



Document Version Control

Version Number	Owner	Approval /Review date
Version 1.0	Risk Management Broking	4 th May 2023
Version 1.1	Risk Management Broking	26 th July 2024

Risk Management Policy

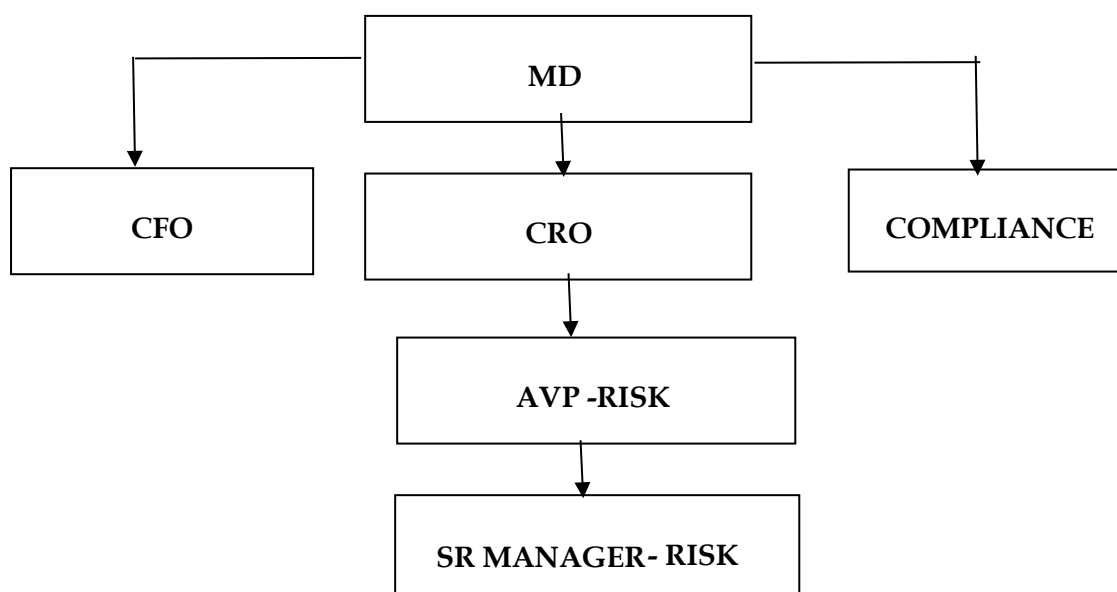
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Introduction

Broking business should have a strong Risk Management and Compliance System. A proper Risk Management System leads in proper control of business activities in times of volatile markets. Proper Compliance in place keeps internal controls on business activities. Risk Management can be imbibed in various business activities depending upon the types of clients involved like retail, institutional, corporate, etc. Risk Management should be done in order to avoid present and future consequences. Compliance means adherence to various rules, regulations, circulars, Bye laws issued by the regulators, and it can be done at internal levels as decided by the management of the organization. Broking Business can have various risks at various levels. In order to restrict these risks or make business strong and firm the company should have risk management at various levels of its activities. A sound risk management system is integral to an efficient clearing and settlement system. Risk containment measures include capital adequacy requirements, monitoring of performance and track record, stringent margin requirements, position limits based on capital, online monitoring of clients. The Policy is subject to change according to our risk perceptions of the market and SEBI/Exchange regulations for the time being in force. BOBCAPS Risk team reserves rights to give exceptions/deviations to this policy at their discretion.

Organization Structure





3. Risk mitigation measures

Type of Risk	Risk Description	RISK MITIGATION MEASURE
Market Risk:	Risk arising due to high volatility in the market and value of scrips. These risks arise due to adverse market rate movements	<ul style="list-style-type: none">• Upfront margins are collected from the clients before allowing an order to go through. Upfront margins are in the form of cash and / or approved securities with haircut and / or in any other form.
Financial Risk:	Risk arising when the client doesn't meet the financial obligation.	<ul style="list-style-type: none">• Position will be squared off to maintain the margin after intimation to the client on best effort basis. Limit against uncleared cheque / is not allowed.
Liquidity Risk:	Risk arising from the difficulty in Squaring off of Intraday Position and selling the securities to clear the debit	<ul style="list-style-type: none">• Scrips are allowed for trading with leverage based on value, volume, VAR %, market cap, etc.• Haircuts on collaterals: Based on risk perception of a security and based on its historic data, appropriate haircuts are imposed at the discretion of BOBCAPS.
Operational Risk:	<p>Risk of loss arising due to procedural errors, omission or failure of internal control system.</p> <p>Operational risks such as may be associated by generating or uploading wrong files with risk management.</p> <ul style="list-style-type: none">• Generating wrong files• Failure in calculating the limits and margins.• Uploading wrong files	<ul style="list-style-type: none">• System based file preparation.• Changes in the Client risk profile is done by Chief Admin.• Limit, position, margin and stock will be checked after uploading BOD files before market open
System Risk:	Risk of loss arising due to failure of systems or due to wrong punching of orders	<ul style="list-style-type: none">• Back-up lines in case of failure• Single order value and quantity limits have been placed so that large quantities or prices that are away from the market are not placed erroneously.



4. Definitions:

- **VAR & ELM:** VaR is the value at risk while ELM is extreme loss margin. BOBCAPS will use VaR, ELM & other margins which are provided by the exchanges as base for its ts for certain basket of Scripts. Exchanges calculate VaR &ELM of a security based on the historic price movement in that security.

- **Exposure Limit:** Exposure limit is the net value of position a client can enter into at any given point in time on that day.

- **Client Margin:** Total Deposit of the client with BOBCAPS. This includes Ledger balance and value of collateral after BOBCAPS haircut and Lien Marked amount.

- **Margin:**

Minimum margin as stipulated by exchanges / BOBCAPS is required for client to do trades. Margins is calculated in terms of percentage of the order value

- **Peak Margin:**

Peak margin is the minimum margin that a trader or an investor should maintain either in the form of funds or pledge securities based on all open positions at any given time. It is calculated based on a minimum of 20 percent for stocks trade executed in EQ segment and minimum of sum of SPAN and exposure margins for F&O. The same needs to be collected upfront on execution of trades.

- **Haircut:**

BOBCAPS accepts collateral (i.e. Shares) from client towards the margin requirement. However, shares carry risk of volatility. Hence a haircut, which is the perceived risk on the price volatility of the security, is applied to the total value of the security for arriving at the perceived risk-free value of the collateral which can be more than Exchange defined haircut.

BOBCAPS reserves the right to define and modify the haircut% (subject to maintaining minimum Exchange defined haircut) from time to time without



giving any prior notice any reason thereof (This would depend on the market conditions).

- **Approved Collateral:**

There are certain exchange approved collaterals such as Mutual Funds / Bonds / NCD's and any other tradeable securities however BOBCAPS reserves the sole right of providing limits against such collaterals from time to time.

- **Allocation of Funds & Collateral:**

As per SEBI guidelines stockbrokers must allocate client funds & collateral segment-wise with the Clearing Corporation (CC). The Balance/Lien maintain with BOBCAPS will be segregated and allocated segment-wise depending on the trades and margin utilization. All other terms & conditions including levying of margin shortfall penalty will remain as is and in line with regulatory requirements.

5. Lien Marking and Availability of Collateral

Clients of BOBCAPS, who wants to trade will have to mark fund lien for trading purpose out of credit balance available. Client can trade up-to the limit available.

Same way client can sell only those securities which are available in his mapped DP account. BOBCAPS will have check on client's funds and securities available for trading as daily file upload is to be made from DP to BOBCAPS front office and vice-versa.

6. Risk Management and Exposure Policy for clients

Client should have sufficient margin in his trading a/c to place the order through BOBCAPS Trading platform. The available limit comprises of Cash (Ledger Balance) & Collateral (pledge Stock)

- **Capital Market Segment:**

For Clients Limit will be based on the ledger credits available, and collateral will be considered after BOBCAPS Hair Cut based on BOBCAPS approved list.

For NRI Clients: Limits will be based on the ledger Credits available and Margin required will be 100 %. No collateral will be considered for margin



purposes.

- **Both Cash and Derivative segments:**

For Retail Clients: Limits will be based on the ledger Credits/LIEN marked amount and collaterals will be considered after BOBCAPS Hair cut from BOBCAPS approved list.

Note:

- BOBCAPS Approved list is as per exchange approved list of securities.
- All Intraday positions in cash segment, F&O segment for Clients will be squared up at 3.10 p.m. or on MTM Loss reaches 80% of Total Deposit whichever is earlier.

BOBCAPS reserves the right to modify/change time for square up and MTM loss percentage from time to time without giving any prior notice any reason thereof (This would depend on the market conditions).

- Clients will have the option of squaring off the Intraday positions any time before auto squared off process run at pre-defined time.
- All intraday positions will be squared off at market price. All pending orders / unexecuted / partially executed orders will be cancelled and no fresh orders will be accepted once intraday square-off initiated. The orders sent to exchange will be executed on a best effort basis.
- Trading in Z Group/Illiquid/GSM/ASM (Grade II onwards) Securities is prohibited unless approved by the Compliance/CRO / Risk Head / Business head / JMD / the MD subject to available of funds towards margin obligation as prescribe by the regulators.
- The client may take the benefit of “credit for sale” 80% credit of total sale value will be available for subsequent trades after Early Pay-In (EPI) request is accepted by Depositories. The value of the shares sold will be added with the value of deposits. On that basis, the client may take fresh exposure.



7. Monitoring Process

The Risk Team shall monitor the positions / debits of the client vis-a-vis the client margin available with BOBCAPS. Following process / reports will be generated on a daily basis to monitor the risk associated with the trades.

- **Carry Forward Debit (Ageing Debit Report):**

Daily Begin of day, ageing debit report is generated for each client. This report will contain details of the amount recoverable from the client (debit of client) with total valuation of shares available with the client.

Intimations regarding outstanding debit communication regarding liquidation is sent through email on the clients' registered email address.

- **CUSPA - Client Unpaid Securities Pledgee Account:**

The client is responsible for paying off any outstanding balances by T+1. In order to fulfil exchange commitments, the client must make sure that funds and securities are provided to BOBCAPS on time. If the client fails to meet his fund obligation by the settlement day, the securities will be transferred to the client demat account along with the creation of an auto-pledge in favor of BOBCAPS Client Unpaid Securities Pledgee Account (CUSPA). unpaid securities will not be considered to calculate the margin obligation of the defaulting party. BOBCAPS reserves the right to close positions and/or sell securities in order to satisfy ledger debit within 5 days and/or margin obligations.

- **Carry Forward Position:**

The client can place the order in the F&O segment to carry forward the position to the next day. The client should have sufficient upfront margin, i.e. Span + Extreme loss margin, in case of trading in futures and option short. To maintain the margin in the volatile market, an additional 5% of the margin will be charged.

Daily Mark to Market losses shall have to be paid latest by T+1. All open positions will be monitored on a real-time basis to maintain requirements. The client has to maintain the required margin for the



open positions. In case client failed to provide marks for market losses, Margins, Additional Margin, or Delivery margin after giving margin calls by RMS, and the BOBCAPS RMS team will be entitled to square off the open positions at market price to maintain the margin.

- **Intraday Positions:**

Mark to market loss on the intraday positions will be monitored by risk department and positions will be squared off where mark to market loss for the client exceeds 80% of client margin. This parameter will be set in the trading system and automated alert will be shown by the system. The position will be square off on best effort basis.

- **Conversion of Product:**

Conversion of products in cash segment is allowed subject to margin availability. During the day, the client can convert his intraday positions into Cash and Carry (CNC) and vice versa.

- **Margin shortfall for equity and F&O/Currency derivatives:**

RMS will square off the positions in case total margin is more than available margin. Margin is collected upfront from all clients. Daily mark to market losses shall have to be paid latest by T+1 day and any shortages in respect of Margin shall be payable forthwith. In case of default to provide Mark to Market losses or Margins accordingly, BOBCAPS shall square off the open market positions without further reference or notice to the Clients.

In case of extreme market volatility, margins may be demanded on intra-day basis and Clients should be able to replenish margins on immediate basis to avoid square off. Shortage in Margin shall attract penalty as may be levied by the Exchange. All losses from daily settlements and losses from square off which are not paid shall be recovered by selling available collateral shares of the Client and Client shall be liable to pay the remaining balance forthwith.

- **Market order:**

It is a market order used to execute buy and sell transactions immediately. This type of order guarantees that the order will be executed but does not guarantee the execution price. The last traded price is not necessarily the price at which the market order will be



executed. A market order generally will execute at or near the current bid (for a sell order) or ask (for a buy order) price.

BOCAPS may keep Additional buffer % as protection % will be charged while placing RL MKT type order. BOBCAPS reserves the right to decide protection % from time to time without giving prior notice. It protects market orders from placing at irrational prices due to price slippage in an illiquid or volatile market.

- **Physical Settlement in derivatives:**

All near month stock Futures contracts and ITM options are eligible for physical delivery. In addition to margins applicable for F&O segment, delivery margins shall be levied on potential in-the-money long option positions four (4) trading days prior to expiry of derivative contract. It is required to collect the delivery margins on in-the-money long option positions and shall be included in the client margin reporting. Any shortfall in delivery margin maintenance will attract margin shortfall penalty from the exchange.

In case of Equity derivatives contracts which are covered under Physical settlement, the long and short position may convert into delivery. In order to mitigate the risk of unwarranted delivery.

- The client should roll over / close the existing positions T-1 trading day before the Expiry date till 12.00 PM. For e.g. for December 2022 expiry which is on 29th December, 2022 clients can close / roll over till 28th December, 2022 till end of market.
- Margin call will be given to dealer for client who are having open position in such contracts on monthly expiry day.
- Additional margins are applicable on in-the-money long option positions as per the Exchange.
- In case the required delivery margins are not supplied, BOBCAPS reserves the right to liquidate the ITM option buy positions to maintain the margin.
- On expiry day, for all such contracts attracting physical settlement, as per appropriate time discretion of Risk



Management team, the margin requirement shall be raised to 100% and in all cases where margin requirements are not met, Risk Management team reserves the right to square-off such open positions.

- Delivery margins at the client level shall be computed as per the margin rate applicable in Capital Market segment (i.e. VAR, Extreme Loss Margins) of the respective security. Delivery margin on potential ITM option long position shall be collected as under:
 - 10% of Delivery margins computed on Expiry - 4 EOD
 - 25% of Delivery margins computed on Expiry - 3 EOD
 - 45% of Delivery margins computed on Expiry - 2 EOD
 - 70% of Delivery margins computed on Expiry - 1 EOD
 - 100% of Delivery margins computed on Expiry Day
- In case client wish to opt for physical settlement of F&O open positions, Client needs to provide necessary funds/shares towards obligations arising against open position(s)
- In case square off cannot be done (e.g. Due to lack of liquidity or any other reason), then such contracts may be physically settled and will have to be settled by the client by paying requisite obligations as per the physical settlement rules. BOBCAPS may impose additional margin, if any, in such cases to cover the obligation which would be debited in the ledger, on a case-to-case basis.
- **Dealing in Restricted Scrips / Contracts**
Orders in restricted securities and contracts that are not executed / are delayed in being executed, as well as any missed opportunities or financial losses to the customer while dealing in such restricted scrips and contracts BOBCAPS shall not be responsible. We reserve the right to impose such restrictions, even if the customer has a sufficient credit balance or margin available in his account and/or has previously bought or sold the securities or contracts on our platform. The BSE/NSE



segment is blocked for trading due to low liquidity and to safeguard client's investments.

To avoid Malpractices or erroneous trading, trading in certain Future and options contracts will be restricted/ blocked on trading platform. The Parameters for restricting/ blocking such contracts are as under:

All contracts having expiry more than 3 months (Index contracts) & 3 months (stock contracts) –

Without prejudice to BOBCAPS's right to restrict/block derivative contracts on the above parameters, BOBCAPS may from time to time also restrict client level open interests in any contract(s), in its absolute discretion, depending on its own independent assessment of the market volatility and/or having regard to any client level/or Member level restrictions in any contract(s) prescribed by the market regulators. However, in restricting/blocking derivative contracts, BOBCAPS shall be at liberty to prescribe a limit lower than the maximum limit that the Regulator may prescribe for any contract(s) from time to time. Further, in order to ensure that the Member level limit prescribed by the Regulator is not violated in any contract, BOBCAPS may also decline further exposure to a Client even if the Client may not have exhausted the client level limit otherwise available to him/her.

BOBCAPS shall not be responsible for non-execution/delay in execution of orders in illiquid scrips and contracts and consequential opportunity loss or financial loss to the customer. BOBCAPS shall have the discretion to place such restrictions, notwithstanding the fact that customer has adequate credit balance or margin available in his account and/or the customer had previously purchased or sold such securities / contracts through BOBCAPS itself. BOBCAPS shall have the right to revise the list of such securities / contracts on a periodic basis.

In order to exercise additional due diligence while trading in these securities on behalf of their clients BOBCAPS shall from time to time classify list of securities which are restricted based on internal criteria and reserves right to refuse execution / not to allow any trades or transaction requests of the client on such



securities or to reduce the open market interests of the client in such securities/ contract as decided from time to time.

8. Trading in Scrips under GSM and ASM

In addition to the existing surveillance action being imposed occasionally, it may be noted that securities under GSM shall be monitored for the price movement based on securities which witness an abnormal price rise not commensurate with financial health and fundamentals like Earnings, Book value, Fixed assets, Net worth, P/E multiple, etc.

Additional Surveillance Deposit (ASD) shall be paid only in the form of cash. No additional limits or exposure shall be granted against the ASD received. This ASD shall not be refunded or adjusted even if securities purchased are sold off at the later stage within a quarter and also shall not be considered for giving further exposure. ASD shall be over and above existing margins. Scrip in GSM Stage 0 & I will be allowed for trading only under Cash and Carry products.

Scrips that are shortlisted in ASM for companies relating to Insolvency Resolution Process (IRP) / Insolvency and Bankruptcy Code (IBC) will not be allowed for trading. BOBCAPS reserves the right to allow trading in such scrips under any product without giving any prior notice.

9. Treatment for Securities in Ban Period

The stock exchange(s) provide a list of restricted contracts based on Market Wide Positions crossing the threshold limit. If the open interest of any stock crosses 95% of the MWPL, all F&O contracts of that stock enter a ban period. When stocks are in the ban period, no fresh positions are allowed for any of the futures and options contracts in that stock. Customers will only be allowed to square off the existing positions during this period. Rollover of positions will not be allowed.

10. Penalty on account of non-maintenance of margin

Clients at all the times should maintain adequate stipulated Margin Upfront



margin must be supplied by Clients in advance of order placement. Clients are also advised to bring in the MTM (Loss) Margins on the same day and not later than T+1 day. client has to maintain different margin which are given below:

- Upfront margin
(F&O and Currency Segment- Span + Extreme Loss margin, Cash Segment - 20% of VAR + ELM)
- Additional Margins
- Net Buy Premium for Options
- MTM Loss Margin
- Physical Delivery Margin (Starts Expiry-5 Days)
- Peak Margins for Intraday square off Trades
- Other Margins if any prescribed by Exchanges from time to time

Penalty will be levied as given below:

Short collection of margin on each day	Penalty %
(< Rs 1 lakh) And (< 10% of applicable margin)	0.50%
(= Rs 1 lakh) Or (= 10% of applicable margin)	1.00%
Beyond 3 days of continuous Short Margin	5%
Beyond 5 Instance of Margin Shortfall in a Month	5%

11. Margin Reporting

As per regulatory requirement on collection of margin from clients, the client margin reporting will be done as below:

- For same day margin requirements, clear ledger balance as on date will be considered.
- Ledger balance calculation will be done by netting off balances across segments i.e. Cash, F&O and Currency.
- Across all segments, shares pledged as collateral in favor of BOBCAPS, after prescribed haircut, will be considered. However, this is as per the exchange regulations which are in place from time to time.
- Post valuation/calculation of the above, NSE FO will be given first preference and in case of excess margin, the same will be considered for reporting of Currency Derivatives & then cash segment
- All other terms & conditions including levying of margin shortfall penalty will remain as is and in line with regulatory requirements.



12.Intimation to clients

Client can view details of his/her ledger, holdings etc via secured login on BOBCAPS online platforms. Regular intimations regarding debit, information about margin shortage communication regarding liquidation is sent through email on the clients' registered email address.

13.Single order quantity and value limit:

In order to minimize loss from possible punching errors by a dealer while executing the transaction for a customer, Risk Management of BOBCAPS puts restriction by capping the maximum quantity and value per order and orders exceeding that maximum quantity or value cap will be rejected. BOBCAPS also sets terminal level limits to contain loss from erroneous trades getting executed. BOBCAPS shall not assume any liability in respect of orders rejected by reason of their quantity or value exceeding the cap value.

14.Intraday Product Policy

• Intraday Product

Positions created under Intra Day Product would be subject to either client himself squaring off (if done online) OR dealer based square off OR Risk square off due to MTM Loss @ 80% of Total Deposit (Ledger + Holding after Haircut) OR Time-Based Square off.

- Client cannot Carry Forward any positions in Intraday Product.
- All pending orders / unexecuted / partial orders will be cancelled as per MIS product features.
- No fresh orders will be accepted in MIS after Time based square off.
- Square off Timer will be done 30 minutes before the close of the market
- All positions under Intraday Product will be subject to 80% MTM Loss i.e. positions will be liquidated if loss reaches to a pre decided level of client margin loss. The OPEN positions (i.e. the carry forward overnight positions) and the intraday leverage position (across segments) will also be squared off at 80% MTM
- At MTM loss the position will be reduced on best effort basis and customer will be liable for such losses.



- Clients registered with BOBCAPS and dealing in Capital Market / Derivative Market / Currency Market would be availed the facility offered by BOBCAPS in Intraday trading in the exchange segments in which client is registered for trading.
 - Client shall be made aware of the Intraday Product and its features and risks associated with Intraday Trading.
 - Client shall be made aware that he/she is allowed a higher leverage in the Intraday Trading Facility as compared to trades in the regular market positions and, therefore, while the opportunity for making profits on the investment is magnified, the risk of loss would also be enlarged correspondingly.
 - Client shall be made aware that Intraday Trading would be allowed only if the margin required under the Facility is already available in his Trading account with us.
 - The option to convert Intraday trade positions to carry forward positions is subject to full margin being made available upfront with BOBCAPS.
-
- Unless the positions are carried forward as stated above, all open positions shall be squared off by Risk Management Team at the prescribed cut-off time (3.10 pm) on the same day of their acquisition unless the positions are sooner squared off upon the positions incurring a loss to the extent of 80%.
 - Client shall be made aware that if for any reason beyond our control, like force majeure causes, disruptions in the communication network, system failure, slow or delayed response from system, trading halts, or the Exchange applying circuit filters because of which the open Intraday positions could not be squared off and are carried forward, any and all losses arising from such events will be to client account.
 - \ positions in Intraday products only in selective scrips authorized by BOBCAPS. Clients to be informed that BOBCAPS reserves the right to change/modify such a list from time to time without giving any prior notice or any reason thereof (This would depend on the market conditions). BOBCAPS reserves the right to decide intraday leverage under intraday product as per the client categorization without giving any prior notice or any reason thereof (This would depend on the market conditions). The changes in the intraday scrip list will be done



at the EOD only to avoid complications. However, in extreme circumstances such as high market volatility, the list may revise during the day.

- In case of volatile movement in scripts covered in intraday product, RMS will liquidate such position on best effort basis after +/-15% movement to avoid circuit freeze. If scrip moves up by 15%, all short positions will be squared off by Risk. Similarly, if scrip moves down by 15%, all long positions will be squared off by Risk

15. Institutional Clients

- Institutional clients would be Foreign Portfolio Investors (FPIs) and Domestic Institutional Investors (DIIs). A separate Institutional desk manned by dedicated and specialized teams are be responsible for the same. They shall deal with such clients and for trading /settlement /servicing etc. on behalf of institutional clients. Suitable Limits shall be defined for such trading terminals to manage risks associated with institutional trades.
- Appropriate limits for securities which are subject to FII limits as specified by RBI or RBI restricted stocks should be tracked by dealers by executing institutional trades through the trading system.
- Documentation of internal controls shall be ensured on areas like order modification / cancellation and post-trade activities and are being updated from time-to- time by Institutional team.
- The following client-wise limits shall be defined for each institutional client.
 - 1.Quantity Limit for each order
 2. Value Limit for each order
 3. User value limit for each user ID
 4. User quantity limit for each user ID
 5. Single order quantity
 6. Single order value
 7. Total Daily Turnover
 8. Pending Order Value
 9. Gross Exposure
 10. Default Trading Limit.



The above limits are subject to change from time to time based on the different requirements of the institutional clients as agreed upon with the client. In case of a need for upward revision in default limits of a particular client, the client shall be required to communicate the same to BOBCAPS as per due process.

- **Order Receipt and Execution:** Orders shall be received either telephonically or digitally through trading terminals. While the orders received digitally through shall be executed instantly, telephonic orders shall be executed by the dealer. The dealers shall take utmost care while executing such trades regarding the accuracy of Client Code, Quantity and Price etc. The orders shall be promptly executed by the dealers and oral confirmation of the placement of the orders shall immediately be provided to the clients. Most orders are via electronic medium like over recorded phone lines/ Bloomberg chats / emails / DMA / Bloomberg fix etc. and a record of the same is maintained.
- After a successful order, the Institution back-office team shall send a digitally signed STP message to the client as well as the custodian. The Client shall be required to confirm the STP message at his end to the custodian before the end of the day. Settlement and clearing would be done by the Custodian of the client. Any obligations, shortages, penalties and auctions created as a result of client orders would be marked to the client accounts.
- In any case for a valid reason (late confirmation / error / exigency etc.) the custodian / Fund House is not accepting the trade done on its behalf, shares will have to be settled through the DVP process. If the order is for shares bought, the broker has to keep the value of money in exchange settlement account and the shares will be delivered to broker pool account subsequently the broker has to transfer the shares to respective institutional client demat account and the amount will be received in broker's bank account subsequently. In case of sell trades, trade value is to be transferred to custodian bank's account and custodian will transfer the shares to broker pool account before the pay in happens.



- Errors & Exigencies - in case of inadvertent events / errors either from the clients / brokers side, the same are to be dealt with as per various exchange circulars in this regard with tight internal controls and approval on the nett impact if any due to the same in terms of recovery / compensation / insurance claim etc.

16. Voluntary freezing/blocking / Unfreezing of Trading Account:

- **Regulatory Compliance:**

As per SEBI Circular no. SEBI/HO/MIRSD/POD-1/P/CIR/2024/4 dated January 12, 2024 and Exchange Circular no. NSE/INSP/60277 dated January 16, 2024 and BSE Circular no : 20240112-30 dtd 12.01.2024 on the subject "Ease of Doing Investments by Investors - Facility of voluntary freezing/ blocking of Trading Accounts by Clients". The following points need to be followed:

- i. Modes through which a client can request/communicate to the Trading Member for voluntarily blocking the trading accounts is enumerated below:
 - a) Email from registered e-mail ID
 - b) SMS from registered mobile number
 - c) IVR/tele calling
 - d) Chatbot
 - e) Trading Member's App / website
 - f) Any other legally verifiable mechanism

Where an e-mail ID and/or telephone number is provided by the Trading Member for this purpose, the said e-mail ID/ telephone number should be dedicated for receipt of communication for voluntary freezing/ blocking of the online access of the clients trading account. The nomenclature of the dedicated e-mail Id shall be stoptrade@bobcaps.in.

- ii. Clients Trading account will be freeze / Blocked within 15 minutes of the request received from the client during market hours or before start of the Trading session.
- iii. Clients Trading account will be freeze / Blocked before the



start of next trading session if request is received after market hours and 15 minutes before start of trading session.

- iv. Client will be sent confirmation for Trading account being freeze / blocked and all pending orders are cancelled.
- v. All Details of open positions (if any) should also be communicated to the client along with contract expiry information within one hour from the freezing/blocking of the trading account. This will eliminate the risk of unwanted delivery settlement. This time limit shall be contracted after a review in the next six months after the date of its applicability to enhance protection of investors from suspicious activities.
- vi. open positions if any along with contract expiry will be intimated within 1 hour from time of Freezing / blocking of account.
- vii. This Policy shall be informed to all the clients and shall also be a part of the account opening kit for all accounts opened w.e.f from 01.07.2024

- **Security Measures:**

Maintain a comprehensive audit trail of all freezing/blocking requests and actions taken to ensure accountability and traceability.

- **Customer Support:**

Provide access to customer support services to assist users with any questions or concerns regarding the freezing/blocking process.

Process for Freezing /Blocking / Unfreezing of Trading Account

We are providing 2 options for Freezing / Blocking of Trading Account which is as under:

1. Request by Email:

Send an email to stoptrade@bobcaps.in from your registered email ID with Subject line as “Freezing of My Trading Account “

When contacting us, please ensure you provide the following details:

- UCC/Client ID
- Client Name



- PAN (Permanent Account Number)
- Registered Email ID
- Registered Mobile Number

2. Phone Call

Alternatively, you can call us at +91-22-69417310 from your registered mobile number. This will enable us to address your concerns promptly.

When contacting us, please ensure you provide the following details:

- UCC/Client ID
- Client Name
- PAN (Permanent Account Number)
- Registered Email ID
- Registered Mobile Number

By providing this information, you enable us to swiftly investigate and take appropriate measures to safeguard your account.

Once request is received Trading account will be Freeze / Blocked, Pending orders if any will cancelled & Open positions if any will be squared off. Confirmation of the same will be provided along with contract expiry information within one hour from the freezing/blocking of the trading account.

Unfreezing of Trading Account :

We are providing 2 options for Unfreezing of Trading Account which is as under:

1. Request by Email:

Send an email to stoptrade@bobcaps.in from your registered email ID with Subject line as “**Unfreezing of My Trading Account**”

When contacting us, please ensure you provide the following details:

- UCC/Client ID
- Client Name
- PAN (Permanent Account Number)
- Registered Email ID
- Registered Mobile Number

2. Phone Call

Alternatively, you can call us at +91-22-69417310 from your registered mobile number. This will enable us to address your



concerns promptly.

When contacting us, please ensure you provide the following details:

- UCC/Client ID
- Client Name
- PAN (Permanent Account Number)
- Registered Email ID
- Registered Mobile Number

17.RMS points

- BOBCAPS shall liquidate collaterals of the client to recover all its outstanding dues to the full extent forthwith If client is debarred by orders of lawful authority from trading in the securities market or in the event of death, insolvency or liquidation of a Client,
- In case of Margin Trading Facility, the stocks deposited as margin collateral and funded stock shall be identifiable separately and no comingling shall be permitted for the purpose of computing funding amount.
- BOBCAPS shall not use the funds and securities of one client to another client, even on the authority of the client.
- Based on surveillance checks, any specific identified scrip may be blocked for trading for all clients or for specific UCCs as identified by RMS or on instruction of Compliance team.

18.Review of the Policy

This Policy shall be reviewed annually and updated periodically to incorporate the changes if any made by SEBI, Exchange or any other regulators or to incorporate the changes necessitated due to changes in the market condition or to strengthen the internal control or for such other reason as deemed fit.