

**Mandatory document dealing with Policies and Procedures pursuant to SEBI's Circular No. MIRSD/SE/Cir-19/2009 dated December 3, 2009**

**1. Refusal of order for Penny stocks :**

SHARE INDIA shall have the absolute discretion to accept, refuse or partially accept any buy or sell order for execution from a client in respect of penny stocks, illiquid stocks, stocks having low liquidity, illiquid futures/options, far month futures/options, writing of options, stocks in S, ST, X,Z,P and GSM category and any other contracts which as per the perception of SHARE INDIA are extremely volatile or subject to Market manipulation.

SHARE INDIA may permit restrictive acceptance of orders in such scrips/contracts in controlled environments like orders received from clients being forwarded by branches to a centralized desk at HO instead of allowing trading in such scrips/Contracts at branch level or through Online trading platform. SHARE INDIA shall not be responsible for delay in execution of such orders and consequential opportunity loss or financial loss to the client.

SHARE INDIA may cancel orders in such scrips/contracts received from clients before execution or after partial execution without assigning any reasons thereof. SHARE INDIA may take appropriate declarations from the clients before accepting such orders.

SHARE INDIA shall have the prerogative to place such restrictions, notwithstanding the fact that the client has adequate credit balance or margin available in his account and/or the client had previously purchased or sold such securities / contracts through SHARE INDIA itself.

**2. Setting up client's Exposure limits :**

**Purchase Limit :** SHARE INDIA may provide a exposure limit for intraday and delivery based purchases by a client which would be a multiple (varying between one to four times) of the clear ledger balance in the account of the client plus value of paid up collaterals computed after appropriate haircut. The value of the "multiple" and the "haircut" shall be decided by SHARE INDIA based on Market Volatility and quality of collaterals.

**Sell Limit :** SHARE INDIA may provide a sell limit to the client equivalent to the value of securities held by the client in his POA enabled Demat account plus the collateral held by SHARE INDIA on behalf of the client in its Beneficiary and Margin Pool account after making appropriate adjustments for the unsettled delivery positions of the client.

**Exposure for F&O :** SHARE INDIA may provide exposure for F&O based on availability of initial margin (SPAN + Exposure) in the form of cash and approved securities (with appropriate hair cut).

**Client-wise differential Limits :** SHARE INDIA shall have the prerogative to allow differential purchase limits and sell limits varying from client to client, depending upon credit worthiness, integrity and past conduct of each client.

**3. Applicable Brokerage Rates**

Brokerage shall be applied as per the rates agreed upon with the client in the KYC at the time of registration of the client and/or subsequently through a written agreement between the client and SHARE INDIA. The rate of Brokerage shall not exceed the maximum brokerage permissible under Exchange bye-laws.

The slab rates of brokerage fixed by SHARE INDIA are function of the quality and cost of services provided to the client and the volume and revenue expected from an account. It shall be reviewed by the SHARE INDIA from time to time and may be increased with prospective effect at a notice of 15 days sent to the E-mail address or postal address of the client registered with SHARE INDIA.

The brokerage shall however be exclusive of the following :

- DP Annual maintenance charges
- DP transaction charges / Pledge / Re-pledge / Demat / Remat charges
- DP Inter settlement charges
- Account Opening charges
- Delayed Payment charges
- Penalties levied by Exchange
- Research advisory charges
- Courier charges
- Bank charges towards the cheques received unpaid,
- DP, Bank and other processing charges towards periodic settlement of Funds/ Securities on periodic basis
- Statutory charges payable to Exchange/ SEBI/Govt. Authorities etc.,
- SEBI/Exchange/Clearing Member Turnover charges
- Other out of pocket and service related charges

- 4. Imposition of Penalty / delayed payment charges by either party, specifying the rate and the period.**
- Delayed payment charges / Charges on Exposure against collaterals :**
- As a matter of policy Share India does not provide funding facility(ies) to any of it's client.
- Pursuant to Exchange Bye-laws, the Member broker is currently required to make pay-in of funds to the Exchange by T+1 / T+2 morning and arrange delivery of securities to the Exchange latest by T+2 morning. Further Member broker is also required to maintain adequate upfront margins with the Exchange to avail exposure for trading. The Exchanges have also defined the ratios in which the cash and collaterals are to be deposited and maintained by the Member broker. In addition, the Exchange requires the member broker to deposit some of the margins like MTM, in Cash only.
- SHARE INDIA shall therefore charge a delayed payment penalty, not exceeding 2% per month plus GST, on account of delays/failure by the client in meeting the pay-in obligations on the scheduled date and also where the clients take exposure in F&O segment by depositing collaterals in a ratio which is disproportionate to the Cash versus collaterals ratios prescribed by the Exchanges. The above-mentioned delayed payment charges shall be levied for the entire period commencing from expiry of respective pay-in deadline till the date of actual realization of relevant dues from the client.
- SHARE INDIA may also pay interest at such rates not exceeding prevailing bank rates on the unutilized margin amount lying on behalf of the client with SHARE INDIA to such clients, as it may deem fit in its sole discretion, from time to time.
- Penalties levied by Exchanges :**
- Further Exchanges levy various penalties on the member brokers on auction resulting from short deliveries, non adherence to client-wise exposure limits, client-wise shortfall in F&O Margin and for other reasons which may be defined by the Exchange from time to time. SHARE INDIA shall therefore pass on any such penalty levied on it to the respective client's account.
- Interest Free Deposits :**
- SHARE INDIA provides exposure against the upfront margin received in the form of cash / collateral from the client. The client may at anytime demand withdrawal of cash and collaterals at his discretion. Therefore SHARE INDIA shall not pay any interest or other benefit to the client for maintaining cash balances or depositing collateral margins with SHARE INDIA.
- 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**
- SHARE INDIA shall have right to sell client's securities, both unpaid securities as well as collaterals deposited towards margins, or close out client's open positions, without giving notice to the client where there is a delay/ failure of the client to meet the pay-in obligations and / or there is a failure of the client to bring additional margins to cover the increase in risk in the dynamic market conditions.
- a. Unpaid Securities in Capital Market :**
- i. In case of unpaid obligation on T+3, SHARE INDIA may sell the unpaid/ partially paid securities. In addition SHARE INDIA may sell the collaterals deposited by the client towards margins and/ or paid securities purchased by the client in earlier settlements where the sale of proceeds of unpaid securities are inadequate to cover the pay-in obligations and/ where the unpaid securities appear to be comparatively illiquid and cannot be sold at reasonable rates to the extent required.
  - ii. SHARE INDIA may follow the LIFO method for liquidation of securities but it shall not be binding on it to follow this method in all cases.
- b. The margin shortfall in F&O:**
- i. Positions of the client may be closed out to the extent of margin shortfall on the T+1 basis.
  - ii. While computing margin shortfall, value of unapproved securities shall not be considered.
  - iii. As per the current Exchange requirements, the Member Broker is required to maintain a 50:50 ratio between cash and collaterals margin deposited with the Exchange. SHARE INDIA shall therefore have the prerogative to insist for at least 50% of margin in cash and may not consider the value of securities over and above the cash component for the purpose of calculating margins shortfall and close out the F&O position wherever it finds the deviation. However, sales made in capital market segment shall not be considered while closing F&O positions on T+1 basis due to margin shortfall.
- c. Intra-day Positions :**
- SHARE INDIA shall have right to close out any intra-day positions taken by the client after a defined "Cut-off" time (Presently 20 minutes before close of market).
- d. General :**
- i. While selling the securities/ closing the clients positions, SHARE INDIA may take into account the sales made by the client, positions closed by the client or collections received from the client till a cut-off time (presently 12.45pm).

- ii. While selling the securities/ closing the clients positions, SHARE INDIA may not take into consideration Cheques/Bank drafts/Pay orders deposited by the client with SHARE INDIA until clear proceeds of such instruments are received by SHARE INDIA in its bank account.
- iii. SHARE INDIA shall have the right to sell client's securities or close out client's open positions but it shall not be under any obligations to undertake this exercise compulsorily. SHARE INDIA shall therefore not be under any obligation to compensate/ or provide reasons of any delay or omission on its part to sell client's securities or close open positions of the client

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

Our company shall strive to handle all the instances involving internal shortages in terms of NSE Clearing Limited's Circular No. NCL/CMPT/46456 dated 25<sup>th</sup> November, 2020 as may be applicable from time to time.

However, in all such cases, wherein the internal shortages cannot be handled as per afore-mentioned circular, the internal shortages shall be handled in terms of policy declared on our website [www.shareindia.com](http://www.shareindia.com).

**7. Conditions under which a client may not be allowed to take further position or the broker may close the existing position of a client**

**a. All Markets :**

Where client is not having adequate margins as per conditions defined under Section 2.

**b. Capital Market:**

- i. Where the client has not been able to meet his pay-in obligation in cash by the schedule date of pay-in irrespective of the value of collaterals available with SHARE INDIA.
- ii. Clear proceeds of the cheque deposited by the client to meet the pay-in obligations has not yet been received by SHARE INDIA.
- iii. Client is trading in "illiquid" scrips and volumes in his account exceed internal cut off limit fixed by SHARE INDIA.
- iv. SHARE INDIA exposure at "house level" in a specific scrip / contract exceeds the internal limits fixed by SHARE INDIA.

**c. F&O:**

- i. Where the client has not met Market to Market loss in cash
- ii. Where the "open" positions in a contract exceed or are close to market wide cut-off limits
- iii. Where the client's position is close to client-wise permissible "open" positions.
- iv. During the applicable delivery/tender period.

**d. INTRA-DAY :**

Clients will not be able to place intra-day orders after a cut-off time fixed by SHARE INDIA. (Presently 20 minutes prior to close of market)

**Event Based:** Where based on happening of an event, SHARE INDIA has the risk perception that further trading in the securities/ contracts may not be of interest of its clients and/or the market.

**8. Temporarily suspending or closing a client's account at the client's request**

SHARE INDIA may carry a periodic review of the client accounts and may suspend the accounts from Trading in the following circumstances :

- Where the client is inactive for more than 12 months
- Where the client has not cleared the naked or uncovered debits which are more than 7 days' old.
- Where the account is under investigation by any regulatory body .
- Based on the recommendations made by the Branch Manager due to excessive speculations, un-cleared balances etc.
- Physical contract notes are received back undelivered due to reasons like "no such person", "addressee left", refusal to accept mails, POD's signed by the third persons, signature mismatch on POD's or other reasons which may create suspicion.
- Close out of the open positions.
- Non updation of communications details viz., email id, Mobile no, Land line details or it is found to be belonging to a third person.
- Client lodges a compliant either directly with SHARE INDIA or through Exchange alleging unauthorized trades being executed in his account.
- On notices received from statutory, Government or Local authorities and/or Income Tax, Service Tax, Judicial or Quasi Judicial authority, etc.
- Where a client is reported to or known to have expired.
- SHARE INDIA may also suspend the account based on the written request received from the client.

**9. Deregistering a client**

- SHARE INDIA may de-register the client account based on action taken by SEBI/NSE/BSE/MCX/ NCDEX or being part of list of debarred entities published by SEBI.
- SHARE INDIA may also initiate action for deregistering a client on basis of the information found in sites of CIBIL, Watch out investors, world check or client having suspicious back ground, link with suspicious organization, etc.,
- SHARE INDIA shall have right to close out the existing positions, sell the collaterals to recover its dues, if any, before de-registering the client.

**10. Payment Terms**

The clients' shall be required to ensure that full payment towards funds pay-in obligations are made by them latest by respective pay-in deadline. Any default on this count may lead to retention of securities received in pay-out. Such securities, if any, shall be dealt with in accordance with the contents of para "Handling of Unpaid Securities".

**11. Handling of Unpaid Securities**

In all such cases, wherein client is unable to fulfill his/her funds pay-in obligation by respective pay-in deadline, then the securities pay-out due to the client may be transferred to company's "Client Unpaid Securities Account" as per company's applicable Risk Management Policy. Further, in case of non-payment within 5 trading days from the date of securities pay-out, the unpaid securities may be sold from the Unique Client Code (UCC) of the respective client as per company's applicable Risk Management Policy. Profit/loss on the sale transaction, if any, in relation to sale of unpaid securities, shall be transferred to /adjusted from the respective client account. Remaining securities lying in Client Unpaid Securities Account, if any, shall be returned to the client.