and that, while the customer may receive a prompt execution of a "market" order, the execution may be at available prices of outstanding orders, which satisfy the order quantity, on price time priority. It may be understood that these prices may be significantly different from the last traded price or the best price in that security / F&O Contract/ Currency Derivatives Contract.

1.4.2 A "limit" order will be executed only at the "limit" price specified for the order or a better price. However, while the customer receives price protection, there is a possibility that the order may not be executed at all.

1.4.3 A stop loss order is generally placed "away" from the current price of a security / F&O Contract/ Currency Derivatives Contract and such order gets activated if and when the security / F&O Contract/ Currency Derivatives Contract reaches, or trades through, the stop price. Sell stop orders are entered ordinarily below the current price, and buy stop orders are entered ordinarily above the current price. When the security / F&O Contract/ Currency Derivatives Contract reaches the pre-determined price, or trades through such price, the stop loss order converts to a market/limit order and is executed at the limit or better. There is no assurance therefore that the limit order will be executable since a security / F&O Contract/ Currency Derivatives Contract might penetrate the pre-determined price, in which case, the risk of such order not getting executed arises, just as with a regular limit order.

1.5 **Risk of News Announcements:** Issuers make news announcements that may impact the price of the security / F&O Contract/ Currency Derivatives Contract. These announcements may occur during trading, and when combined with lower liquidity and higher volatility, may suddenly cause an unexpected positive or negative movement in the price of the security / contract.

1.6 **Risk of Rumours:** Rumours about companies/ currencies at times float in the market through word of mouth, newspapers, websites or news agencies, etc. The investors should be wary of and should desist from acting on rumours.

1.7 **System Risk:** High volume trading will frequently occur at the market opening and before market close. Such high volumes may also occur at any point in the day. These may cause delays in order execution or confirmation.

1.7.1 During periods of volatility, on account of market participants continuously modifying their order quantity or prices or placing fresh orders, there may be delays in order execution and its confirmations.

1.7.2 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 / F&O Contract/ Currency Derivatives Contract due to any action on account of unusual trading activity or security / F&O Contract/ Currency Derivatives Contract hitting circuit filters or for any other reason.

1.8 **System/Network Congestion:** Trading on NSE/ BSE is in electronic mode, based on satellite/leased line based communications, combination of technologies and computer systems to place and route orders. Thus, there exists a possibility of communication failure or system problems or slow or delayed response from system or trading halt, or any such other problem/glitch whereby not being able to establish access to the trading system/ network, which may be beyond the control of and may result in delay in processing or not processing buy or sell orders either in part or in full. You are cautioned to note that although these problems may be temporary in nature, but when you have outstanding open positions or unexecuted orders, these represent a risk because of your obligations to settle all executed transactions.

2. **As far as Futures and Options segment and Currency Derivatives segments are concerned, please note and get yourself acquainted with the following additional features:-**

2.1 Effect of "Leverage" or "Gearing"

In the derivatives market, the amount of margin is small relative to the value of the derivatives contract so the transactions are 'leveraged' or 'geared'. Derivatives trading, which is conducted with a relatively small amount of margin, provides the possibility of great profit or loss in comparison with the principal investment amount. But transactions in derivatives carry a high degree of risk. You should therefore completely understand the following statements before actually trading in derivatives trading and also trade with caution while taking into account one's circumstances, financial resources, etc. If the prices move against you, you may lose a part of or whole margin equivalent to the principal investment amount in a relatively short period of time. Moreover, the loss may exceed the original margin amount.

A. Futures trading involves daily settlement of all positions. Every day the open positions are marked to market based on the closing level of the index / F&O contract/Currency Derivatives contract. If the contract has moved against you, you will be required to deposit the amount of loss (notional) resulting from such movement. This margin will have to be paid within a stipulated time frame, generally before commencement of trading next day.

B. If you fail to deposit the additional margin by the deadline or if an outstanding debt occurs in your account, the broker/member may liquidate a part of or the whole position or substitute securities. In this case, you will be liable for any losses incurred due to such close-outs.

C. Under certain market conditions, an investor may find it difficult or impossible to execute transactions. For example, this situation can occur due to factors such as illiquidity i.e. when there are insufficient bids or offers or suspension of trading due to price limit or circuit breakers etc.

D. In order to maintain market stability, the following steps may be adopted: changes in the margin rate, increases in the cash margin rate or others. These new measures may also be applied to the existing open interests. In such conditions, you will be required to put up additional margins or reduce your positions.

E. You must ask your broker to provide the full details of the F&O contracts / Currency Derivatives contracts you plan to trade i.e. the contract specifications and the associated obligations.

2.2 Currency specific risks

1. The Profit or loss in trancsactions in foreign currency-denominated contracts, whether they are traded in your own or another jurisdiction, will be affected by fluctuations in currency rates where there is a need to convert from the currency denomination of the contract to another currency.

2. Under certain market conditions, you may find it difficult or impossible to liquidate a position. This can occur, for example when a currency is deregulated or fixed trading bands are widened.

3. Currency prices are highly volatile. Price movements for currencies are influenced by, among other things: changing supply-demand relationships; trade, fiscal, monetary, exchange control programs and policies of governments; foreign political and economic events and policies; changes in national and international interest rates and inflation; currency devaluation; and sentiment of the market place. None of these factors can be controlled by any individual advisor and no assurance can be given that an advisor's advice will result in profitable trades for a participating customer or that a customer will not incur losses from such events.

2.3 Risk of Option holders

1. An option holder runs the risk of losing the entire amount paid for the option in a relatively short period of time. This risk reflects the nature of an option as a wasting asset which becomes worthless when it expires. An option holder who neither sells his option in the secondary market nor exercises it prior to its expiration will necessarily lose his entire investment in the option. If the price of the underlying does not change in the anticipated direction before the option expires to an extent sufficient to cover the cost of the option, the investor may lose all or a significant part of his investment in the option.

2. The Exchange may impose / exercise restrictions and have absolute authority to restrict the exercise of options at certain times in specified circumstances.

2.4 Risks of Option Writers

1. If the price movement of the underlying is not in the anticipated direction, the option writer runs the risks of losing substantial amount.

2. The risk of being an option writer may be reduced by the purchase of other options on the same underlying interest and thereby assuming a spread position or by acquiring other types of hedging positions in the options markets or other markets. However, even where the writer has assumed a spread or other hedging position, the risks may still be significant. A spread position is not necessarily less risky than a simple 'long' or 'short' position.

3. Transactions that involve buying and writing multiple options in combination, or buying or writing options in combination with buying or

selling short the underlying interests, present additional risks to investors. Combination transactions, such as option spreads, are more complex than buying or writing a single option. And it should be further noted that, as in any area of investing, a complexity not well understood is, in itself, a risk factor. While this is not to suggest that combination strategies should not be considered, it is advisable, as is the case with all investments in options, to consult with someone who is experienced and knowledgeable with respect to the risks and potential rewards of combination transactions under various market circumstances.

3. GENERAL

3.1 Commission and other charges

Before you begin to trade, you should obtain a clear explanation of all commission, fees and other charges for which you will be liable. These charges will affect your net profit (if any) or increase your loss.

3.2 Deposited cash and property

You should familiarise yourself with the protections accorded to the money or other property you deposit particularly in the event of a firm insolvency or bankruptcy. The extent to which you may recover your money or property may be governed by specific legislation or local rules. In some jurisdictions, property which has been specifically identifiable as your own will be pro-rated in the same manner as cash for purposes of distribution in the event of a shortfall. In case of any dispute with the member, the same shall be subject to arbitration as per the byelaws/regulations of the Exchange.

3.3 For rights and obligations of the clients, please refer to Annexure-1 enclosed with this document.

3.4 The term ‘constituent’ shall mean and include a client, a customer or an investor, who deals with a member for the purpose of acquiring and/or selling of securities/F&O or currency derivative contract through the mechanism provided by NSE/BSE.

3.5 The term ‘member’ shall mean and include a trading member, a broker or a stock broker, who has been admitted as such by NSE/BSE and who holds a registration certificate as a stock broker from SEBI.

I hereby acknowledge that I have received and understood this risk disclosure statement and Annexure-1 containing my rights and obligations.

Client Signature : 15/23 ☞ ______________________

Name of the Client : ______________________

Date: ______________________

ANNEXURE-1

INVESTORS’ RIGHTS AND OBLIGATIONS:

1.1 You should familiarise yourself with the protection accorded to the money or other property you may deposit with your member, particularly in the event of a default in the Cash Market/F&O Market/ Currency Derivatives Market or the broking firm’s insolvency or bankruptcy.

1.1.1 Please ensure that you have a documentary proof of your having made deposit of such money or property with the member, stating towards which account such money or property deposited.

1.1.2 Further, it may be noted that the extent to which you may recover such money or property may be governed by the Bye-laws and Regulations of NSE/BSE and the scheme of the Investors’ Protection Fund in force from time to time.

1.1.3 Any dispute with the member with respect to deposits, margin money, etc., and producing an appropriate proof thereof, shall be subject to arbitration as per the Rules, Byelaws/Regulations of NSE/BSE or its Clearing Corporation / Clearing House.

1.2 Before you begin to trade, you should obtain a clear idea from your member of all brokerage, commissions, fees and other charges which will be levied on you for trading. These charges will affect your net cash inflow or outflow.

1.3 You should exercise due diligence and comply with the following requirements of the NSE/BSE and/ or SEBI:

1.3.1 Please deal only with and through SEBI registered members of the Stock Exchange and are enabled to trade on the Exchange. All SEBI registered members are given a registration no., which may be verified from SEBI. The details of all members of NSE/BSE and whether they are enabled to trade may be verified from NSE/BSE website (www.nseindia.com / www.bseindia.com).

1.3.2 Demand any such information, details and documents from the member, for the purpose of verification, as you may find it necessary to satisfy yourself about his credentials.

1.3.3 Furnish all such details in full as are required by the member as required in “Know Your Client” form, which may also include details of PAN or Passport or Driving Licence or Voters Id, or Ration Card, bank account and depository account, or any such details made mandatory by SEBI/NSE/BSE at any time, as is available with the investor.

1.3.4 Execute a broker-client agreement in the form prescribe by SEBI and/or the Relevant Authority of NSE or its Clearing Corporation / Clearing House from time to time, because this may be useful as a proof of your dealing arrangements with the member.

1.3.5 Give any order for buy or sell of a security/ derivatives contract in writing or in such form or manner, as may be mutually agreed. Giving instructions in writing ensures that you have proof of your intent, in case of disputes with the member.

1.3.6 Ensure that a contract note is issued to you by the member which contains minute records of every transaction. Verify that the contract note contains details of order no., trade number, trade time, trade price, trade quantity, name of security/details of derivative contract, client code allotted to you and showing the brokerage separately. Contract notes are required to be given/sent by the member to the investors latest on the next working day of the trade. Contract note can be issued by the member either in electronic form using digital signature as required, or in hard copy. In case you do not receive a contract note on the next working day or at a mutually agreed time, please get in touch with the Investors Grievance Cell of NSE/BSE, without delaying.

1.3.7 Facility of Trade Verification is available on NSE/BSE website (www.nseindia.com / www.bseindia.com), where details of trade as mentioned in the contract note may be verified from the trade date upto five trading days. Where trade details on the website, do not tally with the details mentioned in the contract note, immediately get in touch with the Investors Grievance Cell of NSE/BSE.

1.3.8 Ensure that payment of funds/delivery of securities against settlement is given to the concerned member within one working day prior to the date of pay-in announced by NSE/BSE or it's Clearing Corporation / Clearing House. Payments should be made only by account payee cheque in favour of the firm / company of the trading member and a receipt or acknowled-gement towards what such payment is made be obtained from the member. Delivery of securities is made to the pool account of the member rather than to the beneficiary account of the member.

1.3.9 In case pay-out of money and/or securities is not received on the next working day after date of pay-out announced by NSE/ BSE or its Clearing Corporation/Clearing House, please follow-up with the concerned member for its release. In case pay-out is not released as above from the member within five working days, ensure that you lodge a complaint immediately with the Investors' Grievance Cell of NSE/BSE.

1.3.10 Every member is required to send a complete 'Statement of Accounts', for both funds and securities settlement to each of its constituents, at such periodicity as may be prescribed by time to time. You should report errors, if any, in the Statement immediately, but not later than 30 calendar days of receipt thereof, to the member. In case the error is not rectified or there is a dispute, ensure that you refer such matter to the Investors Grievance Cell of NSE/BSE, without delaying.

1.3.11 In case of a complaint against a member/ registered sub-broker, you should address the complaint to the Office as may be specified by NSE/BSE from time to time.

1.4 In case where a member surrenders his membership, NSE/BSE gives a public notice inviting claims, if any, from investors. In case of a claim, relating to "transactions executed on the trading system" of NSE/BSE, ensure that you lodge a claim with NSE/BSE/NSCCL/Clearing House within the stipulated period and with the supporting documents.

1.5 In case where a member is expelled from trading membership or declared a defaulter, NSE/BSE gives a public notice inviting claims, if any, from investors. In case of a claim, relating to "transactions executed on the trading system" of NSE/BSE, ensure that you lodge a claim with NSE/BSE within the stipulated period and with the supporting documents.

1.6 Claims against a defaulter/expelled member found to be valid as prescribed in the relevant Rules/Bye-laws and the scheme under the Investors' Protection Fund (IPF) may be payable first out of the amount vested in the Committee for Settlement of Claims against Defaulters, on pro-rata basis if the amount is inadequate. The balance amount of claims, if any, to a maximum amount of Rs.10 lakhs per investor claim, per defaulter/ expelled member may be payable subject to such claims being found payable under the scheme of the IPF.

Notes:

1. The term 'constituent' shall mean and include a client, a customer or an investor, who deals with a trading member of NSE/BSE for the purpose of acquiring and / or selling of securities through the mechanism provided by NSE/BSE.
2. The term 'member' shall mean and include a member or a broker or a stock broker, who has been admitted as such by NSE/BSE and who holds a registration certificate as a stock broker from SEBI.
3. The term 'contract' refers to a F&O / currency derivatives contract and the term 'underlying' refers to the underlying index / stock / currency of such contract.
4. NSE/BSE may be substituted with names of the relevant exchanges, wherever applicable.

16/23 ☞

Client Signature : ____________________

Name of the Client : ____________________

Date: ______________

Mandatory

Policies and Procedures

This document outlines various policies and procedures framed and followed by Ventura Securities Limited (VENTURA) with respect to its dealing with its clients as a stock broker on National Stock Exchange of India Ltd. (NSE) and Bombay Stock Exchange Ltd (BSE) (collectively hereinafter referred to as "the Exchanges"). The policies and procedures as stated herein below are subject to change from time to time at the sole discretion of VENTURA, depending upon regulatory changes, its risk management framework, other market conditions, etc.

a. Refusal of order for penny stock

Following types of scrips will come under Penny stock if it falls in any one category as mentioned below as part of the due diligence and risk management policy of VENTURA.

1. Scrip which are quoting at less than Rs. 10/- on any of the Exchanges.
2. Scrips appearing in the list of illiquid securities issued by the Exchanges periodically.
3. Securities forming part of Trade-to-Trade settlement.
4. Securities forming part of Z group.
5. Scrips on which Exchange VaR is more than 50%
6. Scrip whose average daily volume is less than 15000 shares (collectively for all Exchanges) in last seven days.
7. Any Securities which in the opinion of VENTURA is likely to be a Penny Stock.

Trading in Penny stocks may be allowed to clients at the sole discretion of VENTURA. Also VENTURA may restrict the quantity/amount which a client may be allowed to buy/sell the penny stock. If the client wants to purchase Penny stocks then VENTURA may insist upto 100% advance payment/sufficient clear ledger credit balance and similarly if client wishes to sell Penny stock, then VENTURA may insist that shares should be first transferred to beneficiary demat account of VENTURA. Under no circumstances, VENTURA shall be held responsible for non-execution/delay in execution of such orders and consequential opportunity loss or financial loss to the client.

b. Setting up client's exposure limits

Cash Segment

- Exposure based and / or Margin based limits will be given to the clients for doing trades in Cash Segment.
- Limits will be given on the basis of credit balance and / or collateral / securities of the client available with VENTURA valued after hair cut.
- Exposure based limit may be given to the client in certain multiples (multiples times may be decided by VENTURA at its sole discretion from time to time) on the available credit balance and / or on the collateral / securities of the client available with VENTURA valued after hair cut. However, on case to case basis the excess limits may be allowed.
- Margin based limit may be given to the client on the applicable VaR as may be decided by VENTURA from time to time on the available credit balance and / or on the collateral / securities of the client available with VENTURA valued after hair cut. However on case to case basis the excess limits may be allowed.
- Securities shall be valued after appropriate hair cut based on the type of scrips, nature of scrip, liquidity, volatility of scrip, etc. from time to time.

VENTURA may at its sole and absolute discretion allow clean exposure limit up to certain amount to the client without insisting for any credit balance and/or margin. The quantum of clean exposure limit shall be decided by VENTURA. On a case-to-case basis VENTURA may, at its sole and absolute discretion, give higher clean exposure limits to certain set of the clients. VENTURA reserves the right to withdraw clean exposure limit granted to the client at any point of time at its sole and absolute discretion. The client cannot and shall not raise any concern/dispute for the same and under no circumstances, VENTURA shall be held responsible for alleged / consequential opportunity loss or financial loss to the client.

Derivatives Segment

- Margin based limits will be given to the clients for doing trades in Derivatives Segment.
- Limits in Derivatives Segment will be given on the basis of free credit balance and / or collateral / securities of the client available with VENTURA valued after hair cut.
- Securities shall be valued after appropriate hair cut based on the type of scrips, nature of scrip, liquidity and volatility of scrip, etc. from time to time.
- A client will be normally allowed limits till the client has free credit balance and / or collateral / securities valued after hair cut. In case of excess limit is availed, the same will be regularized by the end of trading session / day. However on case to case basis the excess limit may be allowed to be carried forward.

VENTURA may from time to time depending on market conditions, profile and history of client, type and nature of scrip, etc., may at its sole discretion change the rate of haircut applicable on the securities / collaterals, number of times the limits to be given in Cash and / or Derivatives segments and take such steps as VENTURA may deem necessary.

c. Applicable Brokerage Rate

The brokerage rate applicable on clients trades will be as per agreed rates as mentioned in the Brokerage / Charges schedule at the time of opening the client trading account. Any higher brokerage will be levied only if agreed in writing between VENTURA and the client or by advance notice of 15 days by VENTURA to the client. If the client has any grievances' regarding the rate of brokerage charged then he should intimate the same to VENTURA within four hours of receipt of the contract note/confirmation memo/bill.

The brokerage rate at no point of time will exceed the rates as may be specified by the Exchanges/SEBI from time to time.

Unless otherwise agreed the brokerage will be exclusive of the following:

- Service Tax and Education Cess (including Secondary Higher Education Cess)
- SEBI/ Exchange/ Transaction / Clearing member / Other charges and /or levies.
- Stamp duty
- Securities Transactions Tax (S.T.T.)
- Charges payable to Exchange/ SEBI/ Govt. Authorities etc. from time to time.
- Any other charges towards customized/ specialized service.

d. Imposition of penalty/delayed payment charges by either party, specifying the rate and the period

In case of delay in payment by the client to VENTURA on its due date, VENTURA in respect of such delayed payment will be entitled to recover late / delayed payment charges from due date. The said delayed payment shall include amounts payable by the client to VENTURA in respect of initial margin, mark to market, shortfall of margin(s) in prescribed modes, and / or other margins and pay-in obligations. Late payment charges will be levied upto 2.5% per month or a part of month on delayed payment for the delayed period. The trade of the client may not be executed by VENTURA if the client does not clear dues along with delayed payment charges. The client will not be entitled to any interest on the credit balance / excess margin available / kept with VENTURA.

A delayed payment charge is applied to act only as a deterrent measure. The client should not construe it as funding arrangement. The client cannot demand continuation of service on a continued basis citing levy of delayed payment charges.

VENTURA may impose fines/penalties for any order/ trades/ deal/ actions of the clients which are contrary to this agreement/ rules/ regulations/ byelaws 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 VENTURA 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 order/ trades/ deal/ actions of the client, the same will be borne by the client.

e. 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 client is required to pay adequate margin/pay-in obligations in full and that it shall be the clients responsibility to ascertain in advance the margin / pay-in obligations requirement for its order/trades/deals and to ensure that the required margin /pay-in obligations is made available to VENTURA in such form and such manner as may be required by VENTURA from time to time. If the client's order is executed despite a shortfall in the available margin, the client shall, whether or not VENTURA intimates such shortfall to the client, make up for the shortfall *suo-n otto* immediately. The client shall be responsible for all orders (including any orders that may be executed without the required margin in the clients account) and/or any claim/ loss/damage arising out of the non-availability/ shortage of margin / pay-in obligations required by VENTURA and/or by Exchange. The client shall fulfill all its obligations / liabilities / dues to VENTURA, failing which VENTURA has the right not the obligation to square up all or any outstanding position and / or take offsetting positions and / or sell the margin / securities available with VENTURA without giving any notice to the client. VENTURA may also square up all or any outstanding position and / or sell the securities/collateral available with VENTURA as a part of risk management at any time without giving any notice to the client. In case of purchase on behalf of client, the VENTURA may close out its transactions by selling securities, in case the Client fails to make full payment to VENTURA for the same before the time intimated by VENTURA. In case of sale on behalf of client, the VENTURA may close out its transaction by purchasing the securities. The client shall be liable for any losses, costs and be entitled to any surplus, which may result from the above.

f. Shortages in obligations arising out of internal netting of trades,

If a selling client who has sold shares of particular scrip on T day does not deliver shares latest by T+2 (i.e. by pay-in day deadline) and such quantity of shares results in internal shortages, then such quantity of internal shortage will be purchased from the market on pay-in day/or reported for self auction if provided by the Exchange. On T+2 (i.e. pay-in day) provisional debit will be given in client account at T+1 day's closing rate + adhoc margin as decided by VENTURA from time to time.

On payout day of securities purchased in the internal shortage account, provisional debit bill amount will be reversed and client account will be debited with the amount at which securities are purchased on T+2 day. Fines / penalties / charges may be levied on account of internal shortage to selling client.

Due to internal shortage on account of internal netting of trades, the buyer client shall receive late delivery of securities. Buyer shall have no claims / rights against VENTURA for delay in delivery of securities. It may also be possible that VENTURA may not be able to obtain the required securities due to market conditions, then in such cases the buyer clients account will be credited and seller clients account will be debited as per the close out rate provided by the exchange for the relevant Auction settlement. Provisional debit bill amount will be reversed in the sellers client account.

Notwithstanding the above, the selling client who has failed to deliver the sahares by due date and time shall be solely responsible for all cost, charges, penalties, damages, etc. arising out of such non delivery of shares.

Above procedure is subject to change from time to time according to change in settlement procedure of the Exchange.

g. Conditions under which a client may not be allowed to take further position or VENTURA may close the existing position of a client.

Under the following conditions VENTURA will not allow the client to take further positions or VENTURA may close the existing position of a client:-

1) Insufficient / inadequate margin(s) and / or insufficient / inadequate free credit balance available with VENTURA.
2) Scrips / stocks falling in Penny Stocks in clause (a) above.
3) Illiquid contracts / options.
4) Trades which apparently in the sole and absolute discretion of VENTURA seems to be Synchronized trades/Circular trading/Artificial trading/ manipulative in nature, etc.
5) Scrips banned by Regulatory authorities.
6) Where name of the client apparently resembles with the name appearing in the list of debarred entities published by SEBI/Exchanges and other regulatory authorities [where the information available for the debarred entity (other than name) is not sufficient enough to establish that the client and such debarred entity are one and the same].
7) The client fails to furnish documents/information as may be called for by VENTURA from time to time as per regulatory requirement and/or as per its internal policy.
8) In the event of death or insolvency of the client or the client otherwise becoming incapable of receiving and paying for or delivering or transferring securities which he has ordered to be bought or sold.

In addition to the above VENTURA can also close position of the client in case the client fails to pay his / her obligation / dues before pay in schedule of the exchange and / or as demanded by VENTURA. Depending on the market circumstances if VENTURA is of the view that the positions of the clients are / will be at risk then VENTURA may close the existing position without waiting for the pay in schedule of the exchange.

h. Temporarily suspending or closing a client's account at the client's request,

At the written request of the client, the trading account will be suspended / closed. In case client request for closing the account then the client's funds and securities due to / from client will have to be settled at the earliest. Also the client will give a confirmation of no dues (funds and securities) to VENTURA. Only after the settlement of funds and securities the clients account will be closed. If a client wishes to resume trading then client has to give a written request to VENTURA for the same. In case after closing of account client wishes to resume trading with VENTURA then fresh KYC formalities will be done.

i. Deregistering a client.

VENTURA may at its sole discretion deregister a client without giving any specific reason. Necessary communication will be done by VENTURA to client in writing or by email. On giving the intimation to de-register, the client's funds and securities, if any, will be settled at the earliest. The client will be given necessary notice period as required by the SEBI/Exchanges from time to time.

Due to de-registration, VENTURA shall have the right to close out the existing open positions/contracts, sell/ liquidate the margin (in any form) to recover its dues, if any, before de-registering the client. Any action taken by VENTURA in terms of this policy shall not be challenged by the client, and VENTURA shall not be liable to the client for any loss or damage (actual/notional), which may be caused to the client as a result. Also while de-registering the client, VENTURA may retain certain amount/securities due/belonging to the client for meeting any future losses, liability, penalties, etc. arising out of dealing of the client with VENTURA. In case if any securities retained by VENTURA is sold/liquidated to recover any such losses, liability, penalties, etc., VENTURA shall have the sole authority to decide the scrip, the mode, manner and the price at which to effect the sale of securities and the client cannot raise any dispute as to the manner, mode and the price at which the securities are sold by VENTURA.

In any of the above circumstances, if the client is able to justify his / her, circumstances / reasons either by producing any record, document or otherwise to the full satisfaction of VENTURA, then VENTURA may reconsider its decision of de-registering the client. However in no circumstances any action taken by VENTURA till the date of re-registration shall be challenged by the client and VENTURA shall not be liable to the client for any loss or damage (actual/notional), which may be caused to the client as a result.

Client Acceptance of Policies and Procedures stated herein above:

I/We have fully understood and agree to the policies and procedures as stated herein above and do hereby agree not to call into question the validity, enforceability and applicability of any provision / clauses this document any circumstances whatsoever. These Policies and Procedures may be amended / changed unilaterally by the broker from time to time. 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 VENTURA before any court of law / judicial / adjudicating authority including arbitrator / mediator etc.

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Client Signature : ____________________________

Name of the Client : _________________________

Date: ___________________