SWASTIKA INVESTMART LIMITED

REFUND AND CANCELLATION POLICY

1. Introduction

Swastika Investmart Limited ("Company") is committed to ensuring transparency and fair treatment of its clients in relation to payments, refunds and cancellation requests. This Policy outlines the terms and procedures governing refunds and cancellations for services offered by the Company.

2. Cancellation Policy

- Clients may request cancellation of their account-opening application before activation by submitting a request through the Company's authorised communication channels.
- Cancellation requests for activated Trading or Demat Accounts shall be processed in accordance with applicable SEBI, Stock Exchange and Depository requirements.
- Cancellation of pending trading orders shall be subject to successful confirmation by the respective Stock Exchange. Executed transactions cannot be cancelled.

3. Refund Policy

- **Account Opening:** Any eligible refund relating to separately chargeable services shall be considered based on the status of the application, services rendered and applicable regulations. No charge shall be levied for opening a Demat account contrary to SEBI requirements.
- **Duplicate or Excess Payments:** Duplicate or excess payments shall be refunded after verification and reconciliation.
- **Failed Transactions:** Payments debited but not successfully credited shall be reversed or refunded through the appropriate payment channel, subject to verification.
- **Third-Party Payments:** Payments received from third-party or unregistered bank accounts shall be dealt with in accordance with applicable regulatory requirements.
- **Service Charges:** Brokerage, statutory levies, exchange charges and other charges relating to services already rendered or transactions executed shall ordinarily not be refundable, except where collected erroneously or otherwise refundable under applicable regulations.

- **Client Funds:** Withdrawal and refund of available client funds shall be governed by applicable SEBI and Exchange requirements.

4. Refund Processing

Eligible refund requests shall ordinarily be processed within 7 working days in the normal course of business, subject to completion of necessary verification and approval. However, under certain circumstances, including cases involving additional verification, reconciliation, banking or payment gateway dependencies, or other exceptional situations, the processing may take longer than the aforesaid period. The Company shall endeavour to process such requests at the earliest.

The actual credit of the refund shall also be subject to the processing timelines of the concerned bank or payment gateway. Applicable statutory and regulatory timelines shall prevail.

5. Refund Request Procedure

Clients may submit refund requests through the Company's official customer support channels, along with relevant details such as Client ID, transaction reference number, payment receipt and reason for the request.

The Company may seek additional information or documents wherever necessary for verification.

6. Grievance Redressal

For any concerns relating to refunds or cancellations, clients may firstly approach the Company's designated grievance redressal department through the contact details available on its official website. Clients may also approach the relevant Stock Exchange, Depository or SEBI through the prescribed grievance redressal mechanisms, including SCORES if the client is not satisfied with the resolution provided by the Company.

7. Regulatory Framework

This Policy shall be governed by applicable provisions of:

1. SEBI Master Circular for Stock Brokers dated June 17, 2025.
2. SEBI Circular dated June 16, 2021, relating to settlement of running accounts of clients' funds.
3. SEBI Circular dated January 06, 2025, relating to settlement of funds of inactive clients.
4. SEBI Investor Charter for Stock Brokers dated February 21, 2025.

5. SEBI (Depositories and Participants) Regulations, 2018 and applicable Depository rules, bye-laws and circulars.

8. Policy Review

The Company reserves the right to amend this Policy from time to time in accordance with applicable regulatory requirements. In case of any inconsistency, the applicable statutory and regulatory provisions shall prevail.