

**JAMNADAS VIRJI SHARES AND STOCK BROKERS PVT LTD**  
**CIN NO – U67120MH1997PTC111324**  
**MEMBER: BSE-NSE --- SEBI NO: INZ000247838**  
**CDSL DP: IN DP - 244 – 2004**

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**Policies and Procedures related to Risk Management Systems**

Risk Management is an integral part of any organization. We need to deal with various kind of risk like credit Risk, Market Risk, default Risk, liquidity Risk and other risk. In Securities Market, customers have to be alerted with respect to their obligations, open positions, market conditions, Margin requirements, regulatory requirements and steps are initiated by the brokers in case of changing market situations. With a view to enhance customer knowledge and safeguarding investor interests, the company has devised a comprehensive Risk Management & Surveillance (RMS) Policy to make sure that customers are aware of criteria based on which the company monitors risk and initiates actions to safeguard the interest.

**Setting up Clients Exposure Limit in Cash as well as in F&O segments.**

Exposure constitutes both a purchase and sale transactions of shares & securities. A purchase transaction includes buying of securities and it remains as Exposure till client gives full payment for the shares bought. A sale involves a share delivery obligation to the Exchange and it remains an Exposure till the client delivers the shares. Exposure will mean the aggregate of the outstanding purchases and sales. The limits may be allowed on a multiplier basis to the available base capital depending on the market conditions and the risk perception about the market/client. However in exceptional situations the company may use its own discretion in providing the limits and may change for a client or for all depending on market conditions. Exposure to client may also be governed by the clients' financial income made available to company from time to time. On the basis of the client turnover (for the given financial year) certain select top 50 clients (on the basis of turnover) are contacted to furnish their income details on yearly basis. Following documents will be accepted as income proof: Copy of ITR Acknowledgement, Copy of Annual Accounts, Bank account statement for last 6 months, Copy of demat account holding statement, any other relevant documents substantiating ownership of assets. If there is a major disparity between financial details and trading volumes, client will be asked to furnish suitable explanation and based on the same further trading limits will be sanctioned.

**Right to sell client's securities or close client's open positions**

The member will have the right to close out all open positions or sell client's securities, without any notice to clients, 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 the combined extent of shortages in Margins/MTM or settlement obligations on all segments of exchanges. Also in case of clients having demat account with depository other than Jamnadas Virji Shares & Stock Brokers Pvt Ltd for such clients securities which have not been paid for by the client shall be transferred to unpaid securities account till the payment for the same is made or in certain cases even without receiving the payment depending on relationship with client, introducer, etc. No pre order confirmation will be given to dispose of securities lying in client securities unpaid account and the client has not made payment for the same by 5<sup>th</sup> day from date of pay in or even earlier in some cases. Also in case of clients having demat account with depository Jamnadas Virji Shares & Stock Brokers Pvt Ltd, for such clients securities which have not been paid for by the client shall be transferred to their demat account.

**RMS Selling criteria in Cash Segment**

RMS selling in clients account will be done on T+5 days (T indicates Trading day) for the Ledger debit on due basis. For example, if the position has been taken on Monday then the funds payment is due on Tuesday (T+1 day). Shares so bought on Monday will be withheld by company till the debit is cleared. If the funds are not received by Friday, shares will be sold on following Monday. In case stock valuation falls, square off can be done even before T+5 days.

**RMS Selling criteria in F & O Segment**

In case of F&O segment, RMS selling will be done on T+1 basis for the Mark to Market (MTM)

debit/Margin Shortfall. If MTM reaches 80% of the deposit RMS selling can be done even before above stipulated days. In case of panic market conditions, RMS selling will be done on T+1 basis. Selling sequence when company does RMS selling: The open position in F&O Segment will be squared off towards margin shortage.

### **Physical settlement of stock derivatives**

The member will make available the mechanism for physical settlement in stock derivatives to all their clients who wish to avail of the said facility without having any default option of mandatory/automated squaring off the positions. However, adequate funds/collateral have to be provided by the client to avail this facility. In case the client does not have adequate funds/collateral with the member then the member can refuse physical settlement of stock derivatives to such client due to risk associated with inadequate funds/collateral/margin.

### **Other Surveillance Actions**

#### **Refusal of orders for penny stocks**

The company does not encourage trading in penny stocks and the company reserves its right to refuse orders in such securities from the clients desiring to deal in such shares, stocks, securities. Under exceptional circumstances and considering merits on case to case basis, trading in penny stocks would be allowed to clients on delivery basis subject to stringent verifications of the client holdings, intentions and bonafide reasons given by the intending clients. Orders/Trades/transactions will have to be monitored through Registered Office. However if observed that client/s is/are indulging in trading activities only in penny stocks or carrying on any insider trading activity, the client account maybe immediately suspended without any reasons being given to the client/s.

#### **Applicable brokerage rate**

Statutory levies and transaction charges levied by the exchanges would be recovered separately. In case of reduction in brokerage rates, no approval of the client would be required. Brokerages will not exceed 2.5 % as stipulated by SEBI.

#### **Restrictions or Regulations on Dealings of clients**

The Member and Client shall mutually decide, from time to time, the volume of business which the client shall be allowed to transact. However the Member shall have absolute discretion of reducing /restricting or zeroing the volumes of the client without any prior intimation/notice to the client inter alia, in particular F&O segment having regards to:

Volatility in the market/market segments of respective stock exchanges.

In view of impending price sensitive announcements by the Exchanges/Listed Companies any restrictions in relation to volume of trading / outstanding business or margins stipulated by Stock Exchanges.

#### **Failure by the client to provide documents for updating of KYC or any other document as may be required by the Member / Stock exchange/SEBI.**

Delays by the client in meeting its obligations/dues relating to the business/dealings done by the client. Observing/discovering any abnormal behavior/action/deed/trading pattern of the client's dealing with the member for e.g. Cheque bouncing, non-fulfillment of sale obligation, any regulatory action taken by any of the regulators, ban of the client by SEBI, etc. In shares of a company where the merchant banking department is doing some due diligence or managing an assignment for the company. In scrips which are relisted and where the circuit filters are not applicable on the day of relisting. Also the member shall not be responsible for any loss suffered by the client on account of price movement due to delay in execution of trade on any ground whatsoever.

#### **De-registering a client**

The Member will de-register a client without any prior intimation/notice, in addition to the termination clause of the client member agreement, with regards to:

The client being declared a defaulter by any of the regulatory bodies of the country or under any law being in force.

In the event of member 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 offenses which are illegal or prohibited by the regulatory bodies of the country or under any law being in force.

The death of the client.

The depository account with member is closed and no alternative depository account details are provided.

The client makes a voluntary written request to de-register itself/himself.

In the event of member becoming aware of client defaulting in meeting its obligations to the member.

On the specific written directions of any statutory/legal authority/Regulatory Authority.

Inability to contact the client

**We do not provide Good Till Cancelled/Good Till Triggered orders or orders of similar type to clients.**

**Quarterly / Monthly Settlement**

The customer accounts are maintained with company on running account basis for operational convenience as per consent given by them at the time of Account opening. However customer accounts needs to be settled once every quarter/month as per preference selected by them at the time of Account Opening. The Client account has to be settled by clearing the ledger debit or by taking the fund payout in case of ledger credit. In case client is trading in F&O segment credit in the account can be retained upto a maximum of 225%. All Credit Balance in clients' ledger will be released upon settlement. Quarterly settlement will be done across all Exchanges and segments or for a particular Exchange and segment considered on a client to client basis and amount as per prevailing regulations may be retained at the time of settlement. Also clients having credit balance for a period of over 30 days and the client has not done transaction in 30 days then the same will be returned to the client irrespective of quarterly settlement consent received.

**Communication**

As per Regulatory requirements we send Statement of Accounts of Funds & Securities, DP Statements, Contract Notes, Daily Margin Statements etc. on their registered email id.

The Company is under no legal obligation to send any separate communication.

Risk Management policy must be read along with surveillance policy for better understanding.

Drafted by: Bhavyesh Shah

Approved by: Divyesh Shah

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