



Corporate Member – NSE, BSE, MCX. DP - CDSL. SEBI Regn. NO: INZ000166638.DP: IN-DP-224-2016.



Mandatory document dealing with Policies and Procedures pursuant to SEBI's Circular MIRSD/SE/Cir-19/2009 dated 03rd December 2009 Policies and Procedures forms integral part of the Mandatory Documents

Background:

R.L.P. Securities Private Limited (hereinafter referred to as RLP) had framed these Policies and Procedures to be in compliance with the regulatory requirements and align with the industry best practices and guidelines prescribed by SEBI (including SEBI's Circular MIRSD/SE/Cir-19/2009 dated 03rd December 2009) Stock Exchanges, Clearing Corporations, and other competent authorities from time to time,. We have adopted this policy of Risk Management System (RMS) to ensure better understanding on the outlines of the framework for identifying, assessing, and mitigating the risks while dealing with our clients to ensure, stability and efficiency of our DP and Broking activities.

Policy and Scope:

This policy is applicable to all our registered clients and governs the risk management aspect. Any aspect not explicitly covered in this policy shall be governed by the Rights and Obligations Document, the Policies and Procedures adopted by us, the Standard Operating Procedures and guidelines as specified by SEBI and relevant Exchanges from time to time.

RISK MANAGEMENT FRAMEWORK:

Margins, Risk Monitoring and Reporting:

- > Real-time monitoring of Margin Obligations and open positions by the clients.
- > Regular monitoring, evaluation and honoring the commitments in time to avoid Default.

Margin Requirements Initial Margin & Maintenance Margin

- ➤ Clients with open positions / trading are under obligation to monitor their positions and must maintain margins as per the Exchange's guidelines or any higher. Margins as specified by us.
- ➤ Higher margin requirements may be imposed during periods of high market volatility/nearing tender period/physical Delivery settlement Margins and settlement obligations.
- ➤ Leverage and Collateral restrictions shall be purely at the sole discretion of RLP to restrict exposure in leveraged products and limit the margin available against collateral depending on risk conditions.

COLLECTION OF MARGINS:

RLP shall be collecting the Margins from the clients under obligation to pay all the margins as prescribed by SEBI and relevant Exchanges, including Initial margin, Mark-to-Mark Margin, Exposure margin, Pre-expiry margin, Tender period or delivery period margin, Additional margin and Special margin or any other margin specified by Exchanges/Regulator from time to time. RLP reserves the right to call for a higher percentage of margins from the client than stipulated by the Exchanges/Regulator, depending on





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risk assessment or Surveillance parameters or market volatility. The clients are under obligation to maintain upfront all the Margins including EOD and Peak Margins as applicable as per the statute.

Forms of Margin Collection:

All Margins should be in the form of Funds, considering collaterals by way of Re Pledge of stocks after appropriate hair cut or in any other form as approved by SEBI and Exchanges is at the discretion of RLP. The clients cannot dispute on the same.

REPORTING OF CLIENT'S MARGINS TO EXCHANGES & PENALTY FOR MARGIN VIOLATIONS:

As per the guidelines issued by SEBI/Exchanges & Clearing Corporations, we need to collect all the Margins upfront before allowing the trade & report the same to Exchanges/Clearing Corporations. In case of open positions at multiple exchanges/segments, we shall apportion the available funds and collaterals at our desecration and practice.

As per the regulatory norms, applicable penalties on instances of margin shortages will be debited to clients' ledger with applicable tax rates subject to regulatory guidelines from time to time, actual penalties for short collection/non-collection of margins other than "upfront margins" such as consolidated crystallized obligation, Delivery margins, other margins (Mark-to-market & additional margins) may be passed on to client accounts. Further, any penalty levied by clearing corporations for short/non-collection of upfront margins will be passed on to client if short/non collection of upfront margins is on account of following reasons attributable to client where:

- a) Cheques issued by clients not cleared within the stipulated period or dishonored.
- b) Increase in margins on account of change in hedge position by client/ expiry of some leg(s) of the hedge positions of the clients The potential situations resulting in a hedge break / loss of cross margin benefits due to square off transactions executed by the clients, expiry of some leg(s) of the hedge positions of the clients. In such scenarios, higher margin obligation will be incurred on the open positions of the clients.

1. Setting up Client's Exposure Limits:

RLP reserves the right to allow differential purchase limits and sell limits varying from client to client, depending upon the credit worthiness, integrity, past trading record availability of funds and collaterals by way of Re Pledge of stocks after hair cut or any other collateral approved by the Exchanges based on the volatility and market conditions which may vary from time to time.

RLP shall provide a sell limit to the client equivalent to the value of securities held by the client in POA/DDPI enabled Demat account with our CDSL DP and the collaterals held with us by way of Pledge/Re Pledge with our Client Margin Pledge/CUSPA/MTF Pledge Account held on behalf of our clients after making appropriate adjustments for the unsettled delivery positions of the Client. Allowing sell limit to the clients for shares held in our DP without DDPI or with other DP is at the absolute discretion of RLP. Sell limit in Equity segment without holding securities is not allowed. RLP may at its discretion allow selling in securities traded in F&O, to the extent allowed by the Exchanges and Regulators from time to time.

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Clients are educated to not to indulge in any short selling without holding shares. All such instances of short selling shall be reported to the Exchanges and suitable action shall be initiated against such clients, if we do not receive proper rationale behind such short selling and Auction of shares as prescribed by the Exchanges and the Regulators. Alerts are also generated by the Exchanges on such short selling and may also directly initiate action including suspension of UCC by PAN.

RLP at our sole discretion may provide an exposure limit for intraday, Delivery, BTST, Derivatives which include Futures/Options in Equity, Commodity/ Currency as per the norms specified by the Exchanges from time to time on the availability of upfront margins by way of clear credit balance. considering collaterals held by way of Re pledge with appropriate hair cut or any other form as per the regulation for margin purpose is, at the sole discretion of RLP and the client shall not dispute on the same.

Margin Requirement and Exposure allowed:

Sr No	Product–segment wise	Description	Limit Setting
1	Equity	Delivery trades	One time exposure 100 % margin
2	Intraday -Equity	Intraday Trades	Maximum 5 times - based on scrip margin(VAR+ELM) %
3	BTST	BTST Trades	Minimum required margin 40%
4	FAO intraday Equity/Currency/ Commodity	FAO intraday Trades	One time exposure - 100 % of Exchange SPAN margin + Exposure Margin
5	FAO Futures Equity/Currency/ Commodity	FAO Equity Futures Trades / Option Sale	
6	FAO options Equity/Currency/ Commodity	FAO Equity Options Trades	One time exposure - 100 % of Option premium /margin
7	TFT Intraday	Not allowed	NA
8	Equity - Surveillance Measures (ESM/ASM/GSM/IBC)	Trading Restricted	Subject to approval of senior management and appropriate Margins.





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 Upfront Margin to be maintained by cash. Considering collaterals is purely at the discretion of RLP. For Option Buying 100% premium to be maintained by cash. Additional Margins may be levied by us based on the volatility.

For all such contracts in F&O, which end up with physical delivery at the end of expiry date, RLP may not allow fresh exposure before two days of expiry of such contract or tender period or any such period at the discretion of RLP, unless the client maintains 100% deliverable value of the contract money as clear Credit in his account in case of Buy and total deliverable shares or Commodities, in case of sell.

RLP reserves the right to withdraw the exposure limit of a client at any point of time, without any further notice, if there are any dues/margin shortages in the client's account or based on Market conditions or our internal policies.

All the Fund Transfers and collateral pledge under Margin Pledge and Re pledge (MPR) framework will be updated on a Real time basis. RLP shall not be responsible for any delay in allowing the limits in such cases. Exposure on updating the Cheques, shall be subject to clearance/ internal approval from senior management.

No additional exposure is required for squaring off of trades in Equity/Derivative open positions and the shares lying in client's Demat account supported with DDPI subject to EPI.

Apart from the Exchange Margins, RLP at its absolute discretion can set Margin requirement limits for every trade. Margin requirements are set based on our RMS policy and Market conditions.

For trades in Equity segment, Margin varies based on security and is available on the Trading platform.

For trades in the Derivative segment, Upfront Margin is calculated based on SPAN + Exposure margin, Additional margin, Delivery Margin and any other margin as stipulated by the Exchanges.

RLP reserves the right to block trades in any securities/ contracts, in Derivatives based on risk assessment or Surveillance parameters of RLP/Exchanges/Regulator or on PMLA guidelines, though such client position may be within Exchange position limits.

Single Order Quantity and Value Limit for Cash market segment and Derivative segment is fixed as per the client/dealer/AP based on their financials. Collaterals and trading pattern or as decided by the management from time to time and is also subject to Quantity limit/value limit specified by the Exchanges.

RLP reserves the right to activate/provide MTF facility to the clients.

In MTF, clients can hold Group I (a list published by exchange periodically) stocks available for trading in the F & O Segment, where in a single stock shall not exceed 10% of the total exposure of the client. In case of non-F&O stocks, single stock value shall not exceed 5% of total exposure of the client.





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The maximum permitted MTF exposure to a single client shall not exceed 10% of total RLP exposure. MTF and collateral kept in the form of stocks needs to be well diversified.

No fresh trade will be allowed in banned securities/contracts. Any changes in the Risk and Settlement Policy shall be subject to the approval of Senior management.

The Exposure limit available is always displayed on the trading terminal.

In case the Debit Balance in Client Account exceeds five trading Days, No fresh exposure will be allowed till such time the Account comes to Credit Balance.

2. Refusal of order for Penny Stocks: RLP shall have the absolute discretion to accept, refuse or partially accept any buy or sell order for execution from a client in respect of penny stocks, illiquid stocks, stocks having low liquidity, illiquid futures, options, far month options, writing of options, stocks in Trade for Trade, ASM/GSM/ESM/IBC etc. category and any other contracts / stocks which are extremely volatile or subject to Market manipulation. The term stocks include shares and Commodities.

RLP may permit restrictive acceptance of orders in such stocks / contracts in controlled environments like orders received from clients being forwarded by branches / authorized persons to HO instead of allowing them at branch / Authorized persons level. RLP may cancel orders in such shares received from clients before execution or after partial execution without assigning any reasons there off. RLP may take appropriate declarations from the clients before accepting such orders. RLP shall not be responsible for delay in execution of such orders any opportunity / financial loss to the client. RLP reserves the right to stop the payouts of the Client dealing in Penny Stocks/ unsolicited stocks / Any such shares notified by the Regulators from time to time.

3. APPLICABLE BROKERAGE RATES: Brokerage shall be applied as per the rates agreed upon with the client in the KYC at the time of registration of the client and as agreed upon subsequently through a written agreement between the client and RLP. The rate of Brokerage shall not exceed the maximum brokerage permissible under Exchange bye laws.

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

The Brokerage shall however be exclusive of STT, GST, DP Charges, Delayed payment charges, penalties levied by Exchanges, courier charges, bank charges towards cheque bounces and SEBI / Exchange / CM turnover or any other charges as may be levied by regulatory and statutory bodies from to time.

4. Imposition of Penalty / Delayed payment charges by either party, specifying the rate and the period (This must not result in funding by broker in contravention of the applicable laws):





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As per the Rules, Regulations and Bye Laws of the Exchanges, the Member has to make pay in of funds towards Margin/Delivery to the Exchange by T+1 morning and arrange delivery of securities to the Exchange latest by T+1 morning.

Further Member broker is also required to maintain adequate upfront margins with the exchange to avail exposure for trading. The exchanges have also defined the ratios in which the cash and collaterals are to be maintained by the member broker. In order to manage its operations, RLP requires full cooperation of the clients in meeting their respective obligation towards pay in and margins.

RLP is therefore authorized by the client to charge delayed payment charges not exceeding 2% per month, on account of delays / failure by the client in meeting the pay in obligations on the scheduled date in both Cash & F&O Segment, which is not funding in contravention of the applicable laws While levying delayed payment charges in the running account of a client, RLP may not consider any credit balance in the other family or group accounts of the client.

RLP may provide exposure against the upfront margins received in the form of cash / collateral from the client and the client also has the right to withdraw Cash and collaterals at his/ her discretion, RLP shall not pay interest or other benefit to the client for maintaining cash balances or depositing collateral margins.

Penalties levied by the Exchanges: Further Exchanges levy various penalties on the member brokers on auction resulting from short deliveries, non adherence to client wise exposure limits, client wise shortfalls in F&O Margin and for other reasons which may be defined by the Exchanges from time to time. RLP is therefore authorized by the client to pass on any penalty imposed by the Exchange/SEBI and or any regulatory authority to the client, which arises on account of the failure of commitment/Obligation of client which shall include bouncing of Cheque.

Any Penalty relating to upfront Margin/such penalty that is being prohibited by the Exchanges from being passed on to the Clients shall not be passed on to the Clients.

5. The right to sell client's securities or close client's positions without giving notice to the client, on account of nonpayment of client's dues (This shall be limited to the extent of settlement/margin obligations):

Margin alerts and debit mails shall be sent to the clients for shortage of required margin / debit by way of SMS/What's App Messages/Mails/flash on the terminals/Oral by way of telephone calls etc... Such messages/Alerts are sent on their Registered Mobile/E mail, the proof of sending such an alert is binding on the client and the client cannot dispute on Mobile Switch off/Mail not accessible etc. The same are also available on our Pass word protected Web Portal www.rlpsecurities.com

RLP is under obligation to full fill all the obligations of its clients on dynamic running market conditions to the Exchanges and it is under obligation to fulfill all the Margin obligations on live basis, to protect itself from default and hence, the clients are under obligation to monitor their positions and fulfill all the required Margins including MTM losses and additional margins as levied by the Exchanges and RLP on live basis from time to time, in case the clients are not able to fulfill their obligations, they will be termed **default** and RLP reserves the right to close out client's open





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positions, without giving notice where there is a delay / failure of the client to meet the pay in obligations and / or there is a failure of the client to bring additional margins to cover the increase in risk under dynamic market conditions. Further to confiscate and sell such client's collaterals / commodities deposited towards margins to recover the obligations. In addition where the sale proceeds of the collaterals are inadequate to cover the pay in obligations and the collaterals appear to be comparatively illiquid and cannot be sold at reasonable rates to the extent required. RLP may liquidate the securities available in our DP Supported with DDPI to the extent required to meet Obligations, based on the liquidity of the shares. Client shall not dispute on the same. It is not binding on us to follow this method in all cases.

Margin shortfalls in F&O: Positions of the client may be closed out to the extent of margin shortfall on T day basis, where client is not in a position to fulfill Margin obligations including that of Live MTM and additional Margins as may be levied by the Exchanges and RLP from time to time. While computing margin shortfall, un cleared may not be considered not be considered. RLP reserves the right to consider or not to consider or partially consider the collateral, such a discretion is as per the decision of the senior management based on the volatility and other factors.

Intraday Positions: RLP shall have right to close out any intra-day positions taken by the client after a defined "Cut off" time. While selling the securities / closing the client's positions, RLP may take into account the sales made by the client, positions closed by the client or collections received from the client till a cut off time. While selling the securities / closing the clients positions, RLP may not take in to consideration the cheques /drafts/ pay orders deposited by the client until clear proceeds of such instruments are received in our bank account.

Even though, Member will be intimating the Margin Short Fall, Open Positions and other obligations, It will be the prime responsibility of the client to monitor their positions and fulfill the Margin Obligations on live basis to avoid default.

RLP shall have the right to sell client's securities or close out client's open positions but it shall not be under any obligations to undertake this exercise compulsorily. RLP shall therefore not be under any obligation to compensate /or to provide reasons for any delay or omission on its part to sell client's securities or close open positions of the client on account of Non payment of client dues/Margin obligations. The ultimate responsibility risk and liability of the trades are binding on the client.

Shares Pledged in CUSPA on account of Debit Balance of clients shall be liquidated to the extent of amount due, at any point of time after settlement pay-in time as per the guidelines stipulated by exchange and SEBI from time to time.

All such positions, if any taken during the banned period, shall be squared off at any point of time without further notice.

RLP shall attempt liquidating necessary positions security/Commodity hitting the daily price filter (circuit) to avoid any dues in client's account.





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In case of Margin short fall in derivative positions and the security/commodity hitting the daily price filter Open positions that are not squared-off for reasons beyond the control of RLP - technical issues, price band etc. shall be squared-off in the immediate session thereafter or whenever the security/commodity/contracts is traded. Losses if any, arising on the square-off trades shall be borne by the client.

RLP reserves the right to square off existing positions if cheques received against these are dishonored.

RLP reserves the right to invoke/sell pledged shares/any other collateral to cover MTM losses

.Covered losses above a specific percentage of MPR value/ a specific period will be cleared after intimation to clients &

For uncovered losses, after the implementation of the above policy, recovery process - Demand Notice, Arbitration etc on the clients shall be initiated after a permitted period subject to loss amount and management decision

In case of Physically Settled Derivative contracts, current month FAO contracts need to roll over or arrange the Physical settlement obligations failing which the positions shall be closed out before five days prior to final settlement day, failing which RLP reserves the right to squared off, such open positions.

6. Shortages In obligations arising out of Internal netting of trades:

Any shortages in securities pay in will be handled as per circular NCL/CMPT/66688 dated 4 Feb-2025 or any regulatory guidelines from SEBI/CC/Exchanges time to time.

The Clearing Corporation (CC) of respective stock exchanges will conduct auction for shortages. If securities are successfully obtained, CC shall allocate the securities in auction settlement to clients who did not receive their pay out in normal settlement. If a client does not receive the securities even after the auction, CC will close out such securities.

CC shall identify internal shortages and determine the valuation amount. The valuation price for internal shortages shall be based on the settlement price of the security and an additional 20% mark up or as specified by CC from time to time.

Accordingly, the close out proceeds provided from CC will be accounted in client's trading account.

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:

Where the Debit Balance of a Client Exceeds five trading days, Where the client is not having adequate margins as per conditions defined in Risk Management Policy, The client is under default or irregular in meeting obligations, the trading pattern of the client is not commensurate with the Income levels specified, the client is not submitting the required KYC or other documents as required by the member or statute.





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In Cash segment: Where the client has not been able to meet his pay in obligation in cash by the schedule date of pay in, irrespective of the value of collaterals available with RLP. Clear proceeds of the cheque deposited by the client to meet the pay in obligations has not yet been received by RLP. Client is trading in "Illiquid securities" and volumes in his account exceed internal cut off limit fixed by RLP. RLP exposure at "house level" in a specific scrip / contract exceeds the internal limits fixed by it.

In Derivatives: Where the client has not met the Margin, Market to Market loss and Additional Margins as levied by the member from time to time. Where the open positions in a contract exceeded or are close to market wide cut off limits. Where the client's position is close to client wise permissible "open" positions.

For all such contracts in F&O, which end up with physical delivery at the end of expiry date, where the client does not maintain 100% deliverable value of the contract money as clear Credit in his account in case of Buy and total deliverable shares or Commodities, in case of sell contracts five days before the date of expiry or tender period or any such nearer date earlier than five days as decided by RLP, the client should square off such open positions, or else RLP reserves the right to square off such positions.

Intraday: Client may not be able to place intra day orders after a cut off time fixed by us

8. Policy on Facility for voluntary freezing/ blocking the online access of the trading account on account of suspicious activities. (As per requirements of SEBI Circular No. SEBI/HO/MIRSD/POD-1/P/CIR/2024/4 dated January 12, 2024)

In case any client availing Internet Trading observes any suspicious activity in his/her trading account, he/she should immediately send a request for voluntary freezing/ blocking the online access of trading account from their registered e mail ID/Mobile Number to our e mail ID stoptrade@rlpsec.com and SMS the message to +919347073369.

Upon verification and being satisfied about the genuineness of the request with the two factor authentication, we shall block the online access of the Trading Account within 15 minutes in case the request is received during the trading hours and within 15 minutes before the start of trading / before the start of the next trading session in case the request is received after the trading hours and 15 minutes before the start of the trading, after simultaneously cancelling all the Pending Orders. The limitation of 15 minutes blocking time starts from the completion of our validation.

This facility is only in case any suspicious trading and our satisfactory validation on the genuineness of the request with two factor Authentication as prescribed by the regulators from time to time.

Within one hour from the freezing/blocking of the trading account the communication on freezing/blocking and cancellation of the pending orders shall be intimated on the designated registered e mail Id/SMS on Mobile number along with the details of open positions (if any) along with contract expiry information.





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The same shall be re-enabled only after carrying out necessary due diligence including validating the client request and unfreezing / unblocking the online access of the trading account.

On such a freeze being accepted, the client shall not construe from its open positions/Financial Liability and the client shall not dispute on the same.

In case of any dispute, the appropriate records/logs including, but not limited to, request received to freeze/block the online access of trading account, confirmation given for freezing/blocking of the online access of the trading account and cancellation of pending orders, if any, sent to the clients, shall be relied upon.

9. Policy for Good Till Cancel (GTC) Orders

This policy is prepared to be in line with NSE Circular No. 40/24 dated June 21, 2024 to mitigate the risk on placing GTC orders to protect the clients from absurd trades and protecting the investors from risk of facing losses from corporate action and any other price sensitive information.

- 1. All Good Till Cancelled/Good Till Triggered orders enable clients to place buying and selling orders by specifying the price and also the time frame for which an order would remain valid for placing on the Stock Exchange platform.
- 2. To mitigate the risk of corporate actions, we shall not allow GTC orders in Equity and stock Derivatives. If at all we allow, it would be for a very short period less than one month. The responsibility of monitoring cancellation, price reset, retaining, etc. for the unexecuted orders shall lie with the client, irrespective of the systems developed internally.
- 3. In exceptional cases under the supervision of senior management contracts in Index/commodity index/Currency derivatives may be allowed subject to the owning of responsibility of handling of such orders in case of corporate actions and monitoring of cancellation, price reset, retaining, etc. for the unexecuted orders by the client irrespective of the systems developed internally. The maximum period for which such order can be placed shall be at the sole discretion of RLP.
- 4. We may intimate the corporate actions if any before 48 hours, but it shall be binding on the clients to monitor the same and shall not dispute on the same.

10. Temporarily suspending or closing a client's account at the client's request:

RLP shall carry a periodic review of the client accounts and may suspend the accounts from trading in the following circumstances:

- ➤ Where the client is inactive for more than 2 years
- Non-updating of KYC details Name, PAN, email id, mobile number, Address with OVD, Income Range, Bank details with KRA and KYC being on Hold.

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- Multiple email id, mobile number, Address with OVD, Bank details etc without proper Rationale
- or if it is found to be belonging to the third person.
- Frequent surveillance Alerts
- Dealing in illiquid shares/contracts/single scrip/circular/Dabba trading etc as per the discretion of our RMS team
- Where the client account is under investigation by any regulatory body.
- Where the client has not cleared the naked or uncovered debits which are more than 7 days.
- > Non-delivery of contract notes or statement of accounts sent on periodic basis.
- Physical contract notes are received back undelivered due to reasons like "No such person", "addressee left", refusal to accept, or other reasons which create suspicion.
- ➤ DCN/ statement of accounts sent on periodic basis failed (Bounced email) on more than 3 instances until client submits and registers new email ID.
- On notices received from Regulatory, Statutory, government or local authorities and Income Tax, GST etc.
- Found to be suspicious as per the PMLA and FATF Regulation
- Closure period for particular ISIN for all the related parties.
- Where a client is reported to or known to have expired
- Any other reason, on non co operation/un warranted Dispute at the discretion of RLP.
- Written request from the client for freezing the Account
- Closure by client: Where client requests for closure through personal/post written Request/Online by Mail from designated E Mail Id/e KYC online closure facility or any other verifiable evidence, as prescribed by regulators from time to time.

11. Deregistering a Client:

RLP may deregister a client on the following circumstances:

Any action taken by SEBI/NSE/BSE/NCDEX/MCX or being part of list of debarred entities published by SEBI.





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- ➤ Where client appears to be litigant or Non co operative or fails to honor the commitments, Indulges in frequent Non compliances, such clients can be closed at the absolute discretion of RLP, with or without notice of 48 Hrs.
- On basis of information found in sites of CIBIL,
- Watch out Investors,
- Client having suspicious back ground,
- Link with suspicious organization etc.
- Serving a notice of 30 days without assigning any reason thereof.

RLP shall have the right to close out the existing positions: sell the collaterals in case of Debit Balances to recover its dues, if any, before de registering the client. Further we shall proceed legally to recover the dues

Investor Grievances:

In case of any disputes the same can be raised as per the procedure laid down by our Compliance Officer, Exchanges and SEBI, the procedure for the same is laid down in Investor charter also available on our website: www.rlpsecurities.com

Review Policy:

This policy shall be reviewed as and when there are any changes introduced by any statutory authority or as and when it is found necessary to change the policy due to business needs at a period not exceeding One year

The policy may be reviewed by the Managing Director / Compliance Officer and place the changes in policy before the Board at the meeting.

Approval Authority:

This Policy was placed before the board, and was reviewed by the Board in its meeting held on **26/06/2025** And the same was approved by the Board of Directors.