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Asha Credit & Securities (P) Ltd

RMS POLICY

The following document describes the risk management policy followed by Astha Credit & Securities Private Limited hereinafter referred as Rupeezy. Please read it carefully as it pertains to your trading activity. The policy is applicable to all the segments of Rupeezy.

1. INTRODUCTION

According to what we gather, the Company implemented this policy in its role as a SEBI-registered intermediary with the aim of reducing any risks associated with the handling of client portfolios and the investments made by its clients. Securities investments are subject to unpredictably high market risks. The Account Opening Document explains numerous risks that our customers could encounter in the market. Although there is always a risk of loss in the market, we as your broker work to reduce that risk through a dynamic risk management policy, which is an essential component of how we operate business. It is important that you, as one of our clients, become aware of our risk management policy and how it will apply to your transactions. Importantly, the risk management policy is not insurance against losses; rather, it is a set of precautions and actions that are taken to keep risks to a minimum. The Policy is subject to modification in accordance with our assessments of market risk and applicable SEBI/Exchange requirements.

2. REFUSAL OF ORDER FOR CATEGORISED STOCK:

- **Policy for Penny Stocks/ASM/GSM Category**

Stocks which appear in the list of illiquid securities and ASM/GSM/ Category issued by the Exchanges from time to time are considered penny stocks. These stocks are generally considered volatile stocks to be highly speculative and high risk because of their lack of liquidity, large bid-ask spreads, small capitalization and limited following and disclosure. Depending on the market condition, Exchange guidelines and RMS policy of the company, Rupeezy reserves the right to refuse to allow trading and/or provide limits on these kinds of scrip.
Exchanges has vide their respective circulars have provided for guidelines on ASM/GSM securities. The client can refer to the same in case of explanation required. Newly listed shares usually volatile and hence, the chances for rate fluctuations are higher.

- **Trading in newly listed shares, illiquid securities and illiquid F&O contracts / thinly traded commodity/ currency.**

Newly listed securities, illiquid securities, and Trade-to-Trade securities which have high VAR margin are subject to high market risks and rate fluctuations. Illiquid securities and

Trade-to-Trade securities will have a daily price range (DPR) whereby the chances that these shares can reach the upper DPR orLower DPR during a trading day are higher than other securities. Hence, the dealing in these securities will be subject to permission from the surveillance department and the available credit balance.
In the case of Derivative contracts which are Illiquid, dealing would be restricted and would be subjected to permission from the Risk and Surveillance department.

3. SETTING UP CLIENT'S EXPOSURE LIMITS :

Collateral based limit / exposure will be set for clients for transacting in Capital Market and Derivative segments. While computing the available margin, clients with ledger balance either credit or debit & the Collateral amount with Hair cut applicability. Margin can be paid in the form of cash and collateral. Collateral will be valued on daily basis at latest / previous day closing price and appropriate hair- cut shall be applicable. List of collateral/securities along with applicable haircut, is subject to revision from time to time as per exchange, market volatility , quality of collateral and internal guidelines; and same can be obtained from the website. For margin calculation collateral based on VAR margin or minimum 20% whichever is higher, as prescribed by Exchange, will be considered for setting limits.

As per SEBI circular ref.no. SEBI/HO/MRD2_DCAP/CIR/2021/0598 dated July 20, 2021, regarding Segregation and Monitoring of Collateral at the client level. A trading limit will be provided to the client once the funds are allocated at the exchange, whereas there may be some delay in allocation due to some technical reason.

Clients can place orders in the following products:
- INTRADAY/BO (Margin Intraday / Bracket Order)
- CNC (Cash and carry) /delivery/Carry forward & MTF

If a client wishes to use margin, he/she can place orders with the Intraday/BO product type. Once the trade has been filled, only a portion of the full applicable margin will be blocked as per margin requirements for the stock.Rupeezy will square off all open positions under the Product type Intraday/BO anytime during the last 30 minutes of normal market closure timing. If a client wishes to hold a stock overnight or doesn't want auto square-off by the system, they can place orders using the Delivery/Carry product type, with the full amount of margin applicable at the time of order.

Rupeezy may be unable to inform the client of such variation, reduction, or imposition in advance and, shall also be entitled to square-off/liquidate/sell/close the position(s) and/or stock/ currency/ commodity as if may deem fit without any reference to the client, in case the client fails to maintain deposit /sufficient margin as required. The client agrees that company shall not be responsible for such variation, reduction, or imposition

or the client's inability to route any order on account of any such variation, reduction, or imposition of limits. The policy will be at the discretion of Rupeezybased on margin availability, selection of the scrip/ currency/commodity component of cash and securities, past track records of the client, volatility in the market, and other relevant factors.

Exposure limit of the client will be set by our Risk Management & Surveillance (RMS) Departmenton the basis of above criteria and will vary from time to time due to conditions mentioned above.

4. BROKERAGE APPLICABLE

Brokerages will be applied in accordance with the fees agreed upon by the client, either during the KYC process during client registration, or subsequently through a written agreement or email exchange between the client and Rupeezy. The maximum amount of brokerage permitted by Exchange bye laws shall not be exceeded by the rate of brokerage. The government or a statutory authority may occasionally levy any appropriate taxes, government levies, or levies that are in effect at the moment. When placing orders, customers have access to view charges and taxes on the Trading Application.

5. CONDITIONS UNDER WHICH A CLIENT MAY NOT BE ALLOWED TO TAKE FURTHER POSITION OR THE BROKER MAY CLOSE THE EXISTING POSITION OF A CLIENT.

Orders may be refused to execute or allowed to execute by trading application for a variety of reasons, including but not limited to a lack of securities or margin, an order being outside the RMS's/ Exchange's or SEBI's set limits, or any other factors that Rupeezy might deem appropriate under the circumstances.

5.1 Updates w.e.f. from 1st September 2020, changes applicable in the margin and trading exposure applicable as per the referred SEBI Circular dated 31st July 2020 SEBI/HO/MIRSD/DOP/CIR/P/2020/146.

In view of the above, from 1st September 2020 onwards no trading exposure shall be allowed on the following unsettled values since the same cannot be considered towards upfront margin.

Activity	Action
Stock sold from	Since we debit the stock on the same day and provide them to the

demat holding/ BTST	exchange under the early pay-in mechanism, if the EPN is successful and the EPN amount is allocated, then the clients can use the proceeds.
Intraday profits	Clients cannot use their earnings until they have been settled by the exchanges, which is T+1 for F&O and Equity& Commodity.
Option sold	Customers may only utilize funds to purchase options within the same segment. However, revenues from any other segment can only be utilized following exchange settlement.

- For non-payment or erosion or margins or other amounts, outstanding, debts etc. Rupeezycan adjust the proceeds of such liquidation / close out, if any against the client's liabilities / obligations.
- In case of non-payment or erosion or margins or other amounts, outstanding, debts etc. it is at discretion of Rupeezyto liquidate the securities after T+1 or T+4 days in proportion to the outstanding amount and client shall be abide by this RMS Policy.
- If the broker's exposure is more than 90% and above, no fresh trade will be allowed.
- The client agrees that Rupeezy may, in its sole discretion, close out all of his or her open positions. The client also has a responsibility to keep an eye on his, her, or its outstanding. The open position or contract may be closed at our discretion, in accordance with the Risk Management & Surveillance (RMS) policy, without further notice to the client in the event of any delay or failure on the part of the client to meet any obligation, margin requirements, etc.
- Under the certain market conditions, it may difficult or impossible to liquidate a position in the market at a reasonable price or even no liquidation may take place at all, when there no outstanding orders, either on the buy side or the sell side, or if trading is halted in a security/ commodity due to any action on account of unusual trading activity or stock/commodity has hit circuit filters or for any other reason as prescribed or instructed by SEBI. The client is fully responsiblefor his/her obligations.
- If we suspects that a client has engaged in criminal activity, committed fraud, violated the terms of the member client or tripartite agreement, or has omitted to follow or disregarded any laws, rules, regulations, or instructions from a legitimate authority, whether Indian or foreign, Rupeezy is entitled to disable/freeze the account or trading facility/any other service. Client borne all risk and responsibility for any gain or loss resulting from these transactions.

6. TRANSFER OF UNPAID CLIENT SECURITIES FROM CLIENT UNPAID SECURITIES DEMAT ACCOUNT(CUSPA) TO CLIENT'S DEMAT ACCOUNT.

- Rupeezy is authorized to move unpaid/partially paid client securities from CUSPA (Client Unpaid Securities Pledge Account) to the client's demat account in the event of receiving a pledge request from the client.
- It would be the duty of the client to monitor his/her/its position with Rupeezytime to time. Client has to pay MTM losses (if any) or liable to pay any debit in his/her/its ledger.
- In case of any delay or failure by the client in meeting any obligation, mark to market, margin requirements and interest as charged etc. The client hereby authorized Rupeezyto square off all his/her/its outstanding positions, by invoking the pledged securities, at the discretion of Rupeezy. It is client's responsibility to pay remaining balance amount (if any) which is due after squaring off all the position.
- Where the client has not submitted the POA/DDPI for the DP account,Rupeezywill reserve the right to square off such securities.
- Client can hold his unpaid or partly paid share for more than T+1+4 days on requesting to pledge & transfer it in his demat account, the shares will be transferred to client's demat account and the below points are applicable:

  1. Daily Mark to Market losses shall have to be paid latest by T+1 day and any shortages in respect of Margin shall be payable forthwith.
  2. In case of default to provide Mark to Market losses or Margins accordingly, Your stock broker shall be entitled to square off the positions in proportion to debit amount with or without prior notice.
  3. Client is abided to clear their debit amount and interest as applicable the stipulated time.On non clearance of debit before the stipulated time, your stock broker shall be entitled to square off the positions in proportion to debit amount with or without prior notice.

7. MTF (Margin Trading Facility)

- Stocks bought under MTF, has to be pledged to be considered as MTF position. Else, it will be allocated to Normal CM segment.
- In case a client does not provide approval for NSDL pledge requests on MTF positions on or before T+1 Day then the same would be shifted to Normal obligation and treated like Normal delivery trade.

- The broker may liquidate the securities if the client fails to meet the margin call made by the broker, or, in case of any delay or failure by the client in meeting any obligation, mark

to market, margin requirements etc. It would be the duty of the client to monitor his/her/its position with Rupeezytime to time. Rupeezyis authorized to square off all his/her/its outstanding positions at its discretion. It is client's responsibility to pay remaining balance amount (if any) which is due after squaring off all the position.

- Brokerages in MTF Product will be charged at 0.2% for intraday & delivery.
- Interest would be charged on funded amount @ 0.04% per day i.e. 14.99% per annum.
- In case any scrip is removed from MTF List, than client should square off his position before the effective date of its removal from MTF category.

MTF for Non-POA / DDPI Clients:-

- MTF Facility will be available only for those clients whose POA/DDPI is available
- This pledging process is required because it is funded by broker.

- **TEMPORARILY SUSPENDING OR CLOSING A CLIENT'S ACCOUNT AT THE CLIENT'S REQUEST :**

- Client may instruct the member to close the account or suspend the trading through client's account for period as specified in the request in writing and duly signed by him. Rupeezy can withhold the payouts of client and suspend client's trading account due to surveillance action of Rupeezy or judicial or / and regulatory order / action requiring client suspension. Rupeezy shall maintain such suspension / disablement till such time as it deem fit or till the client make a specific request and complies with required formalities in that regard.

8. **DE-REGISTERING A CLIENT :**

The parties to the agreement shall be entitled to terminate the agreement or any part thereof without giving any reasons to the other party, after giving notice in writing of not less than one month to the other party. For that purpose, the client will be liable first to settle his / her / its account in full. In case of any shortfall or any dues or payment remaining after adjusting the margin account, the client will be liable to make payment of the same. In case of surplus arising after netting off of the account, client shall be entitled to receipt of the same.

In the following circumstances Rupeezyshall be entitled to suspend or terminate the agreement without prior notice.

- The client has breached the Agreement.

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- Upon the death, winding up, bankruptcy, liquidation or legal incapacitation of the client or is designated as a defaulter by any credit rating agency or any action or proceedings have been initiated by the relevant regulator / authority including SEBI.
- The client fails to maintain the bank account and/ or thedemat account (or any replacement thereof).
- The client has misrepresented facts at the time of entering in to this agreement or at the time of giving instructions or otherwise.
- The client fails to meet his / its payment obligations under this agreement or otherwise due to Rupeezy.
- The client has violated applicable law, more particularly, the securities laws and by-laws, rules and regulations of the respective stock exchanges on which the client trades.
- If the client migrates to a jurisdictions which prohibits trading in Indian Securities or otherwise subjects Rupeezyor any of its employees to any licensing or registration requirements.
- Upon termination of the agreement, all other agreements, annexure and writings, supplementing the agreement entered in to by and between the parties hearing shall stand terminated.
- Notwithstanding any such termination all rights, liabilities and obligations of the parties arising out of or in respect of transactions entered in to and prior to the termination of the agreement shall continue to subsist and vest in / be binding all the respective parties or his /her / its respective heirs, executers, administrators, legal representatives or successors as the case may be.

RMS TRADING POLICY

(1) MIS/INTRADAY: All MIS/Intraday orders/trades have to be necessarily closed intraday. In NSE/BSE your Broker close/square off MIS/intraday position at 3.10 pm and In MCX your broker close/ square off MIS/ Intraday positions at 11:00 PM / 11:30 PM. Rupeezywill not be responsible for any uncovered open position on account of any technical failure. The change in the timing of the squaringoff all open intraday position may change on the discretion of Company Management/ RMS team depending on the market volatility and other external factors and prior information of this may or may not be (depending on the market volatility situation) provided through messenger of trading software. But don't just rely on the Broker to take care of your position because the onus of closure is on you and not on the Broker.

Note : Came into force from 10-02-2025 - For NSE / BSE intraday position.

In NSE/BSE your Broker closes / square off MIS / intraday position after 3.20 PM, first priority will be client, if client fails to close out their intraday position, then only broker will be squared off/close out the intraday position. Rupeezy will not be responsible for any uncovered open position on account of any technical failure.

(2) Mark to Market Square off: At any given point in time, if the MTM level of the client breaches 80% of hiscleared settled balance of cash & derivative segment, the risk-management team would square off the complete positions of the client with or without intimating the clients.

For sake of better understanding, the square off percentage of 70% or 80% is basically the threshold base limit and it should not be construed as exact 70% or 80% for square off. The position may get squared off at exact 70% or 80% or above the base threshold limit. Due to market extreme volatility, it may not be possible tomonitor the square off limit from percentage (%) to percentage (%). Sometimes it may be more than your total cleared settled balance in cash & derivative segment. In this situation also, Client is liable to pay the Debit.

For intra- day leverage, liquidation is triggered on following basis: • Earlier of MTM Loss basis i.e. margin erodes by 80% of total margin blocked. At any given point in time if the MTM level of the client breaches 80% of his available Cash /pledged share as margin, the risk team would square off the complete positions of the client with or without intimating the clients. For sake of better understanding, the square off percentage of 80% is basically the threshold base limit and it should not be construed as exact 80% for square off. The position may get squared off at exact 70% above the base threshold limit. Due to market extreme volatility it may not be possible to monitor the square off limit from percentage (%) to percentage (%). Further the above square off will also be based on the extreme volatility in the market which may have severe impact on the client and the company. The Company may or may not inform the client on the same in case of potential fluctuation. This would occur at the discretion of the Risk team. It would be client responsibility to ensure that sufficient margin is available at all the times.

Positions taken under intra- day leverage product will be squared off immediately if the price gets triggered. Square off can also be initiated by client before 3.10 PM. else,Rupeezy shall endeavor to square off the position at any time after 3.10 p.m. In case the said position is not squared off before closure of the market, the position shall be carried forward to the next day. In such cases the client shall be responsible for ensuring that adequate margins are available in the clients account with Rupeezy in order to ensure that there is not shortfall in the account. In case there is a margin shortfall, the positions may be squared off based on the risk management policy of Rupeezy. Margins shall be placed in form of funds and / or securities subject to appropriate haircut based on risk management policy of Rupeezy. Client would be liable for penalty for shortfall in payment margin from time to time within the ambit of regulations.
Also, in case the MTM square off is done, the residual fund if any will be blocked to trade till the client adds fresh funds to bring the overall MTM percentage sufficient below the threshold limit.

Further the square off will also be based on the extreme volatility in the market which may

have severe impact on the client and the company. The Company may or may not inform the client on the same in case of potential fluctuation.

There may or may not be a margin calls or intimation from our RMS desk.

It is advised to client to take a stop loss (proper range between price and Trigger price) in order to avoid major/ unexpected loss. It must be noted that onus of closure is completely on client and not on Broker.

Margin Square-off : If at the time of taking position, client have sufficient margin but during the position is open & additional upfront margin is required as per the peak margin file received from the exchange at regular interval, client is liable to pay the additional funds as required within the time to continue the position. There may or may not be a margin callsor intimation from our RMS desk in case of potential fluctuation. Positions which do not have sufficient funds can be squared off/ converted for intraday square off any time at the discretion of our RMS desk.But don't just rely on the Broker to take care of your position because the onus of closure is on you and not on the Broker.

Penalty on Short Margin F&O:-

As per NSE circular NSE/INSP/64315 Dated 01/10/2024 passing on of the penalty levied by clearing corporations of short/non-collection of upfront margins may be passed on to client if short/non collection of upfront margin is on account of following reasons attributable to client:

- Cheque issued by client to member is dishonoured.
- Increase in margins on account of change in hedge position by client/ expiry of some leg(s) of the hedge positions of the clients

DPR based Square Off – (Anytime during the Day)

Exchange prescribes Daily Price Range (DPR) for most of the stocks. If the client has taken an intraday position in any of these stocks and the stock is nearing (90% approx.) its upper threshold of DPR range or lower threshold of DPR range, then risk team may / will square off the position and client will subsequently receive confirmation of this. The Company may or may not inform the client on the same in case of potential fluctuation. But don't just rely on the Broker to take care of your position because the onus of closure is on you and not on the Broker.

Ageing Debit Square off (T+ 5)

It is client's obligation to clear his/her outstanding dues by T+1 (T indicates Trading day). The client shall ensure timely provision of funds to Rupeezyso as to meet exchange obligations Rupeezyreserves the right to close the positions / sell securities to the extent of ledger debit and /or to the extent of margin obligations.

Selling will be done in clients account on T+6 days for the ledger debit which is more than

T+5 days on ageing basis.

For e.g.: All trades executed on Monday will be squared off on next Monday (T+6) where T indicates Trading day. In other words, if funds are not received for scrips purchased on Monday by next Monday i.e. T+5, Rupeezy shall liquidate securities to the extent of ledger debit.

Sequence of Square Off

Rupeezywill reserve the right to square off securities if the funds are not received within 6 days from the date of purchase and client is abided to fulfill any obligation arising out of it.

Physical settlements in Leverage segment

FUTURE & OPTION

- Future Contract for trading on the expiry day is allowed for intraday only, for position to physical delivery, the entire value of the contract would be required.
- All Options contracts (ITM / ATM / OTM) will be blocked for trading on the expiry day.

Rupeezy reserves the rights to liquidate the contract without allowconverting to physical settlement.

COMMODITIES

- Contracts would be blocked for trading five days prior the staggered period for physical delivery contract.
- If the buyer wishes to convert the position to physical delivery, the entire value of the contract would be required.

In case the amount is not supplied, Rupeezy reserves the right to liquidate the contract without allowing converting to physical settlement.

(3) SYSTEM/NETWORK CONGESTION: Trading on exchanges is in electronic mode, based on satellite/leased line-based communication, combination of technologies, and a computer system to place and route orders. Thus, there exists a possibility of communication failure or system problems or slow or delayed response from the 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 and may result in delay in processing or not processing buy or sell orders either in part or full. Due to this, if any obligation arises out of his/her trades,Client is fully responsible. You are cautioned to note that although these problems may be temporary in nature, but when you have outstanding

open position or unexecuted orders, these represent a risk because of your obligation to settle all executed transactions.As we have multiple trading platform based on IBT (Internet Based trading) and WT (Wireless Trading),In case client face any issue in any one of our trading platform client can login to othertrading platform given to the clients with same Id & Password and if problem persist client can use our call and trade facilities.

(4) CLIENT MAPPING: Client mapping Codes to be mapped to the respective dealers only and not to any other entity.

POLICY TO MITIGATE OTHER RISK ASSOCIATED WITH BUSINESS

- We have online real-time basis risk management software with well defined parameters installed in our trading system provided by outside vendor who has provided similar software and proven functioning of the same.
- The risk parameters are the very well defined by the Chairman & Managing Director and the risk management team sitting at Head Office .The executive personnel do not have any authority to change any risk parameters defined and instructed to them and installed on the software.
- Further, the trade surveillance and monitoring of trading activities of different constituents connected to our main server is being viewed on continuous basis and alerts, warnings are sent to the erring constituents immediately and corrective actions are taken instantly.
- Further, strict monitoring and follow-ups is being kept on all the branches after day end reports and any warnings or correction in security parameters on the risk management software is requiredwill be taken care of.
- Further, the analysis of trading activity of major clients is being regularly done to ensure that no risk of bad debts or faulty activity is carried out by any constituents.

How to Freeze and Unfreeze Your Account?

- **Freeze Account**: You can freeze your account by sending mail to stoptrade@rupeezy.in or by calling our support number 0755-4268599 from your registered email ID or phone number. Your account will be frozen within 15 minutes during market hours.
- **Unfreeze Account**: You can unfreeze your account by sending mail to stoptrade@rupeezy.in or by calling our support number at 0755-4268599 from your registered email ID or phone number. Your account will be unfrozen within 15 minutes during market hours.

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Requests to freeze/unfreeze a trading account received from an unregistered phone number or email ID will not be entertained.

Pre-conditions to freeze your account?

- There should be no open positions (including MTF positions) in your account
- There should be no pending orders in your account

What Happens When Your Account is Frozen?

- New order placements will be disabled
- GTT orders will be rejected
- IPO applications will be disabled
- Fund transfers and withdrawals will be allowed
- New profile modifications will be disabled

Alternatively, you have the option to freeze or unfreeze specific segments of your account, which temporarily suspends trading activities only within those segments. For instance, freezing the NSE F&O segment disables order placement within that segment while allowing orders to be placed in other segments such as Equity and Commodity.

Note: Freezing of your account does not imply closure of the account

DISCLAIMER/ INFORMATION:-

This risk assessment and management policy shall subject to change and modification, if needed, considering the dynamics of operations, business plans and strategy of managements from time to time. The Board of Directors before implementation shall approve all changes in this policy. The amended policy has to be uploaded on the website of Astha Credit & Securities Private Limited from time to time.

Astha Credit & Securities (P) Ltd

Approved By: Satish Chandra Gupta
Director

Revision History:

Version:	Release Date	Reason for Change	Change Description
1	19-05-2023	NEW	NEW RELEASE
2	06-05-2024	ANNUAL REVIEW	Our trademark is registered in the name of "Rupeezy" and the same is updated.
3	17-10-2024	Mandatory Review	Addition in Ref to NSE circular No.69/2024 dated 01.10.2024
4	07-02-2025	Mandatory Review	Addition in Intraday square off/ close out timing.
5	02-05-2025	Annual Review	No change
6	15-04-2026	Annual Review	No change