

"The Policies & Procedures" adopted by Kedia Shares & Stocks Brokers Limited (hereinafter called KSSBL/Broker/Member/Company) are as under.

1. Refusal to deal in 'Penny stock'

The securities listed on the stock exchanges are classified into various groups by the stock exchange, based on certain points such as liquidity, impact cost, volatility index, etc. Investor should be aware about the same. On a monthly basis, stock exchanges issue the list of illiquid stocks in various notices and circulars. 'Penny Stock' has not been defined in the regulations. This is a common parlance terminology used for the stocks, which are less liquid in nature. Further illiquid stock per-se should not be mis-understood as penny stock. Investor should be careful while dealing in such stocks. The KSSBL reserves the right to refuse to execute trade in the stock, which it thinks is a 'penny stock' and client should take a note of the same. Further KSSBL may also refuse to deal in any Securities which are under Additional/Graded Surveillance Measures, Etc or any other surveillance Concerns which KSSBL think fit. The decision of the KSSBL will be taken in the wider interest of the smooth functioning of the market and the operations of the KSSBL.

2. Setting up client's exposure Limit

Based on the credit/debit balances in client's ledger +/- Security Provided as Margin Pledge lying with KSSBL, it will set clients exposure limits. Further KSSBL reserves right to set additional exposure limit depending upon other parameter like • Financial position of Clients • Purpose of trading (Delivery based or intra-day trading) • Trading habits (delivery based or intra-day) • History of any previous default/s • Promptness in honoring the pay-in obligations for funds and the securities. Further the KSSBL may impose additional margin over and above the margin charged by Exchanges on the basis of assessment of the associated risks perception of the company. KSSBL may be unable to inform the client of such variation, reduction or imposition in advance. The client should be aware that the KSSBL shall not be responsible for such variation, reduction or imposition or the clients inability to route any order through trading system of the KSSBL on account of any such variation, reduction or imposition of limits. These limits are reviewed periodically. The authority to set or change the limit for the clients lies solely with KSSBL.

3. Applicable Brokerage rate

Brokerage will be charged as mutually agreed between KSSBL & Client from time to time & can be modified with mutual consent. Brokerage charged will be within the limits prescribed by SEBI / Exchange

4. Imposition of penalty / delayed payment Charges by either party, specifying the rate & the period

Client shall be liable to pay charges/penalties charged for non payment of margin money, short selling of securities/ units, non delivery of shares, auction charges & any other penalties levied by the Exchanges for orders / trades/ deals / actions by the client which are contrary to Rules/ Regulations/ Circulars/ Guidelines/ Agreements/ Bye laws of the Exchanges / SEBI or any other applicable law for the time being in force. All fines / penalties & charges levied upon the client due to its acts / deeds or transaction will be recovered by the KSSBL directly from the clients account. Client should make payments before the pay-in date. In case client not makes the payments towards its pay-in obligation, KSSBL is entitled to charge Delay Payment Charges @ 18% p.a. calculated on daily basis till the date of actual realization of money. The client should understand that such delay payment charges should not be assumed as financing / funding the client's settlement obligation by the KSSBL. The KSSBL will directly debit the delayed payment charges to the clients account at the end of the month / such other interval as decided by the KSSBL. Charges for dishonor of Cheque(s) issued by the client will be charged to Client. In case of clients is having credit balances in their account, no delayed payment / Interest will be paid to the client.

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

The KSSBL has the right to sell/liquidate clients any or all securities / collateral placed as margin and close out/ liquidate or square off any or all open positions without prior notice to /approval from the client for non payment of its obligation towards purchase of shares, Mark To Market Margin, Mark To Market Losses or any other obligations / liabilities or non-delivery of shares sold by it. The proceeds of the same shall be adjusted against its obligation / liabilities & loss or any financial charges of such action shall be borne by the clients.

6. Shortage in obligation arising out of internal netting of trades

To determine the net obligation of a broker/trading cum clearing member (for securities and funds) in a settlement, clearing house does the netting of trades at the broker level. It is possible that a KSSBL's net obligation towards clearing house may be nil but due to default by one or more clients in fulfilling their obligation towards the KSSBL, the KSSBL internally might have shortages to fulfill its obligation towards the other client(s). In case of internal shortage of securities in BSE, company will request the exchange to conduct the Self auction (auction) on behalf of the KSSBL. The seller client will be debited at auction rate plus penalty charges by the exchange and

if securities are received from the exchange same will be transfer to client other wise closeout as per exchange policy. If the self auction file is rejected or failed on account of technical or any other reason, then the securities will be bought in the open market by the KSSBL in BSE on T+1 days or on settlement date. In case of internal shortage of securities in NSE, the securities will be bought in the open market by the KSSBL in NSE on T+1 days or on settlement day and if securities are received from the exchange same will be transfer to client other wise closeout as per exchange policy. In case for any other reason whatsoever, if KSSBL is unable to buy such quantity in BSE or NSE as the case may be, the outstanding security Pay-in obligation of the seller client shall be close out as per exchange/CC formula.

7. Conditions under which, a client may not be allowed to take further position or situation where the stock broker may close out the existing positions of a client

In case client do not have sufficient Margin/Deposits with KSSBL or it has Debit Balance in Ledger, KSSBL may not allow taking further position. On non payment of its obligation towards purchase of shares, Mark To Market Margin, Mark To Market Losses or any other obligations/liabilities or non-delivery of shares sold by it, KSSBL has the right to sell/liquidate clients any or all securities/collateral placed as margin and close out/ liquidate or square off any or all open positions without prior notice to/approval from the client. The proceeds of the same shall be adjusted against its obligation/liabilities & loss or any financial charges of such action shall be borne by the clients.

8. Temporary suspending and closing a client's account at a client's request

Client may instruct the KSSBL in writing for temporary suspend the trading account stating the reasons for temporary suspension. Client should take a note that at the time of reactivation of the account, KSSBL reserves the right to ask for fresh details for the purpose of the KYC/ any other requirement/s from Exchanges/regulator or by KSSBL, in the wider interest to comply with prudent practice to KSSBL. A client if desires may close his account maintained with the KSSBL after servicing notice of 7 days, provided there is no debit balance in client's account and there are no outstanding issues between the parties. KSSBL will complete the procedure for closure of account within 7 days of the receipt of the written notice. On completion of this process, KSSBL will inform the client by written letter or a mail on its designated email Id or by way of any other communication.

9. De-registering a client

The KSSBL can de-Register / Inactive the client on the under mention ground with immediate effect (a) The client has breached the Agreement (b) upon SEBI or any other regulatory body has passed an order against such client, prohibiting or suspending such client from participating in the securities market. (c) If the client is suspected of indulging in any illegal or criminal activities including fraud or money laundering & if the clients name is appearing in the UN list of prohibiting entities or SEBI debarred list. (d) The client fails to maintain the bank account details and/or the demat account details. (e) The client has misrepresented facts at the time of entering in to agreement. (f) As a part of surveillance measure, if a client appears to be indulging in manipulative practices & if client fails to comply with any Regulatory/Exchange / Broker/ETC requirement to keep its account active. (g) The client has found to be of unsound mind by the court of competent jurisdiction & the findings is in force or the client become un-discharged insolvent. Further where no transactions have taken place in clients account during last 12 month from the date of last transaction, then it will be considered as dormant account. KSSBL reserve the right to De-activate these clients. If the account is tagged as dormant account than to reactivate those account client has to make a written request to reactivate the same along with Proof of identity & proof of address etc.

Kindly note that the policy may have been revised over time. Latest version of the policy would be available on our website www.kediashares.com



Client's Signature