

Annexure-7

Document describing significant policies and procedure of the stock

This Policy and Procedure document of Allreach Commodities India Private Limited contains important information on trading in Equities, F&O and Commodity Derivative segment(s) of the Exchange(s) through Allreach Commodities India Private Limited. All clients should read this document before trading. Since the dimensions of Securities Trading are dynamic and ever-changing, Clients are further advised to keep themselves updated with the changing environment and Regulatory provisions, frame work and environment.

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 Allreach Commodities India Private Limited:

- a. Scrip which are quoting at less than Rs. 10/- on any of the Exchanges.
- b. Scrips appearing in the list of illiquid securities issued by the Exchanges periodically.
- c. Securities forming part of Trade-to-Trade settlement.
- d. Securities forming part of Z group.
- e. Scrips on which Exchange VaR is more than 50%.
- f. Scrip whose average daily volume is less than 15000 shares (collectively for all Exchanges) in last seven days.
- g. Any Securities which in the opinion of Allreach Commodities India Private Limited is likely to be a Penny Stock. Trading in Penny stocks may be allowed to clients at the sole discretion of Allreach Commodities India Private Limited. Also, Allreach Commodities India Private Limited 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 Allreach Commodities India Private Limited may insist upto 100% advance payment/ sufficient clear ledger credit balance and similarly if client wishes to sell Penny stock, then Allreach Commodities India Private Limited may insist that shares should be first transferred to beneficiary demat account of Allreach Commodities India Private Limited. Under no circumstances, Allreach Commodities India Private Limited shall be held responsible for non-execution/delay in execution of such orders and consequential opportunity loss or financial loss to the client.

SETTING UP CLIENT'S EXPOSURE LIMITS

As a part of sound risk management policy of Allreach Commodities India Private Limited, the client will not be allowed to place orders in far months contract i.e. any order having expiry cycle of three months (far away contracts) in the Derivatives Segment. In the event of crossing of Market Wide Position Limit (MWPL) (in terms of the number of open positions in underlying security) specified by SEBI / Exchange in a security and a security being under ban / restriction period, the client shall not be allowed to take new / further position in the said security during such ban / restriction period, and the client shall be allowed to trade only to decrease his/ her / its position through offsetting positions in the said security during which the ban / restriction on fresh position is in force for the said security. In the event of crossing Trading Member Position Limit (TMPL) and / or Client Level Position Limit (CLPL), whether the security is under ban / restriction period or not, the clients shall not be allowed to take new / further position in the said security and the clients shall be allowed to trade only to decrease his/ her / its position through offsetting positions in the said security till the Trading Member

Position Limit (TMPL) and / or Client Level Position Limit (CLPL) comes within the permissible trading limit in the said security. Allreach Commodities India Private Limited may from time to time impose and vary limits / margins requirement on the orders that the client can place through the stockbroker's trading system (including exposure/margin limits, turnover limits, limits as to the number, value and/or kind of securities in respect of which orders can be placed etc.). The client is aware and agrees that Allreach Commodities India Private Limited may need to vary or reduce the limits or impose new limits urgently on the basis of Allreach Commodities India Private Limited risk perception and other factors considered relevant by Allreach Commodities India Private Limited including but not limited to limits on account of Exchange /SEBI directions / limits (such as broker level / market level limits in security specific /volume specific exposures etc.) and Allreach Commodities India Private Limited may be unable to inform the client of such variation, reduction or imposition in advance. The client agrees that Allreach Commodities India Private Limited shall not be responsible for such variation, reduction or imposition or the client's inability to route any order through Allreach Commodities India Private Limited's trading system on account of any such variation, reduction or imposition of limits. The client further agrees that Allreach Commodities India Private Limited may at any time, at its sole discretion and without prior notice prohibit or restrict the client's ability to place orders or trade in securities through Allreach Commodities India Private Limited or it may subject any order placed by the client to a review before its entry into the trading systems and may refuse to execute / allow execution of orders due to but not limited to the reason of lack of margin / securities or the order being outside the limits set by Allreach Commodities India Private Limited / exchange / SEBI and any other reasons which Allreach Commodities India Private Limited may deem appropriate in the circumstances. The client agrees that the losses, if any on account of such refusal, or due to delay caused by such review, shall be borne exclusively by the client alone. Allreach Commodities India Private Limited is required only to communicate / advise the parameters for the calculation of the margin / security requirements as rate(s) / percentage(s) of the dealings and/or as SPAN requirement, through any one or more approved means or methods such as post /speed post / courier / registered post / registered A.D / facsimile / cable / e-mail / voice mails / telephone (telephone includes such devices as mobile phones etc.) including SMS on the mobile phone or any other similar device; by messaging on the computer screen of the client's computer; by informing the client through employees / agents of Allreach Commodities India Private Limited; by publishing / displaying it on the website of Allreach Commodities India Private Limited /making it available as a download from the website of Allreach Commodities India Private Limited; by displaying it on the notice board of the branch/office through which the client trades or if the circumstances, so require, by radio broadcast/television broadcast/ newspapers advertisements etc; or any other approved mode or manner. The client agrees that the postal department /the courier company and the e-mail/voice mail service provider and such other service providers shall be the agent of the client and the dispatch shall be complete when communication is given to the postal department / the courier company / the e-mail /voice mail service provider, etc. by Allreach Commodities India Private Limited once parameters for margin /security requirements are so communicated, the client shall monitor his / her / its position (dealings / trades and valuation of security) on his / her / its own and provide the required / deficit margin / security forthwith as required from time to time. The client is not entitled to trade without adequate margin / security and that it shall ascertain beforehand the margin / security requirements for his / her/its orders / trades /deals and to ensure that the required margin / security is made available to Allreach Commodities India Private Limited in such form and manner as may be required by Allreach Commodities India Private Limited. If the client's order is executed despite a shortfall in the available margin, the client, shall, whether or not Allreach Commodities India Private Limited intimates such shortfall in the margin to the client, make up the shortfall suo motu immediately. 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 Allreach Commodities India Private Limited & / or exchange & / or SEBI. Allreach Commodities India Private Limited is entitled to vary the form and manner (i.e., the replacement of the margin / security in one form with the margin / security in any other form, say, in the form of money instead of shares) & / 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 Allreach Commodities India

Private Limited are not eligible for any interest. Allreach Commodities India Private Limited is entitled to include / appropriate any / all pay out of funds & or securities towards margin / security without requiring specific authorizations for each payout. Allreach Commodities India Private Limited is entitled to transfer funds &/ or securities from his account for one exchange & /or one segment of the exchange to his / her /its account for another exchange & /or another segment of the same exchange whenever applicable and found necessary by Allreach Commodities India Private Limited. The client also agrees and authorizes Allreach Commodities India Private Limited to treat / adjust his / her /its margin / security lying in one exchange & / or one segment of the exchange / towards the margin / security / pay in requirements of another exchange & / or another segment of the exchange. Allreach Commodities India Private Limited is entitled to withhold the securities received from the exchange as payout if there is a negative ledger balance in the client's account. Such withheld securities will be released to the clients demat accounts as per Allreach Commodities India Private Limited policies which will be available on Allreach Commodities India Private Limited's website and will be communicated to clients on a best effort basis. Allreach Commodities India Private Limited is entitled to disable / freeze the account & / or trading facility / any other service facility, if, in the opinion of Allreach Commodities India Private Limited, the client has committed a crime / fraud or has acted in contradiction / violation of any laws, rules, regulations, directions etc. of a lawful authority whether Indian or foreign or if Allreach Commodities India Private Limited so apprehends.

APPLICABLE BROKERAGE RATES ALLREACH COMMODITIES INDIA PRIVATE LIMITED is entitled to charge brokerage within the limits imposed by exchanges from time to time. The brokerage to be charged by Allreach Commodities India Private Limited shall be exclusive of all statutory levies such as services Tax, Stamp duty, SEBI turnover fees, Securities Transaction Tax and other taxes as they exist from time to time and as they apply to the account and transactions of the Clients and for the services rendered to the Clients. Any revision in brokerage will be made only after giving 15 days notice by way of communication through email and through website in writing and as per client consent. In order to provide competitive advantage and scale of economy and operations to the clients, Allreach Commodities India Private Limited will provide new / innovative and economical Brokerage Rate Structure at a rate as mentioned / made available on the Website / portal of Allreach Commodities India Private Limited intimated in writing and as may be mutually agreed and modified from time to time. It shall however be ensured that the Brokerage shall not exceed maximum permissible under the applicable regulations.

IMPOSITION OF PENALTY / DELAYED PAYMENT CHARGES The client agrees that any amounts which are overdue from the client towards trading or on account of any other reason (including shortfall in margin requirement or margin provided in form of collateral in lieu of cash margin) to Allreach Commodities India Private Limited will be charged with delayed payment charges / penalty @ 2% per month or part thereof. The client agrees that Allreach Commodities India Private Limited may impose fines / penalties for any orders /trades / deals / actions of the client which are contrary to the rules / regulations / bye laws 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 Allreach Commodities India Private Limited 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 orders / trades / deals / actions of the client, the same shall be borne by the client. The client agrees to pay to Allreach Commodities India Private Limited brokerage, commission, fees, all taxes, duties levies imposed by any authority including' but not limited to the stock exchanges (including any amount due on account of reassessment / backlogs etc.), transaction expenses as they apply from time to time to the client's account / transactions / services that the client avails from Allreach Commodities India Private Limited also retains the right to charge postage, courier etc. expenses to clients for issuing duplicate copies of statements in regard to client's account. The penalty / delayed payment charges imposed by Allreach Commodities India Private Limited shall be debited to the account/ ledger of the clients. Any change / revision in the scale of penalty / delayed payment charges will be informed to the clients in writing through approved means or methods (and with client's consent) such as post /speed post / courier / registered post / registered A.D / facsimile / cable / e-mail / telephone (telephone includes such devices as mobile phones etc.) including SMS on the mobile phone or any other similar device;

by messaging on the computer screen of the client's computer; by informing the client through employees / agents of Allreach Commodities India Private Limited; and by publishing / displaying it on the website of Allreach Commodities India Private Limited / making it available as a download from the website of Allreach Commodities India Private Limited; by displaying it on the notice board of the branch / office through which the client trades or any other suitable or applicable mode or manner.

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 LIMITED TO THE EXTENT OF SETTLEMENT MARGIN OBLIGATION

The client is required to pay adequate margin payin obligations in full and the clients shall ascertain in advance the margin / pay-in obligations requirement for its order/ trades/ deals and to ensure that the required margin /payin obligations is made available to Allreach Commodities India Private Limited in such form and such manner as may be required by Allreach Commodities India Private Limited from time to time. If the client's order is executed despite a shortfall in the available margin, the client shall, whether or not Allreach Commodities India Private Limited intimates such shortfall to the client, make up for the shortfall suo-motu 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 Allreach Commodities India Private Limited and/or by Exchange. The client shall fulfill all its obligations / liabilities / dues to Allreach Commodities India Private Limited, failing which Allreach Commodities India Private Limited 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 Allreach Commodities India Private Limited without giving any notice to the client. Allreach Commodities India Private Limited may also square up all or any outstanding position and / or sell the securities/collateral available with Allreach Commodities India Private Limited as a part of risk management at any time by giving notice to the client. In case of purchase on behalf of client, the Allreach Commodities India Private Limited may close out its transactions by selling securities, in case the Client fails to make full payment to Allreach Commodities India Private Limited for the same before the time intimated by Allreach Commodities India Private Limited. In case of sale on behalf of client, the Allreach Commodities India Private Limited 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.

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

Allreach Commodities India Private Limited has margin-based RMS system; client may take exposure up to the amount of margin available with us and/or collaterals pledged with us. Client may not be allowed to take position in case of non-availability / shortage of margin as per RMS policy of Allreach Commodities India Private Limited. The existing position of the client and/or shares pledged with us as collateral are also liable to be squared off / closed out without giving notice due to shortage of margin / non-making of payment for their pay in obligation / outstanding debts. Allreach Commodities India Private Limited will have the right to close out all open positions and/or sell client's securities and/ or shares pledged with us as collateral, as and when the client defaults in his settlement/sale delivery/margin/MTM obligations in any segment of the exchanges. The close out/ selling will be only to extent of shortages in Margins, MTM or settlement obligations on all segments of exchange(s). In case the payment of the margin / security is made by the client through a bank instrument, Allreach Commodities India Private Limited shall be at liberty to give the benefit / credit for the same only on the realization of the funds from the said bank instrument etc. at the absolute discretion of Allreach Commodities India Private Limited. Where the margin / security is made available by way of securities or any other approved collateral, Allreach Commodities India Private Limited is empowered to decline its acceptance as margin / security & / or to accept it at such reduced value as Allreach Commodities India Private Limited may deem fit by applying haircuts at least at the rate prescribed by the

exchange or by valuing it by marking it to market or by any other approved method as Allreach Commodities India Private Limited may deem fit in its absolute discretion. Usage of Collateral at discretion of broker Allreach Commodities India Private Limited retains the right to adjust at such rate as prescribed by the exchange or such higher rate as deemed fit the Collateral deposited by the Client against his / her / its settlement / margin obligation. The client shall ensure replenishment of Collateral on account of diminution of values of Collaterals on account of non-cash corporate action initiated by the concerned company whose securities are deposited by the client with Allreach Commodities India Private Limited as Collateral. In the event of diminution of values of Collaterals, Allreach Commodities India Private Limited has the right but not the obligation to square off / close out the open position of the Client. Allreach Commodities India Private Limited will have sole discretion to decide referred stipulated margin percentage depending upon the market condition. In the event of such square off, the client agrees to bear all the losses based on actual executed prices. In case of open position (i.e. short / long) gets converted into delivery due to non 'square off because of any reason whatsoever, the client agrees to provide securities / funds to fulfill the pay-in obligation failing which the client will have to face auction or internal close out; in addition to this the client will have to pay penalties and charges levied by exchange in actual and losses, if any. Without prejudice to the foregoing, the client shall also be solely liable for all and any penalties and charges levied by the exchange(s). Allreach Commodities India Private Limited is entitled to prescribe the date and time by which the margin / security is to be made available and Allreach Commodities India Private Limited may refuse to accept any payments in any form after such deadline for margin / security expires. If the client fails to maintain or provide the required margin / fund / security or to meet the funds / margins / securities pay in obligations for the orders / trades /deals of the client within the prescribed time and form, Allreach Commodities India Private Limited shall have the right without any further notice or communication to the client to take any one or more of the following steps:

- a. To withhold any payout of funds / securities.
- b. To withhold / disable the trading / dealing facility to the client.
- c. To liquidate one or more security (ies) of the client by selling the same in such manner and at such rate which Allreach Commodities India Private Limited may deem fit in its absolute discretion. It is agreed and understood by the client that securities here include securities which are pending delivery receipt.
- d. To liquidate / square off partially or fully the position of sale & / or purchase in any one or more securities / contracts in such manner and at such rate which Allreach Commodities India Private Limited may decide in its absolute discretion.
- e. To take any other steps (including liquidation of client collateral, in any form) which in the given circumstances, Allreach Commodities India Private Limited may deem fit. The client agrees that the loss(s) if any, on account of any one or more steps as enumerated herein above being taken by Allreach Commodities India Private Limited, shall be borne exclusively by the client alone.

SHORTAGES IN OBLIGATIONS ARISING OUT OF INTERNAL NETTING OF TRADES Allreach Commodities India Private Limited shall not be obliged to deliver any securities or pay any money to the client unless and until the same has been received by Allreach Commodities India Private Limited 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 policy and procedure for settlement of shortages in obligations arising out of internal netting of trades is as under: The short delivering client is debited by an amount equivalent T day's closing rate on T+3. The securities delivered short are purchased from market on T+3 day which is the Auction Day on Exchange, and the purchase consideration (inclusive of all statutory taxes & levies) is debited to the short delivering seller client along with reversal entry of provisionally amount debited earlier. (Please note that process for handling of internal shortages may be changed by the broker at its discretion with prior notice of 15 days as per agreed mode of communication which may also be published on the website of Allreach Commodities India Private Limited).

TEMPORARILY SUSPENDING OR CLOSING A CLIENT'S ACCOUNT AT THE CLIENT'S REQUEST On the written request of the client, the client account can be suspended temporarily and can be re-activated on the written request of the client only. During suspension period, the market transaction will be prohibited. However, client's pending settlement can take place. Allreach Commodities India Private Limited can withhold the payouts of client and suspend his trading account due to surveillance action or judicial or / and regulatory order/action requiring client suspension. On the written request of the client, the client account can be closed provided the client adheres to formalities for account closure including settlement of all dues in the account and closing of all open position. If the client wishes to again open a broking account then the client shall have to complete the KYC and account opening formalities once again.

DEREGISTERING A CLIENT Allreach Commodities India Private Limited may terminate the trading account of the client in any of the following circumstances:

- a. If the action of the Client is prima facie illegal / improper or such as to manipulate the price of any securities or disturb the normal / proper functioning of the market, either alone or in conjunction with others. If there is any commencement of a legal process against the Client under any law in force;
- b. If the Client has found to be of unsound mind or of other disability by a competent authority and the findings is in force.
- c. If the Client has been convicted by a Court of any offence involving moral turpitude.
- d. On the death of the Client.
- e. If a receiver, administrator or liquidator has been appointed or allowed to be appointed for the Client.
- f. If the client being declared a defaulter by any of the regulatory bodies of the country or under any law being in force or In the event Allreach Commodities India Private Limited becoming aware of any proceedings being initiated against the client by any of the regulatory bodies of the country or under any law being in force or the client being involved in any criminal proceedings or any illegal business or the member becoming aware of the client's past offences which are illegal or prohibited by the regulatory bodies of the country or under any law being in force.
- g. On the specific written directions of any statutory/ legal authority/Regulatory Authority.
- h. If the Client becomes un-discharged insolvent or applies to be adjudicated as an insolvent.
 - i. If the Client have taken or suffered to be taken any action for its reorganization, liquidation or dissolution;
- j. If the Client has made any material misrepresentation of facts, including (without limitation) in relation to the Security; If there is reasonable apprehension that the Client is unable to pay its lawful debts or the Client has admitted its inability to pay its lawful debts, as they become payable.

POLICY FOR DORMANT ACCOUNTS A Trading Account (irrespective whether having debit or credit balance) shall be classified as dormant account in case there are no transactions for a period of 12 (Twelve) calendar months from the last transaction date. The Dormant Accounts shall be frozen for further transaction(s). Transactions here mean any of the following:

- a. No purchase or sale transaction in the Cash Segment of NSE.
- b. No purchase or sale transaction in the Derivative segment of NSE.
- c. No purchase or sale transaction in the Commodity Derivative of MCX.
- d. No Bank Receipts or Payments (Client Funds Pay-in or Pay-out).
- e. Any other Financial or Security transaction as provided on the website or through the offline mode affecting the common.
- f. ledger of the customer maintained in the back office for Allreach Commodities India Private Limited .
- g. Not logged in with security token

On classification of any account as dormant accounts as stated above, Allreach Commodities India Private Limited will inform the client within seven days of such classification. A dormant account can be re-activated on receipt of a request for reactivation along with valid proof of identity. Allreach Commodities India Private

Limited will re-activate the dormant account after proper verification of the same. Return of client asset aspect to be incorporated in writing and as per client consent. These policies and procedures can be changed by Allreach Commodities India Private Limited from time to time with prior notice of 15 days and subject to posting of the amendments and modifications therein on its website and their applicability with prospective effect.

1. The Client hereby state and acknowledge that I/we have read and understood the terms and conditions governing securities trading and broking services of Allreach Commodities India Private Limited. ("the Stock Broker"), the same appearing hereunder and I/we shall abide by the same.

DEFINITIONS

- a. "Exchange" shall mean and include the National Stock Exchange (NSE) of India Limited.
- b. "Depository" shall mean and include the National Securities Depository Ltd (NSDL) and Central Depository Services (India) Ltd. (CDSL).
- c. "SEBI" shall mean and include the Securities and Exchange Board of India.
- d. "The Broker" and "the Stock Broker" shall mean and include Allreach Commodities India Private Limited.

