



ASPL Securities Private Limited

RISK MANAGEMENT POLICY



Document Revision and Version Control

Version No.	Month	Prepared by	Reviewed By	Adopted in Board
Ver 1	Feb-26	Shashikant Awale	Amit Bansal	23-02-2026



CONTENTS

INTRODUCTION.....	3
OBJECTIVE/PURPOSE.....	3
CLIENT RESPONSIBILITY.....	3
MARGIN FRAMEWORK.....	4
UPFRONT MARGIN REQUIREMENT.....	4
TRADING LIMIT AND ORDER CONTROL.....	4
MARKET ORDER MPP.....	5
ALLOWED PRODUCTS (INTRADAY / CO / CNC / /MARGIN).....	5
ALLOCATION OF FUNDS AND COLLATERALS.....	8
PENNY STOCK AND ILLIQUID CONTRACTS.....	8
RESTRICTIONS ON ILLIQUID FUTURE AND OPTION CONTRACTS.....	8
ADDITIONAL DISCRETIONARY RMS CONTROL.....	9
RESTRICTED /ILLIQUID/GSM/ASM/Z-GROUP SECURITIES.....	9
CLIENT INTIMATION AND SHORTFALL COMMUNICATION.....	10
CUSPA – CLIENT UNPAID SECURITIES PLEDGEE ACCOUNT.....	10
AGEING DEBIT (T6)/CUSPA SQUARE-OFF POLICY.....	11
BAN PERIOD CONTRACTS AND POSITION VIOLATION.....	11
MARGIN SHORTFALL AND RISK BASED SQUARE-OFF.....	11
MARGIN SHORTFALL PENALTIES AND DELAYED PAYMENT CHARGES TO CLIENTS.....	12
PHYSICAL SETTLEMENT IN DERIVATIVES.....	13
RESTRICTIONS AND TRADING CONTROLS DURING PHYSICAL SETTLEMENT.....	14
RMS RIGHTS DURING EXPIRY & PHYSICAL SETTLEMENT.....	15
MARGIN REPORTING.....	15
COLLATERAL MARGIN & PLEDGE POLICY.....	16
VOLUNTARY FREEZING/BLOCKING/UNFREEZING OF TRADING.....	16
OTHER RMS POINTS.....	17
REVIEW.....	17



INTRODUCTION

ASPL Private Limited (hereinafter referred to as "ASPL" or "Company") is incorporated under the Companies Act, 2013, with Corporate Identification Number (CIN) U66120MH2025PTC440678. ASPL is registered as Stock Broker with SEBI having Registration number INZ000330839 and is registered as Trading Cum Self Clearing Member with National Stock Exchange of India Ltd and NSE Clearing Ltd. (Member Code: 90469), as a Trading Member with BSE Ltd. (Member Code:6973), as a Trading Cum Self Clearing Member with Multi Commodity Exchange of India Limited (Member Code :57650) and ASPL is also registered with SEBI as a Depository Participant having Registration No.: IN-DP-837-2026 and with NSDL having DP ID: IN304949.

ASPL offers clients the ability to trade across multiple market segments, including Equity, Derivatives, and other permitted instruments.

ASPL is committed to maintaining a robust and centralized Risk Management System (RMS) designed to safeguard client interests, uphold market integrity, and ensure compliance with applicable SEBI and Exchange regulations. Our RMS framework has been developed to:

- Identify, assess, and highlight key risks associated with trading activities in real time, as well as during pre-market and post-market sessions.
- Establish a clear, consistent, and transparent risk-management process across Cash & Carry (POA-DDPI), Derivatives, and Margin Trading segments.
- Promote uniformity, accuracy, and operational efficiency in all risk-related functions.
- Enhance overall client experience through timely actions and quicker turnaround.

OBJECTIVE/PURPOSE

As a client of ASPL, it is important for you to understand how our Risk Management Policy governs your trading activities. This policy outlines the mechanisms, controls, limits, and procedures used to regulate client exposure and safeguard both the client and the Company from undue risk.

Clients must note that:

- The Risk Management Policy is not an insurance against losses.
- These measures are designed to contain and manage risk, not eliminate it entirely.
- The Policy may be updated or revised periodically based on ASPL's assessment of market conditions, regulatory changes, or operational requirements.

CLIENT RESPONSIBILITY

Clients are required to maintain adequate funds and margins to hold or carry forward positions. The Company does not engage in client funding, and compliance with margin and exposure norms is mandatory.



MARGIN FRAMEWORK

- Client trading limits are assessed each morning and continuously during the day based on Available Margin.
- Available Margin is calculated as: Available Ledger Balance – Outstanding Derivative Margins + Approved Pledge Securities (after applicable haircut).
- Pledged securities used as collateral are valued at the lower of the previous day's closing price or the last traded price (LTP).
- Exchange-mandated haircuts are applied to pledged securities as per regulatory requirements.
- Additional internal haircuts may also be applied based on ASPL's Approved Securities List.

UPFRONT MARGIN REQUIREMENT

- Clients must ensure that the required upfront margin is available before placing any order.
- Unrealized intraday profits will not be considered as available margin for new trades.
- Intraday losses will be adjusted immediately from the client's available margin.
- ASPL reserves the right to charge higher margin than exchange-stipulated margin based on internal Risk Management policy
- Margin can be collected in the form of:
 - o Cash deposits (NEFT, RTGS, UPI)
 - o Pledged securities (after haircut)
 - o Both (mixed collateral)

TRADING LIMIT AND ORDER CONTROL

- ASPL sets maximum permissible order value and order quantity limits to prevent unintended or erroneous large trades.
- Orders that exceed prescribed quantity or value thresholds are automatically rejected by the trading system.
- Terminal-level exposure limits are applied to restrict excessive or accidental order placement.
- ASPL is not responsible for any opportunity loss arising from rejection of orders due to these risk-control measures.
- These limits also help prevent losses caused by punching errors or oversized trades placed inadvertently by clients or dealers.
- ASPL may impose trading limits based on regulatory requirements or internal RMS policies to mitigate systemic and operational risk.



- Trading caps help protect both clients and ASPL from fat-finger errors or unintended large exposures.
- ASPL is not liable for losses, delays, or missed opportunities caused by orders rejected due to upper caps or limit restrictions.
- Trading caps may be revised periodically based on client trading patterns, market conditions, or internal risk assessments, without prior notice.
- ASPL may apply maximum single order quantity caps to restrict unusually large trade sizes.
- ASPL may apply maximum single order value caps to prevent execution of oversized trades.
- Client-level and scrip-level turnover limits may be imposed to control excessive trading exposure.
- Product-level caps may be applied for specific scrips depending on associated risk.
- Collateral concentration limits may be implemented at both client and scrip levels to avoid excessive exposure to a single security.
- Basket orders may be restricted or disallowed to prevent aggregation-related execution risks.
- Clients may avail up to 80% of the sale value as trading credit after successful Early Pay-In (EPI) acceptance by the Depositories, which shall be added to available margin for taking fresh exposure.

MARKET ORDER MPP

- A market order is used to execute buy or sell transactions immediately at the best available price.
- A market order guarantees execution but does not guarantee the execution price.
- The last traded price (LTP) may differ from the actual execution price of a market order.
- Market buy orders generally execute near the current ask price, while market sell orders execute near the current bid price.
- ASPL may apply an additional protection buffer percentage when placing RL-MKT type and Limit orders to safeguard against irrational execution prices.
- ASPL reserves the right to revise the protection buffer percentage at any time without prior notice.
- The protection buffer helps prevent orders from being executed at extreme or unintended prices due to slippage in volatile or illiquid markets.

ALLOWED PRODUCTS (INTRADAY / CO / CNC / /MARGIN)

CNC- Cash & Carry (Delivery) Trades

- Delivery transactions are permitted strictly up to the clear ledger credit balance available in the client's account.



- During high-risk events such as Budget announcements, global financial developments, or extreme market volatility, ASPL may increase margin requirements.
- ASPL may reduce or restrict client trading exposure based on prevailing market risk conditions.
- Short selling is not allowed in this product
- For CNC Buy the client is required to pay 100% of the trade value upfront.
- No margin, leverage, or collateral is permitted for such transactions.
- Upon execution of the order and completion of exchange settlement (T+1/T+2), the securities shall be credited to the client's Demat account.
- Orders under CNC Buy and Option Buy cannot be executed against pledged or collateral margins.
- Suppose you buy 100 shares of Reliance at ₹2,500 using CNC. You pay ₹2,50,000 ($100 \times ₹2,500$) in full (Additional charges applicable).

CO (Cover Order)

A Cover Order (CO) is an intraday trading product that combines an initial market or limit order with a mandatory stop-loss order to limit potential losses (Stop-Loss Order)

Upon execution of the primary order, the system will automatically place two linked orders: a profit-taking order and a stop-loss order. Execution of either order will result in the automatic cancellation of the other. Applicable margin shall be calculated as: $(\text{Limit Price} - \text{Stop-Loss Price}) \times \text{Quantity} + \text{applicable VAR margin}$.

The client acknowledges that in circumstances beyond the broker's control, including but not limited to force majeure events, system or network failures, delayed system responses, exchange-imposed circuit filters, or trading halts, open positions may not be squared off and may be carried forward. In such cases, the client agrees to square off positions on a best-effort basis at the earliest opportunity, and any resulting losses shall be borne solely by the client.

The client agrees not to hold the broker, its directors, officers, or employees liable for any losses arising from the use of this facility. All terms and conditions shall remain valid and enforceable until terminated in accordance with the agreement. Clients are advised to refer to the provided FAQ for detailed features and risks of the intraday product.

Intraday Trading Policy

- Equity leverage: 5x (For example, with ₹10,000 in your account, you can trade up to ₹50,000)
- Futures leverage: 1x (Required full margin as per exchange)
- Options: 1x (Intra-day trading is allowed for weekly and three-month expiry contracts and required full margin as per exchange as per exchange)
- Positions created under the Intraday Product must be squared off on the same trading day by the client, dealer, or RMS.



- Intraday positions cannot be carried forward unless converted to delivery/carry-forward with full upfront margin.
- All pending, unexecuted, or partially executed intraday orders will be cancelled as per product rules.
- No fresh intraday orders will be accepted once the time-based square-off process begins.
- RMS will start the intraday square-off process 15 minutes before market close.
- Intraday positions are subject to liquidation when MTM loss reaches 80% of total deposit (ledger + holdings after haircut).
- Overnight and intraday leveraged positions may be squared off when MTM loss reaches 80%.
- RMS will square off positions on a best-effort basis, and all resulting losses must be borne by the client.
- Intraday trading is allowed only in approved liquid scrips identified by ASPL.
- ASPL reserves the right to change, restrict, or suspend the intraday scrip list based on market-risk evaluation.
- Intraday scrip list changes will normally occur at end-of-day but may occur intraday during high volatility.
- ASPL may revise intraday leverage limits without prior notice depending on client category and market conditions.
- If RMS cannot square off intraday positions due to system issues, connectivity problems, exchange halts, or circuit filters, positions may carry forward unintentionally.
- Long intraday positions carried forward will be converted to CNC and squared off on the next trading day.
- Short intraday positions carried forward may be subject to the exchange auction process regardless of demat holdings.
- Clients must bear all losses, penalties, and charges arising from carried-forward positions.
- ASPL reserves the right to square off positions without prior notice when margin falls short or MTM thresholds are breached.
- RMS may force-square positions without intimation during high volatility or when timely communication is not possible.
- Clients are fully responsible for monitoring their positions and maintaining adequate margins at all times.
- ASPL will not be liable for any losses arising from RMS-initiated square-offs.
- Intraday trading is permitted only when full required margin is available upfront.
- Conversion from intraday to delivery/carry-forward is allowed only upon providing 100% of the required margin.



- RMS may liquidate intraday positions if the traded scrip moves $\pm 15\%$ intraday to avoid circuit freeze.
- If the scrip moves $+15\%$, all short positions may be squared off; if -15% , all long positions may be squared off.

ALLOCATION OF FUNDS AND COLLATERALS

- SEBI guidelines require stockbrokers to allocate client funds and collateral segment-wise with the Clearing Corporation (CC).
- Balances and margin maintained with ASPL will be segregated and allocated to respective segments based on trading activity and margin utilization.
- All existing terms and conditions, including the levy of margin shortfall penalties, will continue unchanged and remain fully compliant with regulatory requirements.

PENNY STOCK AND ILLIQUID CONTRACTS

- Penny stocks are defined as securities appearing in the quarterly list of illiquid stocks published by the Exchanges.
- Penny stocks are considered high-risk due to low liquidity, wide bid-ask spreads, small market capitalization, and limited disclosure or investor participation.
- ASPL reserves the right to restrict, refuse, or block trading and/or limit exposure in penny stocks depending on market conditions and internal RMS policies.
- Trading restrictions on illiquid securities or contracts may be applied even when the client has sufficient margin or a positive credit balance.
- ASPL will not be responsible for missed opportunities, delayed execution, or financial losses arising from trading restrictions in penny stocks or illiquid securities.

RESTRICTIONS ON ILLIQUID FUTURE AND OPTION CONTRACTS

- Illiquid F&O contracts may be restricted or blocked on ASPL trading platform to prevent malpractice, manipulation, or erroneous trades.
- F&O index contracts and stock contracts with expiry greater than 3 months may be restricted or blocked.
- F&O contracts with open interest (OI) below 10 lots may be restricted or blocked.
- Stock option strike prices beyond $\pm 20\%$ of the last traded price (LTP) in the cash market may be restricted or blocked.
- Index option strike prices beyond $\pm 20\%$ of the LTP in the cash/spot market may be restricted or blocked.
- ASPL may decline orders in illiquid contracts even if the client has previously traded such securities through the platform.
- execution, missed opportunities, or financial loss resulting from restrictions placed on illiquid contracts.
- Restrictions may be imposed irrespective of the client's margin availability, credit balance, or past trading history in such securities.



ADDITIONAL DISCRETIONARY RMS CONTROL

- ASPL may impose client-level open interest restrictions in any F&O contract based on its assessment of market volatility and risk.
- ASPL may prescribe lower limits for clients than those permitted by regulatory authorities to ensure compliance with member-level exposure caps.
- ASPL may decline additional exposure to a client even if their individual limit is not fully utilized, to ensure regulatory or internal limits are not breached.
- ASPL may revise the list of restricted or blocked contracts at any time without prior notice.
- ASPL maintains the right to refuse execution of trades or reduce open positions in illiquid securities/contracts based on internal due diligence criteria.
- ASPL may periodically classify securities as restricted based on internal risk parameters and may prevent new trades or reduce existing exposure in such securities.

RESTRICTED/ILLIQUID/GSM/ASM/Z-GROUP SECURITIES

- Trading in Z-Group, Illiquid, GSM, and ASM (GSM -Grade II and above) securities is prohibited unless specifically approved by Compliance, Risk Head, Business Head, MD, subject to availability of required regulatory margins.
- Additional Surveillance Deposit (ASD) for GSM/ASM securities must be paid strictly in cash and will not be considered for exposure or leverage.
- ASD is non-refundable and non-adjustable, even if the security is sold later within the quarter.
- ASD is required over and above all existing margin obligations and does not enhance trading limits.
- Scrips under GSM Stage 0 and I may be traded only under Cash and Carry (CNC) products; intraday trading will not be permitted.
- Scrips under GSM Stage II to Stage VI will be completely blocked from trading in all product types to safeguard client interests.
- Scrips classified under ASM may only be traded on a CNC basis; ASM scrips will not be allowed for intraday trading or leveraged products.
- Scrips under ASM related to Insolvency Resolution Process (IRP) or listed under IBC, SMP and Unsolicited, and Loss-Making (Grade II onwards) securities will not be permitted for trading; ASPL reserves the right to change this without prior notice.
- Trading restrictions may be imposed even when the client has sufficient credit balance, margin, or prior trading history in the affected securities.
- ASPL is not responsible for non-execution, delayed execution, missed opportunities, or financial losses arising from restrictions placed on GSM, ASM, Z-Group, or illiquid securities (Surveillance Measure Scrips).
- ASPL retains the right to update, modify, or expand the restricted securities list at any time based on internal criteria, market conditions, or regulatory directives.



- Any relaxation of restrictions in the above categories shall be at the discretion of the Risk Team and only with Management approval.
- Orders placed in restricted securities or contracts that do not execute promptly—or fail to execute entirely—will remain the client’s responsibility, including any resulting opportunity or financial loss.

CLIENT INTIMATION AND SHORTFALL COMMUNICATION

- Clients can view details of their ledger, holdings, margin status, and positions through ASPL’s secure mobile app and online trading platforms.
- Regular notifications regarding ledger debits, margin shortages, MTM losses, and liquidations are sent to the client’s registered email address and/or mobile number.
- ASPL may initiate communication regarding margin shortfall through email, SMS, or other approved modes, specifying the shortfall amount and the timeline for funding it.
- If the client does not comply within the stipulated time, ASPL reserves the right to liquidate positions to cover the full shortfall.
- Intimation of margin shortfall is discretionary; ASPL has no obligation to issue prior communication before initiating square-off, especially during periods of high volatility or operational constraints.
- ASPL may square off client positions without prior notice if market volatility, regulatory directives, or risk-control requirements necessitate immediate action.
- If available margin falls below the forced-square-off threshold, RMS may liquidate positions without further communication.
- ASPL will not be responsible for any loss, opportunity loss, or adverse financial impact arising from RMS-initiated square-offs.

CUSPA – CLIENT UNPAID SECURITIES PLEDGEE ACCOUNT

- Clients must clear all outstanding fund obligations by T+1 (Trading Day + 1).
- If the client fails to meet the fund obligation by settlement day, purchased securities will be transferred to the client’s demat account and auto-pledged to ASPL’s Client Unpaid Securities Pledge Account (CUSPA).
- Securities held under CUSPA will not be considered toward margin obligations of the defaulting client.
- ASPL reserves the right to liquidate securities held in CUSPA to recover ledger debits or margin shortfall obligations if payments are not received within the allowed period.
- When liquidating for recovery, RMS will first select securities from CUSPA, then from the Collateral Pledge Account.
- ASPL will not be liable for any losses (realized or MTM) incurred by the client due to such liquidations.



AGEING DEBIT (T6)/CUSPA SQUARE-OFF POLICY

- Clients are responsible for clearing all debit balances by T+1 to ensure timely settlement obligations.
- ASPL reserves the right to liquidate positions or sell client securities to meet ledger debits or margin obligations.
- Ageing debit liquidation will occur on T+5 for any debit older than 4 days.
- Example: Trades executed on Monday must be fully settled by the following Monday (T+6); if funds are not received or securities not sold by T+5, ASPL will liquidate holdings equivalent to the debit.
- Clients with ageing debits of ₹1,000 or more on T+1+4 days (T5) will receive an alert via SMS or email to clear outstanding balances.
- During market turbulence, ASPL may sell shares without prior notice to recover outstanding debits; attempts will be made to send communication, but ASPL is not liable for MTM or realized losses resulting from such actions.
- No additional exposure will be permitted from T+6 onward if the debit is not cleared by T+5.
- Clients remain liable for all realized and unrealized losses resulting from forced liquidation due to ageing debits.

BAN PERIOD CONTRACTS AND POSITION VIOLATION

- No fresh positions or rollover of existing positions will be permitted in securities or contracts placed under the Exchange-designated Ban Period.
- During the ban period, clients can only reduce their existing positions. Any trade that increases the Future-Equivalent Open Interest or changes the position direction is not permitted (SEBI/HO/MRD/TPD-1/P/CIR/2025/79).
- Any penalty charged by the exchange for such trades will be borne by the client. If the Future-Equivalent Open Interest (FEOI) increases during the ban period, the RMS team may square off positions without prior notice.

MARGIN SHORTFALL AND RISK BASED SQUARE-OFF

- RMS will square off client positions if total margin available is less than the margin required as per regulatory norms.
- Margin is collected upfront from all clients and must be maintained continuously across all segments.
- Daily Mark-to-Market (MTM) losses must be paid no later than T+1 day, and any margin shortfall must be funded immediately.
- If a client fails to provide MTM losses, required margins, additional margins, or delivery margins, ASPL may square off open positions without further notice.
- During extreme market volatility, margins may be demanded on an intra-day basis, and clients must replenish margins immediately to avoid liquidation.



- Margin shortfall may attract penalties imposed by the Exchange, and such penalties will be debited to the client's ledger.
- All losses arising from settlements, MTM obligations, or RMS-triggered square-off will be recovered by liquidating pledged or collateral securities.
- Any debit balance remaining after liquidation of collateral must be paid by the client forthwith.
- Shortfall is calculated as: Available Margin – Margin Required.

Available Margin includes adjusted ledger balance, post-haircut value of pledged securities, net premium received, net stocks sold eligible for early pay-in, and excludes unrealized/realized losses until posted to the ledger.

- Margin Required includes blocked margins for equity trades, SPAN margin, Exposure/ELM margin, delivery margin (for physical settlement), and any exchange-mandated or ASPL-imposed additional margin.

- Clients will be informed of margin shortfall and must infuse funds or reduce positions promptly.

- In extreme volatility, RMS may require immediate margin replenishment without waiting for end-of-day settlement.

- If MTM loss reaches or exceeds 80%, positions may be squared off partially or fully on the same day on a best-effort basis.

- MTM losses below 80% may lead to square-off on the next trading day if shortfall persists.

- RMS will square off positions to the extent required to cover the entire shortfall.

- The event of sharp adverse price movement, positions may be reduced or liquidated on a best-effort basis.

- Clients are fully liable for all losses incurred due to MTM adjustments, forced square-offs, settlement obligations, or penalties.

- ASPL will recover unpaid losses or margin obligations by selling the client's available collateral.

- Any remaining balance after liquidation must be paid immediately by the client.

- Carry-forward positions in F&O require full upfront SPAN + ELM margin to be available at all times.

- An additional volatility margin of 5% may be charged during high-risk or volatile market conditions.

MARGIN SHORTFALL PENALTIES AND DELAYED PAYMENT CHARGES TO CLIENTS

Margin shortfall penalties may be charged to clients in certain situations. In accordance with the NSE circular dated 1st October 2024 (NSE/INSP/64315) any applicable penalties imposed by the exchange will be recovered from traders by stock brokers. Such penalties may occur due to:

- Dishonored cheques
- Modification of hedge positions



- Additional margins
- Delivery margins
- Mark-to-Market (MTM) margins

In the event of a ledger debit, if the client fails to clear the debit obligation on or before the settlement (pay-in) day, delayed payment charges shall be levied. Delayed payment charges will be applied at the rate of 18% per annum 18% per annum on the outstanding debit balance.

PHYSICAL SETTLEMENT IN DERIVATIVES

- All near-month stock futures and in-the-money (ITM) stock option contracts are eligible for physical settlement at expiry.
- Delivery margins must be collected and reported in client margin reporting; any shortfall attracts exchange-mandated penalties.
- To avoid unwanted physical delivery, clients should square off or roll over positions latest by T-1 trading day before expiry (e.g., for expiry on 30 Dec, positions must be closed/rolled over by 29 Dec) else All open position in expiry on 30 Dec contracts of such securities will be squared off by Risk on 30 Dec 2025
- RMS may issue margin alerts for open positions in physical-delivery contracts on expiry-related days.
- Additional margins may be levied on ITM long option positions as per exchange guidelines.
- If required delivery margins are not provided, ASPL reserves the right to liquidate ITM option buy positions to maintain margin compliance.
- On expiry day, margin requirements for physical-delivery-eligible contracts may be raised to 100%, and positions not meeting margin requirements may be squared off without notice.
- Delivery margins are computed as per Capital Market VAR + ELM framework of the underlying security.
- All potentially In the Money Options positions in Physically Settled contract, additional margin in the form of delivery margin will be charged by Exchange from 4 days prior to day of expiry of the contract, in a staggered manner as under:
10% of Delivery margins computed on Expiry -4 BOD
25% of Delivery margins computed on Expiry -3 BOD
45% of Delivery margins computed on Expiry -2 BOD
70% of Delivery margins computed on Expiry -1 BOD
100% of Delivery margins computed on Expiry Day
- Clients opting for physical settlement must provide required funds or securities to meet settlement obligations.
- If square-off cannot be executed due to illiquidity or other constraints, positions may convert to physical delivery and obligations must be honored fully by the client.



- ASPL may impose additional delivery margins on a case-by-case basis to cover settlement obligations, debited to the client's ledger.

Scenario: Long Call Option Approaching Expiry

- Client holds 1 lot (100) of XYZ @1000 CE, expiry this Tuesday.
- Current spot: ₹1,030 → Option is ITM.
- Delivery margin applies from Expiry-4 day.

Day	Margin Required	Example Amount
Expiry-4	10%	₹10,000
Expiry-3	25%	₹25,000
Expiry-2	45%	₹45,000
Expiry-1	70%	₹70,000
Expiry Day	100%	₹1,00,000

RESTRICTIONS AND TRADING CONTROLS DURING PHYSICAL SETTLEMENT

- Clients should roll over or close current-month positions on or before T-1 day; after this time ASPL may begin squaring off open positions.

For e.g. for December 2025 expiry which is on 30th December, 2025 clients can close / roll over till 29th December, 2025 till end of market.

- Fresh positions in current-month stock derivatives may be blocked from T-1 day onwards to prevent unintentional delivery obligations.
- On expiry day, all open stock F&O positions not opted for physical settlement must be squared off before 10:00 AM by the client.
- After 10:00 AM on expiry day, RMS will square off all remaining open positions irrespective of margin availability.
- Positions that cannot be closed due to lack of liquidity will be physically settled by the exchange; clients must bear all resultant costs, penalties, and losses.
- For long positions (Long Futures, Long Calls, Short Puts), physical settlement results in buy delivery obligation, payable in full.
- For short positions (Short Futures, Short Calls, Long Puts), physical settlement results in sell delivery obligation, requiring stock delivery; short delivery may lead to auction penalties.



- To avail physical settlement, clients must provide necessary applicable delivery margin/funds/shares towards obligations arising against open position(s) to avoid any risk liquidation.
- No hedge or spread benefit will be considered for physical settlement margin calculation; gross notional exposure is used.

RMS RIGHTS DURING EXPIRY & PHYSICAL SETTLEMENT

- RMS may square off positions without prior notice due to volatility, regulatory restrictions, or risk-driven requirements.
- All open position contracts (ITM, ATM, OTM) in current-month expiry may be blocked for fresh exposure on expiry day.
- Intraday square-off is a right of ASPL and not an obligation; clients should square off their own positions proactively.
- Any intraday product not squared off will be carried forward and automatically converted into a delivery product.
- RMS may liquidate positions on a best-effort basis during extreme MTM loss situations; clients bear full liability for losses.
- To avoid physical delivery, if positions are not closed by T-1, then all open positions in current month contract's expiry will be squared off by the Risk Management team on the expiry date.
- ASPL is not liable for execution price, partial square-off, or inability to liquidate due to low liquidity, system issues, or exchange constraints.

MARGIN REPORTING

- Client margin reporting is conducted in accordance with regulatory requirements on margin collection and verification.
- For same-day margin requirements, only the clear ledger balance available as of that date will be considered.
- Ledger balance will be computed by netting off balances across all trading segments, including Cash, F&O, Currency, and Commodity.
- Collateral valuation will include pledged shares and securities lying in the pool/CUSA after applying prescribed exchange haircuts.
- Valuation of collateral will be based on the previous trading day's closing prices as per regulatory norms.
- Margin allocation priority will be given first to NSE F&O segment requirements.
- Remaining margin, if any, will be applied toward NSE and BSE Cash segment requirements.
- All margin shortfall penalties applicable under SEBI and Exchange rules will continue to apply without exception.
- All terms and conditions related to margin reporting, utilization, and penalties will remain aligned with prevailing regulatory guidelines.



COLLATERAL MARGIN & PLEDGE POLICY

- Collateral margins against pledged securities shall be available from T+1 (next trading day).
- Only exchange-approved securities are eligible for pledge. Applicable haircuts, which may be equal to or stricter than exchange-prescribed margins, shall be applied as per the internal risk policy and may be revised, including removal of securities, at the discretion of ASPL.
- Pledge benefit shall be computed based on the lower of LTP or previous day's closing price and may be used across segments on a combined basis.
- For exchange margin reporting, regulatory margins (VaR + ELM or as prescribed) shall apply, whereas trading limits on the platform may be based on higher internal haircuts.
- Collateral margins shall not be available for Equity Delivery products (CNC). Use of collateral for option buying shall be subject to internal risk policies and may change from time to time.
- In case of corporate actions or removal of securities from the approved list, collateral may be liquidated to mitigate risk if sufficient alternate margin is not provided. The client shall bear all resulting costs and consequences.
- Collateral margins shall be provided only through pledge of securities to the Clearing Corporation (NCL) in accordance with applicable SEBI circulars. Pledge requests must be initiated by the client.
- Upon unpledge request or sale of pledged securities, collateral benefits shall be removed and trading limits updated in real time, subject to no margin utilization or debit balance.

VOLUNTARY FREEZING/BLOCKING/UNFREEZING OF TRADING

Modes for Requesting Account Freeze:

ASPL offering two options for freezing/blocking the trading account, as outlined below

1. Customer Support (request via Email)
 - Contact ASPL support from registered contact details.
 - Send an email to stoptrade@ASPL.co from your registered email ID with Subject line as "Freezing of My Trading Account _____ <UCC/Client ID>". Also mention PAN & Registered Mobile Number in the Email.
 - The client's request will be processed after necessary validation. ASPL shall verify the client's identity using method of 2 factors authentication.
2. Customer Support (request via Phone Call)
 - Contact ASPL support at Tollfree No. 1800 210 4545 from registered Mobile Number.
 - The client's request will be processed after necessary validation. ASPL shall verify the client's identity using method of 2 factors authentication.

Upon receipt of client's request, the trading account will be frozen/blocked. Any pending orders will be cancelled, and open positions, if any, will be squared off. Confirmation, along with contract expiry details, will be shared within one hour of freezing/blocking the account.

Unfreezing (Reactivation) Process

Customer Support (request via Email)



- Contact ASPL support from registered contact details.
- Send an email to stoptrade@ASPL.co from your registered email ID with Subject line as “Unfreezing of My Trading Account_____<UCC/Client ID>“. Also mention PAN & Registered Mobile Number in the Email.
- The client’s request will be processed after necessary validation. ASPL shall verify the client's identity using method of 2 factors authentication.

Customer Support (request via Phone Call)

- Contact ASPL support at Tollfree No. 1800 210 4545 from registered Mobile Number.
- The client’s request will be processed after necessary validation. ASPL shall verify the client's identity using method of 2 factors authentication.

6.1. Cooling-Off Period

- The trading member shall unfreeze/unblock the online access of trading account after validating the client request.
- A minimum 24-hour cooling period after freezing may be applied.

OTHER RMS POINTS

- ASPL will liquidate client collateral or funded shares to recover outstanding dues if the client is debarred by lawful authority or in the event of death, insolvency, or liquidation.
- ASPL will not use the funds or securities of one client to provide any margin benefits to another client, regardless of authorization.
- RMS may restrict or block trading in specific scrips for all clients or selected UCCs based on surveillance findings or instructions from Compliance.

REVIEW

This policy will be reviewed and updated as required to incorporate any changes introduced by regulatory authorities. Additionally, it will undergo periodic reviews at least once in a year to ensure continued relevance, effectiveness, and alignment with current regulatory requirements and industry standards.

XXXXXXXXXXXXXXXXXXXXXXX