

MANDATORY DOCUMENTS DEALING WITH POLICIES AND PROCEDURES PURSUANT TO SEBI CIRCULAR DATED 03-12-2009

1. Refusal of orders for Penny / Illiquid Stock/Commodity

Star Finvest Pvt. Ltd. (SFPL) hereinafter referred to as "STOCK BROKER" shall have the absolute discretion, from time to time, to refuse/partially refuse/accept orders in one or more securities due to various reasons including trading in penny stocks, market liquidity, value of security(ies), illiquid option, far month options, writing of options, market capitalization of the stock and such stock not in demat form, securities which are not in the permitted list of the Stock Broker / exchange(s) / SEBI and /or appear under illiquid securities declared by the exchange(s). It is also provided further that Stock Broker may ask for compulsory settlement / advance payment of expected settlement value / delivery of securities for settlement prior to acceptance / placement of order(s) as well. Losses, if any, on account of such refusal by the broker or due to delay caused by such limits, shall be borne exclusively by the client alone. The Stock Broker shall not be responsible for any financial or other implications due to such execution, delay in execution or non execution of any such orders.

The Stock Broker shall have the prerogative to place such restrictions, notwithstanding that the client has sufficient credit or margin available in his account.

The Stock Broker, may however, allow for acceptance of such orders, for certain securities on its own discretion, through its specific internal process, instead of allowing such orders through the standard process like online trading platform or its branches.

2. Setting up client's exposure limits

The Stock Broker, may from time to time, vary limits or impose new limits for the orders that the client can place through the Stock Broker's trading platforms. The Stock Broker would have the sole discretion on setting these limits based on its risk perception of the client, Margin received from the client, Market conditions and other factors, 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.). This would include exposure 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 that the Stock Broker may be unable to inform the client of such variation, reduction or imposition or the client's inability to route any order through the Stock Broker's trading system on account of any such variation, reduction or imposition of limits.

The Stock Broker 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 the Stock Broker, or it may be 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 the Stock Broker / exchange / SEBI and any other reasons which the Stock Broker may deem appropriate in the circumstances. Losses, if any, incurred by the client on account of such refusal or delay, shall be borne exclusively by the client alone.

The Stock Broker shall have the prerogative to allow differential buy and sell limits for its clients depending upon credit worthiness , integrity and past conduct of each client.

3. Applicable brokerage rate

The Stock Broker is entitled to charge brokerage within the limits imposed by exchange which at present as under:

a. For Case Market Segment:

The maximum brokerage chargeable in relation to trades effected in the securities admitted to dealings on the Capital Market segment of the Exchange shall be 2.5% of the contract price exclusive of statutory levies.

b. For Option contracts:

Brokerage for option contracts shall be charged on the premium amount at which the option contract was bought or sold and not on the strike price of the option contract. It is hereby further clarified that brokerage on the options contracts shall not exceed 2.5% of the premium amount of Rs.100/- (per lot), whichever is higher.

c. for Future Contracts:

Brokerage for future contracts shall be charged on the value at which the securities are bought or sold. It is hereby further clarified that brokerage on the futures contracts shall not exceed 2.5% of the Contract value exclusive of statutory levies. The slab rates of brokerage are function of the cost of the services being provided to the client and would be reviewed from time to time.

d. For Commodity Contract

The stock broker is entitle to charge brokerage within the limits imposed by MCX which at present is as under :

i) Future contract : Brokerage for contracts shall be charged on the value at which the securities are bought or sold. It is hereby further clarified that brokerage on the future contract shall not exceed 2% of the contract value exclusive of statutory levies in case of delivery transaction and 1% of the contract value exclusive of statutory levies in case of non delivery transaction if there is any revision of brokerage the same will be inform to the client with 15 days prior notice.

ii) Option Contract: maximum 2.5% of premium amount or Rs.250/- per lot whichever is higher.

4. Imposition of penalty / delayed penalty charges / other charges

Any amount which are overdue from the client and or member of the client's family on account of any reason to the member broker or it's group/associates companies without prejudices to the other rights of the member broker the client will be charged with delayed payment charges at the rate of 18% per Annum or such rates as may be determined by the member broker. The client hereby authorizes the member broker to directly debit the same to the account of the client on daily product basis

The client undertakes to indemnify the member broker for any penalty/charges/lines which might be levied by any regulatory authority i.e SEB I/ exchange for non adherences by the client with any rules / regulations / circulars / instructions etc. issued by such regulatory authority.

The client shall, at all time be liable to pay member broker all relevant charges, fees, levies, duties apart from brokerage exchange related charges , commissions, statutory charges such as service tax and other taxes and transaction expenses as may be agreed between the client and the member broker from time to time.

5. The right to sell client's securities/ Commodities or close client's positions, without giving notice to the client, on account of non-payment of client's dues The broker shall have the right and the prerogative to sell client's securities/ commodities, 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 either a delay or failure of the client to meet the pay-in obligations and / or there is delay / failure of the client to bring additional margins to cover the increase in risk in dynamic and volatile market conditions. The client would be responsible for monitoring his / her / its position (dealing / trades and valuation of security(ies) on his / her / its own and provide the required / deficit margin / security(ies) forthwith as required from time to time whether or not any margin call or such other separate communication to that effect is sent by the Stock Broker to the client and / or whether or not such communication is received by the client. The client is not entitled to trade without adequate margin and that it shall be client's own responsibility to ascertain beforehand the margin requirements for its orders / trades/ deals and to ensure that the required margin is made available to the Stock Broker in such form and manner as may be required by the Stock Broker. The client shall ensure that funds / securities/ commodities are made available in time and in designated

form at designated bank(s) and depository account(s) of the Stock Broker, for meeting his / her / its pay-in obligation of funds and securities. The Stock Broker shall not be responsible for any claim / loss / damage arising out of non availability / short availability / delayed availability of funds / securities by the client in the designated account(s) of the Stock Broker for meeting the pay-in obligation of either funds or securities. If the client gives orders / trades in the anticipation of the required securities being available subsequently for pay-in through anticipated pay out from the exchange or through borrowings or any off market delivery(s) or market delivery(s) and if such anticipated availability does not materialize in actual availability of securities / funds for pay-in for any reason whatsoever including but not limited to any delay / shortages at the exchange or Stock Broker level / non release of margin by the Stock Broker etc., the losses which may occur to the client as a consequence of such shortages in any manner such as on account of auctions / square-off / closing outs etc., shall be solely to the accounts of the client and the Stock Broker shall not be responsible for the same in any form or manner whatsoever. In case the payment of the margin / security is made by the client through a bank instrument, the Stock Broker shall be at liberty to give the benefit / credit for the same only on the realization of the funds from the said bank instrument & subsequent updation in records as per Stock Broker's process where the margin / security is made available by way of securities, it is up to the Stock Broker's discretion to decline its acceptance as margin & / or to accept it at such reduced value as the Stock Broker may deem fit by applying haircuts or by valuing it by marking it to market or by any other method as the Stock Broker may deem fit in its absolute discretion. In the event of client failing to maintain or provide the required margin / fund / security(ies) or to meet the funds / margins / securities pay-in obligations on immediate basis for the orders / trades / deals of the client and the Stock Broker shall have the right, without any further notice or communication to the client, to withhold payout of funds / securities, to liquidate security(ies), to disable trading facility to the client. Losses, if any, on account of any one or more steps, as enumerated herein above, being taken by the Stock Broker, shall be borne exclusively by the client alone.

6. Shortages in obligations arising out of internal netting of trades Stock Broker shall not be obliged to deliver any securities/commodities or pay any money to the client unless and until the same has been received by the Stock Broker 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:

(a) Short Delivery to the Exchange for scrip/commodities at the broker level:

In case of short delivery to exchange, the settlement happens as per the auction / close-out mechanism of Exchange and auction / close-out debit is passed to the defaulting clients who did not fulfill his selling obligation.

(b) Short delivery of pay-out to clients who bought the scrip on that day (Client to Client shortage);

The shares delivered short will be purchased on next day after the pay-in date i.e. on T+3 from Normal Market and the purchase consideration amount will be debited to the defaulting clients. If the covering rate (internal shortage repurchase) is more than actual sell rate on T day, the difference amount will be borne by the defaulting client on sell side. If the covering rate (internal shortage repurchase) is less than actual sell rate on T day, the difference amount will be debited to the defaulting client on sell side and credited in a separate account maintained with Star Finvest Private Limited. Further if SFPL is unable to buy shares on T+3 day from normal market due to upper side freeze on the scrip or any other reason, the defaulting seller will be debited at the close-out rate and the corresponding buyer will be credited by equivalent amount. The close-out rate will be the highest between the trade date and (T+3) date or 20% above the official closing price on the (T+3) day, whichever is higher. Further if the shares covered against client to client shortages is again received short from any client, the trade will be settled by the close-out debit to seller client and corresponding buyer for whom the shares were covered will be credited by equivalent amount. The close-out rate will be the highest rate between the repurchase date (T day) and auction date i.e. (Repurchase date +3) day or 20% above the official closing price on the auction day, whichever is higher. If the shares repurchased against client to client shortages received short from Exchange, the settlement happens as per the auction / close-out mechanism of exchange.

(c) Mechanism of choosing corresponding clients on the buy side: Corresponding clients on the buy side to scrip A are chosen on the basis of the descending quantity of shares bought by them i.e. first the client (say X) who has purchased highest quantity of scrip A will be picked up and if the shortage of shares is more than the quantity of shares bought by the client X, then the client who has purchased the next highest quantity will be picked up so on

and so forth. The shares bought on T+3 in case of Client shortage and shares / credit received from Exchange through auction process in case of broker level shortage are credited to the corresponding client on buy side of scrip A chosen through the aforesaid mechanism.

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.

The Stock Broker may refuse to execute order of a client or may close the existing position of the client due to lack of margin / securities or the order being outside the limits set by Stock Broker / exchange / SEBI. Other reasons for not allowing further positions or closing out of existing positions could be as:

- a) Client has not met his pay-in obligations in cash by the scheduled date of pay-in for purchases done in CM segment.
- b) Non-payment or erosion of margins or other amounts, outstanding debts, etc.
- c) Client is dealing in illiquid scrips / commodities or contracts / penny stock.
- d) Cheque submitted by the client has bounced or clear funds not received with the Stock Broker for the cheque submitted by the client.
- e) If in the opinion of the Stock Broker, the client has committed a fraud, crime, or acted in contravention to the agreement.
- f) Non Payment of marked to Market loss in Cash.
- g) Open positions in a contract exceed or are close to market wide cut-off limits.
- h) Client's position is close to client-wise permissible open positions.
- i) Intraday orders after the cut-off time would not be allowed

“POLICY ON INACTIVE ACCOUNTS”

8. Temporarily suspending or closing a client's account The Stock Broker can suspend / close the client account and also withhold the pay-outs of client if there is any judicial or / and regulatory order / action requiring suspension / closure of client's account. The Stock Broker can also suspend / close the client account if the Stock Broker observes any abnormal or suspicious activity in the client account through its monitoring and surveillance of the client account. The Stock Broker may also temporarily suspend / close the client account if there is no activity in the client account for a period, as deemed fit by the Stock Broker from time to time. The Client's account can also be put under temporary suspension / closure if the client has not cleared the uncovered debit in its account or if the client has not submitted Know Your Client (KYC) details sought by the Stock Broker to fulfill its own surveillance or exchange related requirements. In the event of information / reports reaching the Stock Broker of the client's death, the account can also be put under temporary suspension / closure. The Stock Broker can also put the client's account under temporary suspension / closure if the client has failed to provide or update its communication details like correspondence address, Mobile Number, Landline numbers or E-mail ID.

The client may also request the Stock Broker to temporarily suspend / close his account, Stock Broker may do so subject to client accepting / adhering to conditions imposed by Stock Broker including but not limited to settlement of account and / or other obligation. Temporarily suspending or closing a client's account at the Member's discretion ” The Member Broker may suspend the account of the Client in following circumstances:

- A) Based on recommendations made by the Branch Head due to any reason including but not limited to excessive speculations, unclear balance etc.

B) 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, after close out of open positions, selling/liquidation of client collaterals/securities/shares or square off due to any reason whatsoever.

C) Bounced emails on more than 3 instances until the client submits and registers new email id.

D) Non delivery of periodic statement of accounts sent on periodic basis

E) Non updation of communication details viz. Email id, mobile number, land line phone number or if it is found to be belonging to some third person.

F) Client places a complaint either directly to the Member Broker or the exchange(s) relating to alleged unauthorised trades being executed in his/her/its account.

9. De-registering a client

The client has the option to De-register his account after settling his account with the Stock Broker. The client would be liable to pay all dues in his account before the De-registration. The Stock Broker shall have the right to terminate the agreement with immediate effect in any of the following circumstances:

a) The client account figures in the list of debarred entities published by SEBI.

b) The actions of the Client are prima facie illegal / improper or such as to manipulate the price of any securities/ commodities or disturb the normal / proper functioning of the market, either alone or in conjunction with others.

c) If there is any legal / regulatory proceeding against the client under any law in force.

d) If there is reasonable apprehension that the Client is unable to pay its debts or the client has admitted its inability to pay its debts, as they become payable;

e) If the Client is in breach of any term, condition or covenant of this Agreement;

f) When the Stock Broker is informed or ascertains that the client has deceased / become insolvent / not able to act in the market due to lunacy / disability etc.

g) The Stock Broker shall have the right to close out the existing positions, sell the collaterals to recover any dues with or without consent of the client before the de-registration of the client.

h) Either party will be entitled to terminate the agreement without assigning any reason, after giving notice in writing of not less than 30 days to the other party.

Notwithstanding any such termination / deregistering , all rights, liabilities and obligations of the parties arising out of or in respect of transactions entered into prior to the termination / deregistering, shall continue to subsist and vest in / be binding on the respective parties or his / its respective heirs / executors / administrators / legal representatives / successors as the case may be.

Treatment of inactive client accounts:

Client account will be considered as inactive if the client does not trade for a period of twelve months across all exchanges. The working shall be done at the beginning of every month and those clients who have not executed any transactions in the preceding 12 months shall be treated as inactive. The client has to make written request for reactivation of his/her/its trading account. The process for reactivation shall be afresh , all sets of documents shall be taken as a proof of identification/address and financial status after undertaking sufficient due diligence(includes IPV).

Client Acceptance & Acknowledgement

I/We have fully read & understood the Policies and Procedures and do hereby acknowledge the same and give our unequivocal consent not to question the validity, enforceability and applicability of any provision / clauses of this document under any circumstances what so ever. I/We also understand & acknowledge that these policies and procedures are subject to amendment / change(s) as thought necessary by the broker from time to time. I/We understand that any such amendment(s) / change(s) to be effected shall be the sole prerogative of the Stock Broker. I/We are aware that these Policies and Procedures and/ or any subsequent amendment(s) made thereto are available on the Stock Broker website (<http://www.starinvest.in>) & I/We acknowledge to keep myself / ourself abreast of the same. I/we are also aware that the copy of such Policies and Procedures can also be availed on request being made to the centralized help desk (support@starinvest.in. 011-43070700 (30 Lines)). I/We acknowledge that I/We have fully read and understood the terms of the Member client Agreement, Agreement between the Broker and the client./do's and Don'ts document that are integral part & parcel of the account opening kit. I/We also acknowledge that we are aware that the copy of the aforesaid documents containing the terms are also available on the website of the Stock Broker and a duplicate copy of the same can be availed on a request being made to the centralized customer care helpdesk. I/We also acknowledge that the aforesaid policies and procedures along with amendment(s) made thereto shall be read along with the Member Client Agreement and the Agreement between the Stock Broker and Client. I/We also understand & acknowledge that these would be compulsorily referred to while deciding any difference / dispute between me/us and the Stock Broker before any court of law / judicial /arbitrator or any other adjudicating authority.

Client Name :

Client Code :