

POLICIES & PROCEDURES

REFUSAL OF ORDERS FOR PENNY STOCK: A stock that trades at a relatively low market price with low market capitalisation, these stocks are generally considered to be highly speculative and risky because of their lack of liquidity, large bid-ask spreads, small capitalisation and limited disclosures. We do not restrict client for trading in the penny stock, if the same is permissible by the exchange and our risk management and surveillance (RMS) policy. In this regard we ensure that the brokerage charged on the transaction involving penny stock shall not exceed the prescribed maximum limit as per exchange norms. We also ensure that same shall not be construed as an arrangement in any form so as to inflate, depress or cause fluctuation in the price/ volume of the penny stock so as to hurt the true sentiments of the market.

SETTING UP OF CLIENTS EXPOSURE LIMIT: GRD will normally give exposure at a predetermined multiple for the net credit balance lying in the client's ledger (across all segment) or on the unencumbered securities after taking into account the margin collection mechanism as specified by the Regulator and Exchanges from time to time. Exposure on securities is given after appropriate haircut as per exchange. GRD may from time to time impose and vary limits on the orders that the client can place through its trading system (including exposure limits, turnover limits, limits as to the number, value in respect of which orders can be placed etc.). The client is aware and agrees that GRD may need to vary or reduce the limits or impose new limits urgently on the basis of its risk perception and other factors considered relevant by it including but not limited to limits on account of exchange / SEBI directions etc.

APPLICABLE BROKERAGE RATE: The rate of brokerage varies from clients to clients. For those clients having frequency in transaction, generally the brokerage is on the lower front rather than for those who trade infrequently. The broker is entitled to charge brokerage within the limits imposed by exchange. However brokerage and other charges as agreed by the Client is indicated and duly signed by the client under brokerage slab. If there is any upward revision of brokerage, the same will be intimated with 15 days prior notice to the client. For any downward movement, the same would be done on immediate basis post intimation to Client.

INTEREST ON DELAYED PAYMENT: The client agrees that interest at the maximum rate of 24% p.a. will be charged on any amounts which are overdue from the client towards trading or on account of any other reason to GRD.

IMPOSITION OF PENALTY: In case, where the broker has to pay any fine/penalty or bear any punishment from any authority in connection with/as a consequence of/in relation to any of the order/trades/deals/actions of the client, the same shall be borne in actual by the client through the issuance of debit note as per the applicable norms specified by SEBI & Exchanges.

THE RIGHT TO SELL CLIENT'S SECURITIES OR CLOSE CLIENTS POSITIONS, WITHOUT GIVING NOTICE TO THE CLIENT, ON ACCOUNT OF NON PAYMENT OF CLIENT'S DUES: As the SEBI Circular - CIR/HO/MIRSD/DOP/CIR/P/2019/75 dated June 20, 2019 mandates liquidation of securities in Capital Market Segment in case of non-payment within 5 trading days from the pay-out wherein no pre-order confirmation is required. However, as a best practice, we will issue margin call and reminder to client for making payments within 5 trading days. The client shall ensure timely availability of funds for meeting his/her/its payin obligation. GRD shall not be responsible for any claim/loss/damage arising out of non availability of funds by the client for meeting the pay in obligation of either funds or securities.

GRD has the right but not the obligation, to cancel all pending orders and to close/liquidate all open positions in equity derivatives and commodities at the pre-defined square off time or when Mark to Market loss (MTM) reaches the desired % or margin available with GRD is not sufficient to cover the risk or the client have not taken any steps either to replenish the margin or reduce the Mark to Market loss. In the event of such square off, the client agrees to bear all the losses based on actual executed prices. In case open position (ie. short /long) gets converted into delivery due to non square off because of any reason whatsoever, the client agrees to provide funds to fulfill the payin 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 the exchanges in actual and losses.

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 pay in obligations for the orders/trades/deals of the client within the prescribed time and form, the GRD shall have the right without any further notice or communication to the client to take any one or more of the following steps:

1. To withhold any payout of funds.
2. To withhold /disable the trading/dealing facility to the client.
3. To liquidate one or more security(s) of the client by selling the same in such manner and at such rate which GRD may deem fit in its absolute discretion.
4. To liquidate / square off partially or fully the position of sales & / or purchase in any one or more commodities contracts in such manner and at such rate which GRD may decide in its absolute discretion.
5. To take any other steps which in the given circumstances, GRD may deem fit.

SHORTAGE IN OBLIGATIONS ARISING OUT OF INTERNAL NETTING OF TRADES: If there are shortages due to internal netting of client's position, the same would be squared off with the highest of the given prices:- (provided that the same shall not exceed the highest price prevailing in the Exchange from the first day of the relevant trading period till the day of closing out or 20% above the official closing price on the auction day whichever is higher)

1. Percentage on closing rate of auction date

- a) Upto 100.99/- (scrip rate) x 7.5%
 - b) >101<500.99/- (scrip rate) x 5%
 - c) 501/- (scrip rate) and above x2.5%
- 2. Buying / selling average rate
 - 3. Market Auction Rate

GRD shall not be obliged to deliver any commodities or pay any money to the client unless and until the same has been received by it 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 commodities delivered short are purchase from the market and the purchase consideration (including all statutory charges and levies) along with a penalty is debited to the short delivery seller client.

CONDITIONS UNDER WHICH A CLIENT MAY NOT BE ALLOWED TO TAKE FURTHER POSITION: The same holds good when (1) ledger reflects continuous debit balance (2) inadequacy of margin (3) any other outstanding dues (4) Further position in the given scrip is prohibited by the Exchange.

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 in such form and manner as may be required by GRD 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 broker & / or exchange & /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 GRD is not eligible for any interest.

CLOSURE OF CLIENTS ACCOUNT: Closure request from the client is obtained in the prescribed format, specifying the reasons for closure. The form should be duly signed by the client. The same is forwarded to the Head Office where it is processed after the signatures are being verified. Any pending settlements in the existing code are also thoroughly cross verified. An exit interview over telephone may also be taken from the HO end. Then the exiting code is deactivated in Back Office Software as well in the Exchange records. Closure intimation is sent to the client through E-mail. Interdepartmental intimation is also sent in such cases if required. GRD is entitled to disable / deregister the trading facility/client , if in the opinion of GRD, the client has committed a crime / fraud or has acted in contradiction of this terms and conditions or / is likely to evade/ violate any laws, rules regulations, directions of a lawful authority whether Indian or foreign or if the GRD so apprehends.

DE-REGISTRATION OF THE CLIENT: Only in case of those clients who are consequently debarred from trading by SEBI/STOCK EXCHANGES or in case of breach of any terms and conditions of the agreement entered into with the client. All clients who have not executed a single trade for last **24** months shall be treated as Dormant and the same shall be made active only upon submission of specific request for the same as per the norms envisages by the exchanges and SEBI in sync with the internal policy of the company.