

**ACCOUNT OPENING KIT  
INDEX OF DOCUMENTS**

**DOCUMENTS REQUIRED AS PER SEBI CIRCULAR CIR/MIRSD/16/2011 DATED 22-08-2011  
Read with SEBI Circular bearing Reference No. MIRSTD/SE/CIR-19/2009 dated 3-12-2009**

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**Name of Stock Broker: MBL & COMPANY LIMITED**

**Member :**

NSE (CM F&O and CDS Segment) SEBI Regn. No. : INZ000289536 TM Code.:10047

BSE (CM F&O and CDS Segment) SEBI Regn. No.: INZ000289536 CLG No.3033

**Registered Office address:** SCO No. 6, Dayal Bagh Colony, Faridabad, Haryana-121009

Phone no.: 0129-2510767, Fax no: 0129-2510767, Website: [www.mblindiaonline.com](http://www.mblindiaonline.com)

**Correspondence Office address:** M-15, M Block Market, Greater Kailash-II, New Delhi-110048

Phone no.: 011-29212411, 29212412, Fax no: 91-11-29218032

Website: [www.mblindiaonline.com](http://www.mblindiaonline.com)

Compliance Officer: BHRIGU NATH CHOUBEY

Managing Director : SUNEET LAL

Phone no. 011-29212411, Email id: [mblcol@yahoo.com](mailto:mblcol@yahoo.com)

I/We have fully understood the distinction and details regarding the Mandatory/Non-Mandatory documents as above and do hereby enter and sign the same and agree not to call into question the validity, enforce ability and applicability of any voluntary agreement(s) or clauses within any voluntary/optional agreement(s)/document(s) under any circumstances whatsoever.

Sign here :

# Mandatory Documents

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## **DOCKET-A**



## INSTRUCTIONS / CHECK LIST FOR FILLING KYC FORM

### A. IMPORTANT POINTS:

1. Self attested copy of PAN card is mandatory for all clients.
2. Copies of all the documents submitted by the applicant should be self-attested and accompanied by originals for verification. In case the original of any document is not produced for verification, then the copies should be properly attested by entities authorized for attesting the documents, as per the below mentioned list.
3. If any proof of identity or address is in a foreign language, then translation into English is required.
4. Name & address of the applicant mentioned on the KYC form, should match with the documentary proof submitted.
5. If correspondence & permanent address are different, then proofs for both have to be submitted.
6. Sole proprietor must make the application in his individual name & capacity.
7. For non-residents and foreign nationals,(allowed to trade subject to RBI and FEMA guidelines), copy of passport/PIOCard/OCICard and overseas address proof is mandatory.
8. For foreign entities, CIN is optional; and in the absence of DIN no. for the directors, their passport copy should be given.
9. In case of Merchant Navy NRI's, Mariner's declaration or certified copy of CDC (Continuous Discharge Certificate) is to be submitted.
10. For opening an account with Depository participant or Mutual Fund, for a minor, photocopy of the School Leaving Certificate/Mark sheet issued by Higher Secondary Board/Passport of Minor/Birth Certificate must be provided.
11. Politically Exposed Persons (PEP) are defined as individuals who are or have been entrusted with prominent public functions in a foreign country, e.g., Heads of States or of Governments, senior politicians, senior Government/judicial/military officers, senior executives of state owned corporations, important political party officials, etc.

### B. Proof of Identity( POI): List of documents admissible as Proof of Identity:

1. PAN card with photograph. This is a mandatory requirement for all applicants except those who are specifically exempt from obtaining PAN (listed in Section D).
2. Unique Identification Number (UID) (Aadhaar) / Passport / Voter ID card / Driving license.
3. Identity card/ document with applicant's Photo, issued by any of the following: Central/State Government and its Departments, Statutory/Regulatory Authorities, Public Sector Undertakings, Scheduled Commercial Banks, Public Financial Institutions, Colleges affiliated to Universities, Professional Bodies such as ICAI, ICWAI, ICSI, Bar Council etc., to their Members; and Credit cards/Debit cards issued by Banks.

### C. Proof of Address (POA): List of documents admissible as Proof of Address: (\*Documents having an expiry date should be valid on the date of submission.)

1. Passport/Voters Identity Card/Ration Card/Registered Lease or Sale

Agreement of Residence/Driving License/Flat Maintenance bill/Insurance Copy.

2. Utility bills like Telephone Bill (only land line), Electricity bill or Gas bill Not more than 3 months old.
3. Bank Account Statement/Passbook - Not more than 3 months old.
4. Self-declaration by High Court and Supreme Court judges, giving the new address in respect of their own accounts.
5. Proof of address issued by any of the following: Bank Managers of Scheduled Commercial Banks/Scheduled Co-Operative Bank/Multinational Foreign Banks/Gazetted Officer/Notary public/Elected representatives to the Legislative Assembly/Parliament/Documents issued by any Govt. or Statutory Authority.
6. Identity card/document with address, issued by any of the following: Central/State Government and its Departments, Statutory/Regulatory Authorities, Public Sector Undertakings, Scheduled Commercial Banks, Public Financial Institutions, Colleges affiliated to Universities and Professional Bodies such as ICAI, ICWAI, ICSI, Bar Council etc., to their Members.
7. For FII/sub account, Power of Attorney given by FII/sub-account to the Custodians (which are duly notarized and/or apostilled or consularised) that gives the registered address should be taken.
8. The proof of address in the name of the spouse may be accepted.

### D. Exemptions/clarifications to PAN

(\*Sufficient documentary evidence in support of such claims to be collected.)

1. In case of transactions undertaken on behalf of Central Government and/or State Government and by officials appointed by Courts e.g. Official liquidator, Court receiver etc.
2. Investors residing in the state of Sikkim.
3. UN entities/multilateral agencies exempt from paying taxes/filing tax returns in India.
4. SIP of Mutual Funds upto Rs 50,000/- p.a.
5. In case of institutional clients, namely, FIIs, Mfs, VCFs, FVCI, Scheduled Commercial Banks, Multilateral and Bilateral Development Financial Institutions, State Industrial Development Corporations, Insurance Companies registered with IRDA and Public Financial Institution as defined under section 4A of the Companies Act, 1956, Custodians shall verify the PAN card details with the original PAN card and provide duly certified copies of such verified PAN details to the intermediary.

### E. List of people authorized to attest the documents:

1. Notary Public, Gazetted Officer, Manager of a Scheduled Commercial/Co-operative Bank or Multinational Foreign Banks (Name, Designation & Seal should be affixed on the copy).
2. In case of NRIs, authorized officials of overseas branches of Scheduled Commercial Banks registered in India, Notary Public, Court Magistrate, Judge, Indian Embassy/Consulate General in the country where the client resides are permitted to attest the documents.

Please Submit the KYC Documents on A4 Size Paper Only.



## INSTRUCTIONS / CHECK LIST FOR FILLING KYC FORM

**A. IMPORTANT POINTS:**

- Self attested copy of PAN card is mandatory for all clients.
- Copies of all the documents submitted by the applicant should be self-attested and accompanied by originals for verification. In case the original of any document is not produced for verification, then the copies should be properly attested by entities authorized for attesting the documents, as per the below mentioned list.
- If any proof of identity or address is in a foreign language, then translation into English is required.
- Name & address of the applicant mentioned on the KYC form, should match with the documentary proof submitted.
- If correspondence & permanent address are different, then proofs for both have to be submitted.
- Sole proprietor must make the application in his individual name & capacity.
- For non-residents and foreign nationals, (allowed to trade subject to RBI and FEMA guidelines), copy of passport/PIOCard/OCICard and overseas address proof is mandatory.
- For foreign entities, CIN is optional; and in the absence of DIN no. for the directors, their passport copy should be given.
- In case of Merchant Navy NRI's, Mariner's declaration or certified copy of CDC (Continuous Discharge Certificate) is to be submitted.
- For opening an account with Depository participant or Mutual Fund, for a minor or, photocopy of the School Leaving Certificate/Mark sheet issued by Higher Secondary Board/Passport of Minor/Birth Certificate must be provided.
- Politically Exposed Persons (PEP) are defined as individuals who are or have been entrusted with prominent public functions in a foreign country, e.g., Heads of States or of Governments, senior politicians, senior Government/judicial/military officers, senior executives of state owned corporations, important political party officials, etc.

**B. Proof of Identity (POI):** List of documents admissible as Proof of Identity:

- PAN card with photograph. This is a mandatory requirement for all applicants except those who are specifically exempt from obtaining PAN (listed in Section D).
- Unique Identification Number (UID) (Aadhaar)/Passport/Voter ID card/Driving license.
- Identity card/ document with applicant's Photo, issued by any of the following: Central/State Government and its Departments, Statutory/Regulatory Authorities, Public Sector Undertakings, Scheduled Commercial Banks, Public Financial Institutions, Colleges affiliated to Universities, Professional Bodies such as ICAI, ICWAI, ICSI, Bar Council etc., to their Members; and Credit cards/Debit cards issued by Banks.

**C. Proof of Address (POA):** List of documents admissible as Proof of Address: (\*Documents having an expiry date should be valid on the date of submission.)

- Passport/Voters Identity Card/Ration Card/Registered Lease or Sale Agreement of

Residence/Driving License/Flat Maintenance bill/Insurance Copy.

- Utility bills like Telephone Bill (only land line), Electricity bill or Gas bill - Not more than 3 months old.
- Bank Account Statement/Passbook - Not more than 3 months old.
- Self-declaration by High Court and Supreme Court judges, giving the new address in respect of their own accounts.
- Proof of address issued by any of the following: Bank Managers of Scheduled Commercial Banks/Scheduled Co-Operative Bank/Multinational Foreign Banks/Gazetted Officer/Notary public/Elected representatives to the Legislative Assembly/Parliament/Documents issued by any Govt. or Statutory Authority.
- Identity card/document with address, issued by any of the following: Central/State Government and its Departments, Statutory/Regulatory Authorities, Public Sector Undertakings, Scheduled Commercial Banks, Public Financial Institutions, Colleges affiliated to Universities and Professional Bodies such as ICAI, ICWAI, ICSI, Bar Council etc., to their Members.
- For FI/sub account, Power of Attorney given by FI/sub-account to the Custodians (which are duly notarized and/or apostilled or consularised) that gives the registered address should be taken.
- The proof of address in the name of the spouse may be accepted.

**D. Exemptions/clarifications to PAN**

(\*Sufficient documentary evidence in support of such claims to be collected.)

- In case of transactions undertaken on behalf of Central Government and/or State Government and by officials appointed by Courts e.g. Official liquidator, Court receiver etc.
- Investors residing in the state of Sikkim.
- UN entities/multilateral agencies exempt from paying taxes/filing tax returns in India.
- SIP of Mutual Funds upto Rs 50,000/- p.a.
- In case of institutional clients, namely, FIs, MFs, VCFs, FVCI, Scheduled Commercial Banks, Multilateral and Bilateral Development Financial Institutions, State Industrial Development Corporations, Insurance Companies registered with IRDA and Public Financial Institution as defined under section 4A of the Companies Act, 1956, Custodians shall verify the PAN card details with the original PAN card and provide duly certified copies of such verified PAN details to the intermediary.

**E. List of people authorized to attest the documents:**

- Notary Public, Gazetted Officer, Manager of a Scheduled Commercial/Co-operative Bank or Multinational Foreign Banks (Name, Designation & Seal should be affixed on the copy).
- In case of NRIs, authorized officials of overseas branches of Scheduled Commercial Banks registered in India, Notary Public, Court Magistrate, Judge, Indian Embassy/Consulate General in the country where the client resides are permitted to attest the documents.

**F. Incase of Non-Individuals, additional documents to be obtained from non-individuals, over & above the POI & POA, as mentioned below:**

Types of entity	Documentary requirements
<b>Corporate</b>	<ul style="list-style-type: none"> <li>Copy of the balance sheets for the last 2 financial years (to be submitted every year)</li> <li>Copy of latest share holding pattern including list of all those holding control, either directly or indirectly, in the company in terms of SEBI takeover Regulations, duly certified by the company secretary/Whole time director/MD(to be submitted every year)</li> <li>Photograph, POI, POA, PAN and DIN numbers of whole time directors/two directors in charge of day to day operations</li> <li>Photograph, POI, POA, PAN of individual promoters holding control – either directly or indirectly</li> <li>Copies of the Memorandum and Articles of Association and certificate of incorporation</li> <li>Copy of the Board Resolution for investment in securities market</li> <li>Authorised signatories list with specimen signatures</li> </ul>
<b>Partnership firm</b>	<ul style="list-style-type: none"> <li>Copy of the balance sheets for the last 2 financial years (to be submitted every year)</li> <li>Certificate of registration (for registered partnership firms only)</li> <li>Copy of partnership deed</li> <li>Authorised signatories list with specimen signatures</li> <li>Photograph, POI, POA, PAN of Partners</li> </ul>
<b>Trust</b>	<ul style="list-style-type: none"> <li>Copy of the balance sheets for the last 2 financial years (to be submitted every year)</li> <li>Certificate of registration (for registered trust only). Copy of Trust deed</li> <li>List of trustees certified by managing trustees/CA</li> <li>Photograph, POI, POA, PAN of Trustees</li> </ul>
<b>HUF</b>	<ul style="list-style-type: none"> <li>PAN of HUF</li> <li>Deed of declaration of HUF/List of coparceners</li> <li>Bank pass-book/bank statement in the name of HUF</li> <li>Photograph, POI, POA, PAN of Karta</li> </ul>
<b>Unincorporated Association or a body of individuals</b>	<ul style="list-style-type: none"> <li>Proof of Existence/Constitution document</li> <li>Resolution of the managing body &amp; Power of Attorney granted to transact business on its behalf</li> <li>Authorized signatories list with specimen signatures</li> </ul>
<b>Banks/Institutional Investors</b>	<ul style="list-style-type: none"> <li>Copy of the constitution/registration or annual report/balance sheet for the last 2 financial years</li> <li>Authorized signatories list with specimen signatures</li> </ul>
<b>Foreign Institutional Investors (FII)</b>	<ul style="list-style-type: none"> <li>Copy of SEBI registration certificate</li> <li>Authorized signatories list with specimen signatures</li> </ul>
<b>Army/Government Bodies</b>	<ul style="list-style-type: none"> <li>Self-certification on letterhead</li> <li>Authorized signatories list with specimen signatures</li> </ul>
<b>Registered Society</b>	<ul style="list-style-type: none"> <li>Copy of Registration Certificate under Societies Registration Act</li> <li>List of Managing Committee members</li> <li>Committee resolution for persons authorised to act as authorised signatories with specimen signatures</li> <li>True copy of Society Rules and Bye Laws certified by the Chairman/Secretary</li> </ul>

Please Submit the KYC Documents on A4 Size Paper Only.

**Details of Promoters/ Partners/ Karta / Trustees and whole time directors forming a part of Know Your Client (KYC) Application Form for Non-Individuals**

Name of Applicant \_\_\_\_\_ PAN of the Applicant \_\_\_\_\_

Sr. No.	PAN	Name	DIN (For Directors) / UID (For Others)	Residential / Registered Address	Relationship with Applicant (i.e. promoters, whole time directors etc.)	Whether Politically Exposed	Photograph
						<input type="checkbox"/> PEP <input type="checkbox"/> RPEP <input type="checkbox"/> NO	
						<input type="checkbox"/> PEP <input type="checkbox"/> RPEP <input type="checkbox"/> NO	
						<input type="checkbox"/> PEP <input type="checkbox"/> RPEP <input type="checkbox"/> NO	
						<input type="checkbox"/> PEP <input type="checkbox"/> RPEP <input type="checkbox"/> NO	
						<input type="checkbox"/> PEP <input type="checkbox"/> RPEP <input type="checkbox"/> NO	

(3) ⊗

Name & Signature of the Authorised Signatory(ies)

Date | d | d | / | m | m | / | y | y | y | y |

PEP: Politically Exposed Person RPEP: Related to Politically Exposed Person

**TRADING ACCOUNT RELATED DETAILS**  
For both Individuals & Non-individuals

**A. BANK ACCOUNT(S) DETAILS**

Bank Name	Bank Address	Bank Account No.	Account Type : Saving / Current / Others-In case of NRI / NRE / NRO	MICR No.	IFSC Code

**B. DEPOSITORY ACCOUNT(S) DETAILS**

Depository Participant Name	Depository Name (NSDL/CDSL)	Beneficiary Name	DP ID	Beneficiary ID (BO ID)

I authorize you to transfer the shares purchased by me to the above mentioned demat beneficiary account.

**C. TRADING PREFERENCE**

Select and Sign against the Segment of Exchange in which Trading facility required:

**CASH**             NSE Sign \_\_\_\_\_             BSE Sign \_\_\_\_\_

**DERIVATIVES**    NSE Sign \_\_\_\_\_             BSE Sign \_\_\_\_\_

**CURRENCY**      NSE Sign \_\_\_\_\_

# If, in future, the client wants to trade on any new segment/new exchange, separate authorization/letter should be taken from the client by the stock broker.

**D. PAST ACTIONS**

Details of any action/proceedings initiated/pending/ taken by SEBI/ Stock exchange/any other authority against the applicant/constituent or its authorized persons in charge of dealing in securities during the last 3 years :

\_\_\_\_\_

**E. DEALINGS THROUGH SUB-BROKERS AND OTHER STOCK BROKERS**

**E1. DEALINGS THROUGH SUB-BROKERS**

■ If client is dealing through the sub-broker, provide the following details:

Sub-broker's Name: \_\_\_\_\_ SEBI Registration number: \_\_\_\_\_

Registered office address : \_\_\_\_\_

Ph: \_\_\_\_\_ Fax: \_\_\_\_\_ Website: \_\_\_\_\_

**E2. DEALINGS THROUGH OTHER STOCK BROKERS / SUB BROKERS**

■ whether dealing with any other stock broker / sub broker (if case dealing with multiple stock broker / sub broker, provide details of all)

Name of Stock Broker: \_\_\_\_\_ Name of Sub-Broker, if any : \_\_\_\_\_

Client Code: \_\_\_\_\_ Exchange : \_\_\_\_\_

■ Details of disputes/dues pending from/to such stock broker / sub broker : \_\_\_\_\_



## I. OTHER DETAILS

I. Gross Annual Income Details (please specify): Income Range per annum:

Below Rs 1 Lac     1-5 Lac     5-10 Lac     10-25 Lac     >25 Lacs

Net-worth (₹ \_\_\_\_\_) as on (date)  (Net worth should not be older than one year)

## 2. PRO DISCLOSURE INFORMATION (For MBL & Company Ltd. )

To,

Dear Client,

Sir/Madam,

This is to inform you that we do client based trading and Pro-account Trading in National Stock Exchange of India Limited (NSE)/Bombay Stock Exchange Limited (BSE)

Thanks & best regards,

For MBL & Company Ltd.

Authorised Signatory / Director

I acknowledge the receipt of the information given by MBL & Company Limited that they do client based trading and Pro-account trading.

Sign here :



## EXCHANGE-WISE INVESTOR GRIEVANCE CELL

- NSE - complaint may be filed through website [www.nseindia.com](http://www.nseindia.com) or by sending hard copy to nearest NSE office or at 022-26598100, [ignse@nse.co.in](mailto:ignse@nse.co.in).
- BSE - complaint to be filed at the nearest BSE Investor centre or at 022-22721233, [is@bseindia.com](mailto:is@bseindia.com) / [iscdelhi@bseindia.com](mailto:iscdelhi@bseindia.com)

### 3. TARIFF SHEET

#### BROKERAGE STRUCTURE

Brokerage Slab	%	Minimum Paisa	
Delivery Based	%	.00 *	<div style="border: 1px solid black; width: 100px; height: 150px; margin: 0 auto; display: flex; align-items: center; justify-content: center;"> <div style="writing-mode: vertical-rl; transform: rotate(180deg); font-size: 8px; text-align: left;">                     Sign here to authenticate the cutting/overwriting in any of Brokerage Slabs                 </div> </div>
Daily Square up	%	.00 *	
Equity Future	%	.00 *	
Equity Option	%	.00 #	
Currency Future	%	.00 *	
Currency Option	%	.00 #	
Mutual Fund	%	.00 #	

\*: Please don't mention any (%) or (.) mark here. It should be in terms of absolute paisa only.

#: Please don't mention any (%) or (.) mark here. It should be in terms of Rs. per Lot only.

**Important Note :** In case of Physical Contract notes or other related documents being dispatched to client, a difference of Rs. 25/- in total brokerage booked on a particular contract would be charged toward minimum processing fee. Delay payment charges @2% p.m. would be charged for debit/shortage in payin/margin default, as per exchange requirements. Depository/Pledge charges for the movement of shares between pool/beneficiary/margin account for payin / payout or margin purpose will be charged. Transaction charges/Clearing Charges/other statutory charges/ courier/ administration/processing charges will be charged as applicable. Handling charges for issue of account statement, copy of contract note etc. will be charged as applicable.

Sign here



## **4. RIGHTS AND OBLIGATIONS OF STOCK BROKERS, SUB-BROKERS AND CLIENTS**

### **As prescribed by SEBI and Stock Exchanges**

1. **The** client shall invest/trade in those securities/contracts/other instruments admitted to dealings on the Exchanges as defined in the Rules, Byelaws and Regulations of Exchanges/Securities and Exchange Board of India (SEBI) and circulars/notices issued there under from time to time.

2. The stock broker, sub-broker and the client shall be bound by all the Rules, Byelaws and Regulations of the Exchange and circulars/notices issued there under and Rules and Regulations of SEBI and relevant notifications of Government authorities as may be in force from time to time.

3. The client shall satisfy itself of the capacity of the stock broker to deal in securities and/or deal in derivatives contracts and wishes to execute its orders through the stock broker and the client shall from time to time continue to satisfy itself of such capability of the stock broker before executing orders through the stock broker.

4. The stock broker shall continuously satisfy itself about the genuineness and financial soundness of the client and investment objectives relevant to the services to be provided.

5. The stock broker shall take steps to make the client aware of the precise nature of the Stock broker's liability for business to be conducted, including any limitations, the liability and the capacity in which the stock broker acts.

6. The sub-broker shall provide necessary assistance and co-operate with the stock broker in all its dealings with the client(s).

#### **CLIENT INFORMATION**

7. The client shall furnish all such details in full as are required by the stock broker in "Account Opening Form" with supporting details, made mandatory by stock exchanges/SEBI from time to time.

8. The client shall familiarize himself with all the mandatory provisions in the Account Opening documents. Any additional clauses or documents specified by the stock broker shall be non-mandatory, as per terms & conditions accepted by the client.

9. The client shall immediately notify the stock broker in writing if there is any change in the information in the 'account opening form' as provided at the time of account opening and thereafter; including the information on winding up petition/insolvency petition or any litigation which may have material bearing on his capacity. The client shall provide/update the financial information to the stock broker on a periodic basis.

10. The stock broker and sub-broker shall maintain all the details of the client as mentioned in the account opening form or any other information pertaining to the client, confidentially and that they shall not disclose the same to

any person/authority except as required under any law/regulatory requirements. Provided however that the stock broker may so disclose information about his client to any person or authority with the express permission of the client.

#### **MARGINS**

11. The client shall pay applicable initial margins, withholding margins, special margins or such other margins as are considered necessary by the stock broker or the Exchange or as may be directed by SEBI from time to time as applicable to the segment(s) in which the client trades. The stock broker is permitted in its sole and absolute discretion to collect additional margins (even though not required by the Exchange, Clearing House/Clearing Corporation or SEBI) and the client shall be obliged to pay such margins within the stipulated time.

12. The client understands that payment of margins by the client does not necessarily imply complete satisfaction of all dues. In spite of consistently having paid margins, the client may, on the settlement of its trade, be obliged to pay (or entitled to receive) such further sums as the contract may dictate/require.

#### **TRANSACTIONS AND SETTLEMENTS**

13. The client shall give any order for buy or sell of a security/derivatives contract in writing or in such form or manner, as may be mutually agreed between the client and the stock broker. The stock broker shall ensure to place orders and execute the trades of the client, only in the Unique Client Code assigned to that client.

14. The stock broker shall inform the client and keep him apprised about trading/settlement cycles, delivery/payment schedules, any changes therein from time to time, and it shall be the responsibility in turn of the client to comply with such schedules/procedures of the relevant stock exchange where the trade is executed.

15. The stock broker shall ensure that the money/securities deposited by the client shall be kept in a separate account, distinct from his/its own account or account of any other client and shall not be used by the stock broker for himself/itself or for any other client or for any purpose other than the purposes mentioned in Rules, Regulations, circulars, notices, guidelines of SEBI and/or Rules, Regulations, Byelaws, circulars and notices of Exchange.

16. Where the Exchange(s) cancels trade(s) suo moto all such trades including the trade/s done on behalf of the client shall ipso facto stand cancelled, stock broker shall be entitled to cancel the respective contract(s) with client(s).

17. The transactions executed on the Exchange are subject to Rules, Byelaws and Regulations and circulars/notices issued there under of the

Exchanges where the trade is executed and all parties to such trade shall have submitted to the jurisdiction of such court as may be specified by the Byelaws and Regulations of the Exchanges where the trade is executed for the purpose of giving effect to the provisions of the Rules, Byelaws and Regulations of the Exchanges and the circulars/notices issued there under.

#### **BROKERAGE**

18. The Client shall pay to the stock broker brokerage and statutory levies as are prevailing from time to time and as they apply to the Client's account, transactions and to the services that stock broker renders to the Client. The stock broker shall not charge brokerage more than the maximum brokerage permissible as per the rules, regulations and bye-laws of the relevant stock exchanges and/or rules and regulations of SEBI.

#### **LIQUIDATION AND CLOSE OUT OF POSITION**

19. Without prejudice to the stock broker's other rights (including the right to refer a matter to arbitration), the client understands that the stock broker shall be entitled to liquidate/close out all or any of the client's positions for non-payment of margins or other amounts, outstanding debts, etc. and adjust the proceeds of such liquidation/close out, if any, against the client's liabilities/obligations. Any and all losses and financial charges on account of such liquidation/closing-out shall be charged to and borne by the client.

20. In the event of death or insolvency of the client or his/its otherwise becoming incapable of receiving and paying for or delivering or transferring securities which the client has ordered to be bought or sold, stock broker may close out the transaction of the client and claim losses, if any, against the estate of the client. The client or his nominees, successors, heirs and assignee shall be entitled to any surplus which may result there from. The client shall note that transfer of funds/securities in favor of a Nominee shall be valid discharge by the stock broker against the legal heir.

21. The stock broker shall bring to the notice of the relevant Exchange the information about default in payment/delivery and related aspects by a client. In case where defaulting client is a corporate entity/partnership/proprietary firm or any other artificial legal entity, then the name(s) of Director(s)/Promoter(s)/Partner(s)/Proprietor as the case may be, shall also be communicated by the stock broker to the relevant Exchange(s).

#### **DISPUTE RESOLUTION**

22. The stock broker shall provide the client with the relevant contact details of the concerned Exchanges and SEBI.

23. The stock broker shall co-operate in redressing grievances of the client in respect of all transactions routed through it and in removing objections for bad delivery of shares, rectification of bad delivery, etc.

24. The client and the stock broker shall refer any claims and/or disputes with respect to deposits, margin money, etc., to arbitration as per the Rules, Byelaws and Regulations of the Exchanges where the trade is executed and circulars/notices issued there under as may be in force from time to time.

25. The stock broker shall ensure faster settlement of any arbitration proceedings arising out of the transactions entered into between him vis-à-vis the client and he shall be liable to implement the arbitration awards made in such proceedings.

26. The client/stock-broker understands that the instructions issued by an authorized representative for dispute resolution, if any, of the client/stockbroker shall be binding on the client/stock-broker in accordance with the letter authorizing the said representative to deal on behalf of the said client/stock-broker.

#### **TERMINATION OF RELATIONSHIP**

27. This relationship between the stock broker and the client shall be terminated; if the stock broker for any reason ceases to be a member of the stock exchange including cessation of membership by reason of the stock broker's default, death, resignation or expulsion or if the certificate is cancelled by the Board.

28. The stock broker, sub-broker and the client shall be entitled to terminate the relationship between them without giving any reasons to the other party, after giving notice in writing of not less than one month to the other parties. Notwithstanding any such termination, all rights, liabilities and obligations of the parties arising out of or in respect of transactions entered into prior to the termination of this relationship shall continue to subsist and vest in/be binding on the respective parties or his/its respective heirs, executors, administrators, legal representatives or successors, as the case may be.

29. In the event of demise/insolvency of the sub-broker or the cancellation of his/its registration with the Board or/withdrawal of recognition of the subbroker by the stock exchange and/or termination of the agreement with the sub broker by the stock broker, for any reason whatsoever, the client shall be informed of such termination and the client shall be deemed to be the direct client of the stock broker and all clauses in the 'Rights and Obligations' document(s) governing the stock broker, sub-broker and client shall continue to be in force as it is, unless the client intimates to the stock broker his/its intention to terminate their relationship by giving a notice in writing of not less than one month.

#### **ADDITIONAL RIGHTS AND OBLIGATIONS**

30. The stock broker shall ensure due protection to the client regarding client's rights to dividends, rights or bonus shares, etc. in respect of transactions routed through it and it shall not do anything which is likely to harm the interest of the client with whom and for whom they may have had transactions in securities.

31. The stock broker and client shall reconcile and settle their accounts from time to time as per the Rules, Regulations, Bye Laws, Circulars, Notices and Guidelines issued by SEBI and the relevant Exchanges where the trade is executed.

32. The stock broker shall issue a contract note to his constituents for trades executed in such format as may be prescribed by the Exchange from time to time containing records of all transactions including details of order number, trade number, trade time, trade price, trade quantity, details of the derivatives contract, client code, brokerage, all charges levied etc. and with all other relevant details as required therein to be filled in and issued in such manner and within such time as prescribed by the Exchange. The stock broker shall send contract notes to the investors within one working day of the execution of the trades in hard copy and/or in electronic form using digital signature.

33. The stock broker shall make pay out of funds or delivery of securities, as the case may be, to the Client within one working day of receipt of the payout from the relevant Exchange where the trade is executed unless otherwise specified by the client and subject to such terms and conditions as may be prescribed by the relevant Exchange from time to time where the trade is executed.

34. The stock broker shall send a complete 'Statement of Accounts' for both funds and securities in respect of each of its clients in such periodicity and format within such time, as may be prescribed by the relevant Exchange, from time to time, where the trade is executed. The Statement shall also state that the client shall report errors, if any, in the Statement within such time as may be prescribed by the relevant Exchange from time to time where the trade was executed, from the receipt thereof to the Stock broker.

35. The stock broker shall send daily margin statements to the clients. Daily Margin statement should include, inter-alia, details of collateral deposited, collateral utilized and collateral status (available balance/due from client) with break up in terms of cash, Fixed Deposit Receipts (FDRs), Bank Guarantee and securities.

36. The Client shall ensure that it has the required legal capacity to, and is authorized to, enter into the relationship with stock broker and is capable of performing his obligations and undertakings hereunder. All actions required to be taken to ensure compliance of all the transactions, which the Client may enter into shall be completed by the Client prior to such transaction being entered into.

#### **ELECTRONIC CONTRACT NOTES (ECN)**

37. In case, client opts to receive the contract note in electronic form, he shall provide an appropriate email id to the stock broker. The client shall communicate to the stock broker any change in the email-id through a physical letter. If the client has opted for internet trading, the request for change of

email id may be made through the secured access by way of client specific user id and password.

38. The stock broker shall ensure that all ECNs sent through the e-mail shall be digitally signed, encrypted, non-tamper able and in compliance with the provisions of the IT Act, 2000. In case, ECN is sent through email as an attachment, the attached file shall also be secured with the digital signature, encrypted and nontamperable.

39. The client shall note that non-receipt of bounced mail notification by the stock broker shall amount to delivery of the contract note at the e-mail ID of the client.

40. The stock broker shall retain ECN and acknowledgement of the e-mail in a soft and non-tamper able form in the manner prescribed by the exchange in compliance with the provisions of the IT Act, 2000 and as per the extant rules/regulations/circulars/guidelines issued by SEBI/Stock Exchanges from time to time. The proof of delivery i.e., log report generated by the system at the time of sending the contract notes shall be maintained by the stock broker for the specified period under the extant regulations of SEBI/stock exchanges. The log report shall provide the details of the contract notes that are not delivered to the client/e-mails rejected or bounced back. The stock broker shall take all possible steps to ensure receipt of notification of bounced mails by him at all times within the stipulated time period under the extant regulations of SEBI/stock exchanges.

41. The stock broker shall continue to send contract notes in the physical mode to such clients who do not opt to receive the contract notes in the electronic form. Wherever the ECNs have not been delivered to the client or has been rejected (bouncing of mails) by the e-mail ID of the client, the stock broker shall send a physical contract note to the client within the stipulated time under the extant regulations of SEBI/stock exchanges and maintain the proof of delivery of such physical contract notes.

42. In addition to the e-mail communication of the ECNs to the client, the stock broker shall simultaneously publish the ECN on his designated web-site, if any, in a secured way and enable relevant access to the clients and for this purpose, shall allot a unique user name and password to the client, with an option to the client to save the contract note electronically and/or take a print out of the same.

#### **LAW AND JURISDICTION**

43. In addition to the specific rights set out in this document, the stock broker, sub-broker and the client shall be entitled to exercise any other rights which the stock broker or the client may have under the Rules, Bye-laws and Regulations of the Exchanges in which the client chooses to trade and circulars/notices issued there under or Rules and Regulations of SEBI.

44. The provisions of this document shall always be subject to Government notifications, any rules, regulations, guidelines and circulars/notices issued by SEBI and Rules, Regulations and Bye laws of the relevant stock exchanges, where the trade is executed, that may be in force from time to time.

45. The stock broker and the client shall abide by any award passed by the Arbitrator(s) under the Arbitration and Conciliation Act, 1996. However, there is also a provision of appeal within the stock exchanges, if either party is not satisfied with the arbitration award.

46. Words and expressions which are used in this document but which are not defined herein shall, unless the context otherwise requires, have the same meaning as assigned thereto in the Rules, Byelaws and Regulations and circulars/notices issued there under of the Exchanges/SEBI.

47. All additional voluntary clauses/document added by the stock broker should not be in contravention with rules/regulations/notices/circulars of Exchanges/SEBI. Any changes in such voluntary clauses/document(s) need to be preceded by a notice of 15 days. Any changes in the rights and obligations which are specified by Exchanges/SEBI shall also be brought to the notice of the clients.

48. If the rights and obligations of the parties hereto are altered by virtue of change in Rules and regulations of SEBI or Bye-laws, Rules and Regulations of the relevant stock Exchanges where the trade is executed, such changes shall be deemed to have been incorporated herein in modification of the rights and obligations of the parties mentioned in this document.

This document contains important information on trading in Equities/Derivatives Segments of the stock exchanges. All prospective constituents should read this document before trading in Equities/Derivatives Segments of the Exchanges.

Stock exchanges/SEBI does neither singly or jointly and expressly nor impliedly guarantee nor make any representation concerning the completeness, the adequacy or accuracy of this disclosure document nor have Stock exchanges /SEBI endorsed or passed any merits of participating in the trading segments. This brief statement does not disclose all the risks and other significant aspects of trading.

In the light of the risks involved, you should undertake transactions only if you understand the nature of the relationship into which you are entering and the extent of your exposure to risk.

You must know and appreciate that trading in Equity shares, derivatives contracts or other instruments traded on the Stock Exchange, which have varying element of risk, is generally not an appropriate avenue for someone of limited resources/limited investment and/or trading experience and low risk tolerance. You should therefore carefully consider whether such trading is suitable for you in the light of your financial condition. In case you trade on Stock exchanges and suffer adverse consequences or loss, you shall be solely responsible for the same and Stock exchanges/its Clearing Corporation and/or SEBI shall not be responsible, in any manner whatsoever, for the same and it will not be open for you to take a plea that no adequate disclosure regarding the risks involved was made or that you were not explained the full risk involved by the concerned stock broker. The constituent shall be solely responsible for the consequences and no contract can be rescinded on that account. You must acknowledge and accept that there can be no guarantee of profits or no exception from losses while executing orders for purchase and/or sale of a derivative contract being traded on Stock exchanges.

It must be clearly understood by you that your dealings on Stock exchanges through a stock broker shall be subject to your fulfilling certain formalities set out by the stock broker, which may inter alia include your filling the know your client form, reading the rights and obligations, do's and don'ts, etc., and are subject to the Rules, Byelaws and Regulations of relevant Stock exchanges, its Clearing Corporation, guidelines prescribed by SEBI and in force from time to time and Circulars as may be issued by Stock exchanges or its Clearing Corporation and in force from time to time.

Stock exchanges does not provide or purport to provide any advice and shall not be liable to any person who enters into any business relationship with any stock broker of Stock exchanges and/or any third party based on any information contained

in this document. Any information contained in this document must not be construed as business advice. No consideration to trade should be made without thoroughly understanding and reviewing the risks involved in such trading. If you are unsure, you must seek professional advice on the same.

In considering whether to trade or authorize someone to trade for you, you should be aware of or must get acquainted with the following :

### **1. BASIC RISKS :**

#### **1.1 Risk of Higher Volatility:**

Volatility refers to the dynamic changes in price that a security/derivatives contract undergoes when trading activity continues on the Stock Exchanges. Generally, higher the volatility of a security/derivatives contract, greater is its price swings. There may be normally greater volatility in thinly traded securities / derivatives contracts than in active securities /derivatives contracts. As a result of volatility, your order may only be partially executed or not executed at all, or the price at which your order got executed may be substantially different from the last traded price or change substantially thereafter, resulting in notional or real losses.

#### **1.2 Risk of Lower Liquidity:**

Liquidity refers to the ability of market participants to buy and/or sell securities / derivatives contracts expeditiously at a competitive price and with minimal price difference. Generally, it is assumed that more the numbers of orders available in a market, greater is the liquidity. Liquidity is important because with greater liquidity, it is easier for investors to buy and/or sell securities / derivatives contracts swiftly and with minimal price difference, and as a result, investors are more likely to pay or receive a competitive price for securities / derivatives contracts purchased or sold. There may be a risk of lower liquidity in some securities / derivatives contracts as compared to active securities / derivatives contracts. As a result, your order may only be partially executed, or may be executed with relatively greater price difference or may not be executed at all.

**1.2.1** Buying or selling securities / derivatives contracts as part of a day trading strategy may also result into losses, because in such a situation, securities / derivatives contracts may have to be sold / purchased at low / high prices, compared to the expected price levels, so as not to have any open position or obligation to deliver or receive a security / derivatives contract.

#### **1.3 Risk of Wider Spreads:**

Spread refers to the difference in best buy price and best sell price. It represents the differential between the price of buying a security / derivatives contract and immediately selling it or vice versa. Lower liquidity and higher volatility may result in wider than normal spreads for less liquid or illiquid

securities / derivatives contracts. This in turn will hamper better price formation.

#### **1.4 Risk-reducing orders:**

The placing of orders (e.g., "stop loss" orders, or "limit" orders) which are intended to limit losses to certain amounts may not be effective many a time because rapid movement in market conditions may make it impossible to execute such orders.

**1.4.1** A "market" order will be executed promptly, subject to availability of orders on opposite side, without regard to price and that, while the customer may receive a prompt execution of a "market" order, the execution may be at available prices of outstanding orders, which satisfy the order quantity, on price time priority. It may be understood that these prices may be significantly different from the last traded price or the best price in that security / derivatives contract.

**1.4.2** A "limit" order will be executed only at the "limit" price specified for the order or a better price. However, while the customer receives price protection, there is a possibility that the order may not be executed at all.

**1.4.3** A stop loss order is generally placed "away" from the current price of a stock / derivatives contract, and such order gets activated if and when the security / derivatives contract reaches, or trades through, the stop price. Sell stop orders are entered ordinarily below the current price, and buy stop orders are entered ordinarily above the current price. When the security / derivatives contract reaches the pre-determined price, or trades through such price, the stop loss order converts to a market/limit order and is executed at the limit or better. There is no assurance therefore that the limit order will be executable since a security / derivatives contract might penetrate the pre-determined price, in which case, the risk of such order not getting executed arises, just as with a regular limit order.

#### **1.5 Risk of News Announcements:**

News announcements that may impact the price of stock / derivatives contract may occur during trading, and when combined with lower liquidity and higher volatility, may suddenly cause an unexpected positive or negative movement in the price of the security / contract.

#### **1.6 Risk of Rumors:**

Rumors about companies / currencies at times float in the market through word of mouth, newspapers, websites or news agencies, etc. The investors should be wary of and should desist from acting on rumors.

#### **1.7 System Risk:**

High volume trading will frequently occur at the market opening and before market close. Such high volumes may also occur at any point in the day. These may cause delays in order execution or confirmation.

**1.7.1** During periods of volatility, on account of market participants continuously modifying their order quantity or prices or placing fresh orders,

there may be delays in order execution and its confirmations.

**1.7.2** Under certain market conditions, it may be difficult or impossible to liquidate a position in the market at a reasonable price or at all, when there are no outstanding orders either on the buy side or the sell side, or if trading is halted in a security / derivatives contract due to any action on account of unusual trading activity or security / derivatives contract hitting circuit filters or for any other reason.

#### **1.8 System/Network Congestion:**

Trading on exchanges is in electronic mode, based on satellite/leased line based communications, combination of technologies and computer systems to place and route orders. Thus, there exists a possibility of communication failure or system problems or slow or delayed response from system or trading halt, or any such other problem/glitch whereby not being able to establish access to the trading system/network, which may be beyond control and may result in delay in processing or not processing buy or sell orders either in part or in full. You are cautioned to note that although these problems may be temporary in nature, but when you have outstanding open positions or unexecuted orders, these represent a risk because of your obligations to settle all executed transactions.

**2. As far as Derivatives segments are concerned, please note and get yourself acquainted with the following additional features :**

##### **2.1 Effect of "Leverage" or "Gearing":**

In the derivatives market, the amount of margin is small relative to the value of the derivatives contract so the transactions are 'leveraged' or 'geared'. Derivatives trading, which is conducted with a relatively small amount of margin, provides the possibility of great profit or loss in comparison with the margin amount. But transactions in derivatives carry a high degree of risk. You should therefore completely understand the following statements before actually trading in derivatives and also trade with caution while taking into account one's circumstances, financial resources, etc. If the prices move against you, you may lose a part of or whole margin amount in a relatively short period of time. Moreover, the loss may exceed the original margin amount.

**A.** Futures trading involve daily settlement of all positions. Every day the open positions are marked to market based on the closing level of the index / derivatives contract. If the contract has moved against you, you will be required to deposit the amount of loss (notional) resulting from such movement. This amount will have to be paid within a stipulated time frame, generally before commencement of trading on next day.

**B.** If you fail to deposit the additional amount by the deadline or if an outstanding debt occurs in your account, the stock broker may liquidate a part of or the whole position or substitute securities. In this case, you will be liable for any losses incurred due to such close-outs.

**C.** Under certain market conditions, an investor may find it difficult or impossible to execute transactions. For example, this situation can occur due to factors such as illiquidity i.e. when there are insufficient bids or offers or suspension of trading due to price limit or circuit breakers etc.

**D.** In order to maintain market stability, the following steps may be adopted: changes in the margin rate, increases in the cash margin rate or others. These new measures may also be applied to the existing open interests. In such conditions, you will be required to put up additional margins or reduce your positions.

**E.** You must ask your broker to provide the full details of derivatives contracts you plan to trade i.e. the contract specifications and the associated obligations.

## **2.2 Currency specific risks:**

1. The profit or loss in transactions in foreign currency denominated contracts, whether they are traded in your own or another jurisdiction, will be affected by fluctuations in currency rates where there is a need to convert from the currency denomination of the contract to another currency.

2. Under certain market conditions, you may find it difficult or impossible to liquidate a position. This can occur, for example when a currency is deregulated or fixed trading bands are widened.

3. Currency prices are highly volatile. Price movements for currencies are influenced by, among other things: changing supply-demand relationships; trade, fiscal, monetary, exchange control programs and policies of governments; foreign political and economic events and policies; changes in national and international interest rates and inflation; currency devaluation; and sentiment of the market place. None of these factors can be controlled by any individual advisor and no assurance can be given that an advisor's advice will result in profitable trades for a participating customer or that a customer will not incur losses from such events.

## **2.3 Risk of Option holders:**

1. An option holder runs the risk of losing the entire amount paid for the option in a relatively short period of time. This risk reflects the nature of an option as a wasting asset which becomes worthless when it expires. An option holder who neither sells his option in the secondary market nor exercises it prior to its expiration will necessarily lose his entire investment in the option. If the price of the underlying does not change in the anticipated direction before the option expires, to an extent sufficient to cover the cost of the option, the investor may lose all or a significant part of his investment in the option.

2. The Exchanges may impose exercise restrictions and have absolute authority to restrict the exercise of options at certain times in specified circumstances.

## **2.4 Risks of Option Writers:**

1. If the price movement of the underlying is not in the anticipated direction, the option writer runs the risks of losing substantial amount.

2. The risk of being an option writer may be reduced by the purchase of other options on the same underlying interest and thereby assuming a spread position or by acquiring other types of hedging positions e.g. a spread position or by acquiring other types of hedging positions in the options markets or other markets. However, even where the writer has assumed a spread or other hedging position, the risks may still be significant. A spread position is not necessarily less risky than a simple 'long' or 'short' position.

3. Transactions that involve buying and writing multiple options in combination, or buying or writing options in combination with buying or selling short the underlying interests, present additional risks to investors. Combination transactions, such as option spreads, are more complex than buying or writing a single option. And it should be further noted that, as in any area of investing, a complexity not well understood is, in itself, a risk factor. While this is not to suggest that combination strategies should not be considered, it is advisable, as is the case with all investments in options, to consult with someone who is experienced and knowledgeable with respect to the risks and potential rewards of combination transactions under various market circumstances.

## **3. TRADING THROUGH WIRELESS TECHNOLOGY/ SMART ORDER ROUTING OR ANY OTHER TECHNOLOGY:**

Any additional provisions defining the features, risks, responsibilities, obligations and liabilities associated with securities trading through wireless technology/ smart order routing or any other technology should be brought to the notice of the client by the stock broker.

## **4. GENERAL**

**4.1** The term 'constituent' shall mean and include a client, a customer or an investor, who deals with a stock broker for the purpose of acquiring and/or selling of securities / derivatives contracts through the mechanism provided by the Exchanges.

**4.2** The term 'stock broker' shall mean and include a stock broker, a broker or a stock broker, who has been admitted as such by the Exchanges and who holds a registration certificate from SEBI.

**A. BEFORE YOU BEGIN TO TRADE**

1. Ensure that you deal with and through only SEBI registered intermediaries. You may check their SEBI registration certificate number from the list available on the Stock exchanges [www.exchange.com](http://www.exchange.com) and SEBI website [www.sebi.gov.in](http://www.sebi.gov.in).
2. Ensure that you fill the KYC form completely and strike off the blank fields in the KYC form.
3. Ensure that you have read all the mandatory documents viz. Rights and Obligations, Risk Disclosure Document, Policy and Procedure document of the stock broker.
4. Ensure to read, understand and then sign the voluntary clauses, if any, agreed between you and the stock broker. Note that the clauses as agreed between you and the stock broker cannot be changed without your consent.
5. Get a clear idea about all brokerage, commissions, fees and other charges levied by the broker on you for trading and the relevant provisions/ guidelines specified by SEBI/Stock exchanges.
6. Obtain a copy of all the documents executed by you from the stock broker free of charge.
7. In case you wish to execute Power of Attorney (POA) in favour of the Stock broker, authorizing it to operate your bank and demat account, please refer to the guidelines issued by SEBI/Exchanges in this regard

**B. TRANSACTIONS AND SETTLEMENTS**

8. The stock broker may issue electronic contract notes (ECN) if specifically authorized by you in writing. You should provide your email id to the stock broker for the same. Don't opt for ECN if you are not familiar with computers.
9. Don't share your internet trading account's password with anyone.
10. Don't make any payment in cash to the stock broker.
11. Make the payments by account payee cheque in favour of the stock broker. Don't issue cheques in the name of sub-broker. Ensure that you have a documentary proof of your payment/deposit of securities with the stock broker, stating date, scrip, quantity, towards which bank/ demat account such money or securities deposited and from which bank/ demat account.
12. Note that facility of Trade Verification is available on stock exchanges' websites, where details of trade as mentioned in the contract note may be verified. Where trade details on the website do not tally with the details mentioned in the contract note, immediately get in touch with the

Investors Grievance Cell of the relevant Stock exchange.

13. In case you have given specific authorization for maintaining running account, payout of funds or delivery of securities (as the case may be), may not be made to you within one working day from the receipt of payout from the Exchange. Thus, the stock broker shall maintain running account for you subject to the following conditions:

**a)** Such authorization from you shall be dated, signed by you only and contains the clause that you may revoke the same at any time.

**b)** The actual settlement of funds and securities shall be done by the stock broker, at least once in a calendar quarter or month, depending on your preference. While settling the account, the stock broker shall send to you a 'statement of accounts' containing an extract from the client ledger for funds and an extract from the register of securities displaying all the receipts/deliveries of funds and securities. The statement shall also explain the retention of funds and securities and the details of the pledged shares, if any.

**c)** On the date of settlement, the stock broker may retain the requisite securities/funds towards outstanding obligations and may also retain the funds expected to be required to meet derivatives margin obligations for next 5 trading days, calculated in the manner specified by the exchanges. In respect of cash market transactions, the stock broker may retain entire pay-in obligation of funds and securities due from clients as on date of settlement and for next day's business, he may retain funds/securities/margin to the extent of value of transactions executed on the day of such settlement in cash market.

**d)** You need to bring any dispute arising from the statement of account or settlement so made to the notice of the stock broker in writing preferably within 7 (seven) working days from the date of the receipt of funds/securities or statement, as the case may be. In case of dispute, refer the matter in writing to the investors Grievance Cell of the relevant Stock exchanges without delay.

14. In case you have not opted for maintaining running account and pay-out of funds/securities is not received on the next working day of the receipt of payout from the exchanges, please refer the matter to the stock broker. In case there is dispute, ensure that you lodge a complaint in writing immediately with the Investors Grievance Cell of the relevant Stock exchange.

15. Please register your mobile number and email id with the stock broker, to receive trade confirmation alerts/ details of the transactions through SMS or email, by the end of the trading day, from the stock exchanges.

### **C. IN CASE OF TERMINATION OF TRADING MEMBERSHIP**

16. In case, a stock broker surrenders his membership, is expelled from membership or declared a defaulter; Stock exchanges give a public notice inviting claims relating to only the "transactions executed on the trading system" of Stock exchange, from the investors. Ensure that you lodge a claim with the relevant Stock exchanges within the stipulated period and with the supporting documents.

17. Familiarize yourself with the protection accorded to the money and/or securities you may deposit with your stock broker, particularly in the event of a default or the stock broker's insolvency or bankruptcy and the extent to which you may recover such money and/or securities may be governed by the Bye-laws and Regulations of the relevant Stock exchange where the trade was

executed and the scheme of the Investors' Protection Fund in force from time to time.

### **D. DISPUTES/ COMPLAINTS**

18. Please note that the details of the arbitration proceedings, penal action against the brokers and investor complaints against the stock brokers are displayed on the website of the relevant Stock exchange.

19. In case your issue/problem/grievance is not being sorted out by concerned stock broker/sub-broker then you may take up the matter with the concerned Stock exchange. If you are not satisfied with the resolution of your complaint then you can escalate the matter to SEBI.

20. Note that all the stock broker/sub-brokers has been mandated by SEBI to designate an e-mail ID of the grievance redressal division/compliance officer exclusively for the purpose of registering complaints.

**1. PENNY STOCKS**

A Stock that trades at a relatively low market price with low market capitalization, these stocks are generally considered to be highly speculative and risky because of their lack of liquidity, large bid-ask spreads, small capitalization and limited following and disclosures. Depending on the market condition and our RMS policy, RMS reserves the right to provide the limit in Penny Stock and losses if any on account of such refusal shall be borne by the client.

**2. SETTING UP CLIENT'S TRADING LIMITS**

The stock broker may from time to time impose and vary limits on the orders that the client can place through the stock broker's trading system (including exposure limits, turnover limits, limits as to the number, value and/or kind of securities in respect of which orders can be placed etc.) The client is aware and agree that the stock broker may need to vary or reduce the limits or impose new limits urgently on the basis of the stock broker's risk perception and other factors considered relevant by the stock broker including but not limited to limits on account of exchange/SEBI directions /limits ( such as broker level/market level limits in security specific/volume specific exposures etc.) and the stock broker may be unable shall not be responsible for such variation, reduction or imposition in advance. The client agrees that the stock broker shall not be responsible for such variation, reduction or imposition or the client's inability to route any order through the stock broker's trading system on account of any such variation, reduction or imposition of limits. The client agrees that the Stock Broker may at any time at its sole discretion and without prior notice, prohibit or restrict the client ability to place any order or trade in securities through the stock Broker or it may subject to any order placed by the client to review before its entry into the trading system and may refuse to execute/allow execution of any order due to but not limited to the reason of lack of Margin/securities or the order the order being outside the limits set by the Stock Broker/Exchange/SEBI and any other reason which the stock Broker deems appropriate in the circumstances. The client agrees that the losses, if any, on account of such refusal or due to delay caused by such refusal or due to delay caused by such review shall be borne exclusively by the client alone. We have margined based RMS System. Total deposit of the client are uploaded in the system and the client may take exposure on the basis of applicable for the respective security as per the VAR based margining system of the Stock Exchange and/or margin defined by the RMS based on their Risk perception. Client may take the benefit of "credit for sale" i.e., benefit of shares held in margin by selling the same by selecting delivery option through order entry window in the trading system, the value of the shares sold will be added with the

value of deposit and on the basis of that, client may take fresh exposure. In case of exposure taken on the basis of shares margin, the payment is required to be made before the exchange payin date otherwise it will be liable to square off after the pay-in time or any time due to shortage of Margin.

**3. CONDITION UNDER WHICH A CLIENT MAY NOT BE ALLOWED TO TAKE FURTHER POSITION OR THE BROKER MAY CLOSE THE EXISTING POSITION OF A CLIENT**

The stock broker has margin based RMS system. Client may take exposure up to the amount of margin available with us. Client may not be allowed to take position in case of non- availability/shortage of margin as per RMS policy of the company. The existing position of the client is also liable to square off/close out without giving notice due to shortage of margin/non making of payment for their pay-in obligation/ outstanding debts.

**4. APPLICABLE BROKERAGE RATE**

Brokerage will be charged within the limits prescribed by SEBI/Exchanges.

**5. IMPOSITION OF PENALTY/DELAYED PAYMENT CHARGES**

Clients will be liable to pay late pay in/delayed payment charges for not making payment of their paying/margin obligation on time as per the exchange requirement/schedule at the rate of 2% per month. The client agree that the Stock broker may impose fine and penalties for the order/ trades/ deals/ actions of the clients which is contrary to these agreement/rules/regulations/bye laws of the exchange or any other law for the time being in force at such rates and in such form as it may deem fit. Further where the stock broker has to pay any fine or bear any punishment from any authority in connection with/as a consequence of/in relation to any of the orders/trades/deals/actions of the client, the same shall be borne by the client.

**6. THE RIGHT TO SELL CLIENT'S SECURITIES OR CLOSE CLIENT'S POSITIONS, WITHOUT GIVING NOTICE TO THE CLIENT, ON ACCOUNT OF NON – PAYMENT OF CLIENT'S DUE**

Without prejudice to the stock brokers other right (Including the right to refer the matter to arbitration), the stock broker shall be entitled to liquidate/close out all or any of the clients position without giving notice to the client for non-payment of margins or other amounts including the pay in obligation, outstanding debts etc and adjust the proceeds of such liquidation/close out, if any, against the clients liabilities/obligations. The client shall ensure timely availability of funds/securities in form and manner at designated time and in designated bank and depository account(s), for meeting

his/her/its pay in obligation of funds and securities. Any and all losses and financial charges on account of such liquidations/closing out shall be charged to & born by the client. In case of securities lying in margin account/client beneficiary account and having corporate actions like Bonus, Stock split, Right issue etc, for margin or other purpose the benefit of shares due to received under Bonus, Stock Split, Right issue etc will be given when the shares is actually received in the stock broker designated demat account. In case the payment of the margin/security is made by the client through a bank instrument, the stock broker shall be at liberty to give the benefit/credit for the same only on the realization of the funds from the said bank instrument etc, at the absolute discretion of the stock broker. Where the margin/security is made available by way of securities or any other property, the stock broker is empowered to decline its acceptance as margin / security &/or to accept it at such reduced value as the stock broker may deem fit by applying haircuts or by valuing it by making it to market or by any other method as the stock broker may deem fit in its absolute discretion. The stock broker has the right but not the obligation, to cancel all pending orders and to sell/close/liquidate all open positions/securities/shares at the pre-defined square off time or when Market to Market (M-T-M) percentage reaches or crosses stipulated margin percentage, whichever is earlier. The stock broker will have sole discretion to decide referred stipulated margin percentage, whichever is earlier. The stock broker will have sole discretion to decide referred stipulated margin percentage depending upon the market condition. In the event of such square off, the client agrees to bear all the losses based on actual executed prices, the client shall also be solely liable for all and any penalties and charge levied by the exchange(s).

## **7. SHORTAGES IN OBLIGATION ARISING OUT OF INTERNAL NETTING OF TRADES**

Stock broker shall not be obliged to deliver any securities or pay any money to the client unless and until the same has been received by the stock broker from the exchange, the clearing corporation/clearing house or other company or entity liable to make the payment and the client has fulfilled his/her/its obligation first. The policy and procedure for settlement of shortages in obligations arising out of internal meeting of trades is as under:

**a)** The Short delivering client is debited by an amount equivalent to 20% above of closing rate of day prior to Pay-in/Payout Day. The securities delivered short are purchased from market on T+2 day and the purchase consideration (inclusive of all statutory taxes & levies) is debited to the short delivering seller client along with reversal entry of provisionally amount debited earlier.

**b)** If securities cannot be purchased from market due to any force majeure condition, the short delivering seller is debited at the closing rate on T+3 day or Auction day on Exchange + 10% where the delivery is matched partially or fully at the Exchange Clearing, the delivery and debits/credits shall be as per Exchange Debits and Credits.

**c)** In case of securities having corporate actions all cases of short delivery of cum transactions which cannot be auctioned on cum basis or where the cum basis auctioned on cum basis or where the c cum basis action payout is after the book closure/record date, would be compulsory closed out at higher of 10% above the official closing price on the auction day or the highest traded price from first trading day of the settlement till the auction day.

## **8. CONDITIONS UNDER WHICH A CLIENT MAY NOT BE ALLOWED TO TAKE FURTHER POSITION OR THE BROKER MAY CLOSE THE EXISTING POSITION OF A CLIENT**

We have margin based RMS system. Client may take exposure up to the amount of margin available with us. Client may not be allowed to take position in case of non-availability/shortage of margin as per our RMS policy of the company. The existing position of the client is also liable to square off/close out without giving notice due to shortage of margin/non/making of payment for their pay-in obligation/outstanding debts.

## **9. TEMPORARILY SUSPENDING OR CLOSING A CLIENT'S ACCOUNT AT THE CLIENT'S REQUEST**

On the request of the client in writing, the client account can be suspended temporarily and same can be activated on the written request of the client only. During the period client account is suspended, the market transaction in the client account will be prohibited. However client shares/ledger balance settlement can take place. On the request of the client in writing, the client account can be closed provided the client account is settled. If the client wants to reopen the account in that case client has to again complete the KYC requirement.

## **10. DEREGISTERING A CLIENT**

Notwithstanding anything to the contrary stated in the agreement, the stock broker shall be entitled to terminate the agreement with immediate effect in any of the following circumstances:

]

**(i)** If the action of the client are prima facie illegal/improper or such as to manipulate the price of any securities or disturb the normal/proper functioning of securities or disturb the normal/proper functioning of the market, either alone or in conjunction with others.

**(ii)** If there is any commencement of legal process against the client under any law in force;]

**(iii)** On the death/lunacy or other disability of the Client.

**(iv)** If the Client suffers any adverse material change in his /her/its financial position or defaults in any other agreement with the Stock broker;

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

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

(vii) If the client has made any material misrepresentation of facts, including (without limitation) in relation to the Security;

(viii) If a receiver, administrator or liquidator has been appointed or allowed to be appointed of all or any part of the undertaking of the Client;

(ix) If the Client have taken or suffered to be taken any action for its reorganization, liquidation or dissolution;

(x) If the client has voluntarily or compulsorily become the subject of proceedings under any bankruptcy or insolvency law or being a company, goes into liquidation or has a receiver appointed in respect of its assets or refers itself to the Board for Industrial and Financial Reconstruction or under any other law providing protection as a relied undertaking;

(xi) If any covenant or warranty of the client is incorrect or untrue in any material respect; y of the client is incorrect or untrue in any material respect;

## **11. INACTIVE CLIENT ACCOUNT**

Client account will be considered as inactive if the client does not trade for period of one year. Calculation will be done at the beginning of every month and those clients who have not traded even a single time will be considered as inactive, the shares/credit ledger balance if any will be transferred to the client within in week of the identifying the client as inactive. The client has to make written request for reactivation of their account. Trading the Exchange is in Electronic Mode, based on VAST, leased line, ISDN, Modem and VPN, combination of technologies and computer systems to place and route orders. I/we understand that there exists a possibility of communication failure or system problems or slow or delayed response from system or trading half or any break down in our back office/front and system, or any such other problems/glitch whereby not being able to establish access to the trading system/network, which may be beyond your control and may result in delay in processing or not processing buy or sell Orders either in part or in full. I/We shall be fully liable and responsible for any such problem/fault.

## **12. CLIENT ACCEPTANCE OF POLICIES AND PROCEDURES STATED HEREIN ABOVE:**

I/We have full understood the same and do hereby sign the same and agree not to call into question the validity, enforceability and applicability of any provision/clauses this document any circumstance what so ever. These policies and Procedures may be amended/changes unilaterally by the broker, provided the change is informed to me/us with through any one or more means or methods. I/we agree never to challenges the same on any grounds including delayed receipt/non receipt or any other reasons whatsoever. These policies and Procedures shall always be read always be read along with the agreement and shall be compulsorily referred to while deciding any dispute/difference or claim between me/us and stock broker before any court of law/judicial/adjusting authority including arbitrator mediator etc.

## **Non Mandatory (Voluntary) Documents**

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### **DOCKET-B**

### **8. RUNNING ACCOUNT AUTHORISATION**

#### **MBL & COMPANY LIMITED**

**Corp. Office : M-15, M Block Market, Greater Kailash-II, New Delhi-110048**

**Regd. Office : SCO No. 6, Dayal Bagh Colony, Faridabad, Haryana-121009**

I/We are dealing through you as a client in Capital Market and/or Future & Option segment and/or Currency segment and/or Interest Rate future Segment & in order to facilitate ease of operations and upfront requirement of margin for trade. I/We authorize you as under:

1. I/We request you to maintain running balance in my account & retain the credit balance in any of my/our account and to use the unused funds towards my/our margin/pay-in/other future obligation(s) at any segment(s) of any or all the Exchange(s)/Clearing corporation unless I/we instruct you otherwise.

2. I/We request you to retain fund with you for my/our margin/pay-in/other-future obligation(s) at any segment(s) of any or all the Exchange(s)/Clearing Corporation as per SEBI/Stock Exchanges provisions.

3. I/We request you to settle my funds  once in every 90 days  once in a 30 Days as allowed by SEBI/Stock Exchange.

4. In case I/We have an outstanding obligation on the settlement date, you may retain the requisite securities/funds towards such obligations and may also retain the funds expected to be required to meet margin obligations for next 5 trading days, calculated in the manner specified by the exchanges.

5. I/We confirm you that I will bring to your notice any dispute arising from the statement of account or settlement so made in writing within 30 working days from the date of receipt of funds/securities or statement of account or statement related to it, as the case may be at your registered office.

The running account authorization provided by me shall continue and remain valid until it is revoked by me anytime in writing.

Thanking you

Yours faithfully,

Sign here

Client Name: \_\_\_\_\_

Client Code: \_\_\_\_\_

Date: \_\_\_\_\_

**9. LETTER OF AUTHORITY**

**MBL & COMPANY LIMITED**

**Corp. Office : M-15, M Block Market, Greater Kailash-II, New Delhi-110048**

**Regd. Office : SCO No. 6, Dayal Bagh Colony, Faridabad, Haryana-121009**

Dear Sir,

**Sub: Letter of Authority – CASH/F&O/Currency Derivative Segment of NSE/BSE**

I/we dealing with you as client at NSE/BSE in cash, Derivative & Currency Derivative Segment and in order to facilitate ease of operations, I/We authorise you as under :

1. I/We authorise you to set off outstanding in any of my/our accounts against credits available or arising in any other accounts maintained with you irrespective of the fact that such credits in the accounts may pertain to transactions in any segment of the Exchange or in any other exchange and/or against the value of cash margin or collateral shares provided to you by me/us.
2. I/We hereby authorise you not to provide me/us Order Confirmation/ Modification / Cancellation Slips and Trade Confirmation Slips to avoid unnecessary paper work. I/We shall get the required details from contract notes issued by you.
3. I/We request you to retain credit balance in any of my/our account and to use the unused funds towards my/our margin/future obligation at any or both the Exchanges unless I/We instruct you otherwise. I/w also authorize you to debit the necessary demat charges from time to time, for keeping the shares in your client demat beneficiary account on my behalf. I/We also authorise you to debit the financial charges @2% p.m., for the debit balances, if any, in my account and not settled as per the exchange requirements.
4. I/We request you to consider my/our telephonic instructions for order placing/order modification/order cancellation as a written instruction and give me/us all the confirmation on telephonic unless instructed otherwise in writing. I/We am/are getting required details from contracts issued by you.
7. We request that you may send/dispatch us contract notes/other documents through e-mail on my/our designated e-mail address of \_\_\_\_\_ I/We will completely rely on the log reports of you dispatching software as a conclusive proof of dispatch of e-mail to me/us and will not disputed on the same.
8. I/We will inform you the change of my/our email: ID, if any, in future either by regd. Post or through a digitally signed email.
9. I/We are aware and acknowledge that trading of all exchanges is in Electronic mode, based on Vsat, lease line, ISDN, Modem, VPN, Internet and/or combination of technologies and computer system to place and route order and also involves many uncertain factors and complex hardware, software, systems, communication lines, peripherals, pay in payout of funds & securities, online & offline banking etc. these are susceptible to interruptions, delay, mistake and dislocations; and your services may at any time be unavailable without further notice and I/we understand that there exists a possibility of communication failure or system problems or slow or delay response from system or trading half, or any such other problem/glitch whereby not been able to establish access to the trading system/network or delay in execution of trades, which may be beyond your control any may result in delay in processing or not processing of any orders either in part or in full. I understand that you are not making any representation or warranty that your service will be available to the Client at all times without any interruption. I/We agree that I/We shall not have any claim for any loss incurred by me/us against you on account of any suspension, delay, interruption, no availability or malfunctioning of your System or Service for any reason whatsoever.
10. I/We confirm that I/We never sublet the trading terminal on any term of connectivity from my place to any other place without your prior approval.
11. I/We am/are agreeable for inter-settlement transfer of securities towards settlement.
12. I/we am/are agreeable for & authorise you to with hold funds pay-out towards all the applicable margins and debits.
13. All fines/penalties and charges levied upon you due to my acts / deeds or transaction may be recovered by you from my account.
14. I have a Trading relationship with MBL & COMPANY LIMITED. I also agree to maintain the adequate balance in my trading account.
15. I/we note that non receipt of bounced mail notification by you shall amount to delivery of the contract note at my e-mail id mentioned herein above.

Yours faithfully,

Client Name : \_\_\_\_\_

Client Code : \_\_\_\_\_

Date : \_\_\_\_\_

**10. DECLARATION FOR NAME MISMATCH WITH POSSIBLE SIGNATURE SPECIMEN**

I hereby declare that, my name mentioned

1. In PAN Card is \_\_\_\_\_  
& Signature Specimen on PAN Signature Specimen
2. In Additional ID Proof i.e. Voter ID/Passport/Driving License is \_\_\_\_\_  
& Signature Specimen on ID Proof Signature Specimen
3. In Bank Account No \_\_\_\_\_ it is \_\_\_\_\_  
& Signature Specimen on Bank Signature Specimen
4. In \_\_\_\_\_ is this \_\_\_\_\_  
& Signature Specimen is Signature Specimen

Further I Declare that the names with signature specimen mentioned in above details document pertains to me, therefore I request you to register my account and make all the pay outs in the same name as mentions in my bank proof.

Thanks

Sign here :



Date : \_\_\_\_\_

**11. CONSENT FOR MOBILE AND E-MAIL REGISTRATION**

To,  
**MBL & Company Limited**  
M-15, M-Block Market, Greater Kailash-II,  
New Delhi-110048

Date : \_\_\_\_\_

**Sub : Consent for Mobile and Email Registration**

Dear Sir,

I/We hereby request you to send all your communications pertaining to my/our Trade Confirmations, Contract Notes, MTM Obligation, Margin Calls or any other communication (which is necessary from your Compliance point of view) including the verification call from Globe etc. on the below mentioned Mobile number/Email id

Contact Mode	Mention Mobile / E-mail	Mobile / E-mail is registered in the Name (Please tick the correct box)			
		Self	Spouse	Dependent Child	Dependent Parent
E-mail		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Mobile No.		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

I/we confirm that:

The said Mobile is registered in the name of \_\_\_\_\_ and the

Email is/is also registered in the name of \_\_\_\_\_

I/We am/are also aware that the stock Exchanges have been pursuing a process of confirming the trade details directly to the Clients via SMS and Email alerts which they have carried out through their respective Stock Broker. Accordingly, I/We record my/our consent to receive those SMS as well as Emails alerts directly from the Exchanges on the above stated contact details by authorizing you for sharing the said details same with Exchanges.

Yours faithfully,

Sign here :



Name of the Client : \_\_\_\_\_

Client Code : \_\_\_\_\_

## 12. CLIENT DEFAULTER DECLARATION

I, \_\_\_\_\_ having PAN no. \_\_\_\_\_ do hereby declare that I have not been involved in any terrorist activity and I have not been declared as defaulter or my name is not appearing in defaulter database as per SEBI/ Various Exchanges/ Regulatory bodies/CIBIL (Credit Information Bureau of India Ltd.) etc.

I further declare that the above mentioned declaration/statement is true and correct.

Sign here : ( ) 

Client Name: \_\_\_\_\_

Client Code: \_\_\_\_\_

Date: \_\_\_\_\_

[Note: To be signed by person himself/herself not to be signed by his/her attorney/authorised person etc.]

**FORMAT**

**13 A. FOR TRADING ACCOUNT OPENING**

**FORMAT OF BOARD RESOLUTION IN CASE OF CORPORATES / TRUSTS**

(To be obtained on pre-printed Letterhead of company)  
(This Letter is to be obtained only if the client is a body corporate)

Certified True Copy of the Resolution passed at the meeting of the Board of Directors / Trustees / of \_\_\_\_\_  
\_\_\_\_\_ Ltd. / Trust

and having its registered office at \_\_\_\_\_ held

on \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_ at \_\_\_\_\_ AM/PM Resolved that the Company/Trust be registered as CLIENT with MBL & COMPANY LIMITED, member of The Stock Exchange, National Stock Exchange of India Ltd. (NSE), Bombay Stock Exchange Ltd. (BSE) for the purpose of dealing in equities, future & Option and currency derivative etc. and the said Member be and is hereby authorised to honor instruction oral and written, given on behalf of the Company/Trust by any of the under noted authorised signatories:

S. No.	Name	Designation	Specimen Signature
1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____

Who are authorised to sell, purchase, transfer, endorse, negotiate and/or otherwise through MBL & COMPANY LIMITED on the behalf of the Company/Trust and to sign, execute and submit application and other request documents as may be necessary for KYC application with KRA.

RESOLVED FURTHER THAT Mr. \_\_\_\_\_ and / or Mr. \_\_\_\_\_, Directors / Trustees of the Company / Trust be and are hereby deemed necessary or expedient to give effect to this resolution.

AND RESOLVED FURTHER THAT, the Common Seal of the Company be affixed, whenever necessary, in the presence of all Directors or of any one director and Company Secretary, who shall sign the same in token of their presence.

For \_\_\_\_\_ Ltd.

\_\_\_\_\_  
Chairman / Company Secretary / All Trustees  
Persons

\_\_\_\_\_  
Specimen Signatures of the Authorised

S.No.                      Name

(The above signatures to be attested by the person signing the resolution for account opening on behalf of the Company/Trust).

**13 B. AUTHORITY LETTER IN FAVOUR OF MANAGING PARTNER / (S)**

(To be obtained on pre-printed Letterhead of firm)

(This Letter is to be obtained only if the client is a partnership firm)

TO

**MBL & COMPANY LIMITED**

**Corp. Office: M-15, M Block Market, Greater Kailash-II, New Delhi-110048**

**Regd. Office: SCO No. 6, Dayal Bagh Colony, Faridabad, Haryana-121009**

Sir,

We \_\_\_\_\_ the \_\_\_\_\_ partners \_\_\_\_\_ of \_\_\_\_\_ M/s. \_\_\_\_\_  
\_\_\_\_\_ a partnership firm having its office at \_\_\_\_\_

\_\_\_\_\_ hereby authorize

Mr./Ms. \_\_\_\_\_ and Mr./Ms. \_\_\_\_\_

\_\_\_\_\_ to open a securities trading account in Capital Market segment, F&O segment and Currency segment on behalf of the firm M/s./ Mr. / Ms. \_\_\_\_\_ with the Trading Member MBL & COMPANY LIMITED for sale and purchase of shares/derivative instruments in capital Market segment (CM) and or Future and Options segment (F&O) and/or Currency segment or any other segment that may be introduced by NSE/BSE in future. He/She/They is/are authorized on behalf of the firm to deal in equities, derivatives, currency and the said Trading Member is hereby authorized to honor all instructions oral or written, given on behalf of the firm by him/her/them.

Mr./Ms. \_\_\_\_\_ and Mr./Ms. \_\_\_\_\_ is/are authorized to sell, purchase, transfer, endorse, and negotiate documents and/or otherwise deal through MBL & COMPANY LIMITED on behalf of the firm M/s. \_\_\_\_\_

\_\_\_\_\_ He/She/They is/are also authorised to sign, execute and submit such applications, undertakings, agreements and other requisite documents. As may be necessary for KYC application with KRA. Writings and deeds as may be deemed necessary or expedient to open account and give effect to this purpose.

However any partner/authorized signatory (ies) can issue cheques from bank account(s) in favour of MBL & COMPANY LIMITED for credit to share trading account of the firm with MBL & COMPANY LIMITED, even though his/their signatures may not be available on the records of MBL & COMPANY LIMITED. These cheques may either be from the account of partnership firm or from individual account the said amount so given shall be solely/exclusively for the account of the firm maintained with MBL & COMPANY LIMITED.

We also recognize that a beneficiary account cannot be opened with a Depository Participant in the name of the partnership firm as per Depository regulations. To facilitate the operation of the above trading account with you and for the purpose of completing the securities transfer obligations, pursuant to the trading operations, we authorize you to recognize the beneficiary account No. \_\_\_\_\_ with Depositor having DP ID \_\_\_\_\_ opened as a singly/jointly in the name of Managing partner/partners of the firm.

We agree that the obligations for shares purchased and /or sold by the firm will be handled and completed through transfers to/from the above-mentioned account. We recognize and accept transfers made by you to the beneficiary account as complete discharge of obligations by you in respect of trades executed in the above trading account of the firm.

Thank You.

Yours Truly

Name : \_\_\_\_\_

Address : \_\_\_\_\_

Signature of partner with rubber stamp

**13 C. DECLARATION BY KARTA ON THE LETTER HEAD OF HUF**

**(To be Obtained on Pre-Printed Letter head)**

**MBL & COMPANY LIMITED**

**Corp. Office : M-15, M Block Market, Greater Kailash-II, New Delhi-110048**

**Regd. Office : SCO No. 6, Dayal Bagh Colony, Faridabad, Haryana-121009**

**DATE : \_\_\_\_\_**

Dear Sir/Madam,

I/We refer to the trading account opened with you in the name of \_\_\_\_\_ and declare and authorize you as under:

I/We recognize that a beneficiary account cannot be opened with NSDL, depository participant in the name of HUF as per regulations. To facilitate the operation of the above trading account with you and for the purpose of completing the share transfer obligations pursuant to the trading operations, I authorize you to recognize the beneficiary account no \_\_\_\_\_ of \_\_\_\_\_ with the depository \_\_\_\_\_ opened in the name of the undersigned who is the Karta of the HUF.

I/We agree that the obligation for share purchased and/or sold by the HUF will be handled and completed through transfer (s) to /from the above mentioned account. I/We recognize and accept transfer made by you to the aforesaid beneficiary account as completion of obligation by you in respect of trade executed in the above trading account of the HUF. Further I/We, the undersigned, am the Karta of the HUF and am solely responsible for the liabilities thereof. I shall advice you in writing of any change that take place in the constitution of the HUF and will be personally liable to you for all obligations that the HUF may incur in the course of dealings with you and undertake to personally discharge such liabilities.

Yours truly,  
Name of the Karta :

Note : Not applicable, if HUF have a beneficiary account in CDSL (Depository Participant)

**13 D. DECLARATION BY FIRM (SOLE PROPRIETORSHIP) ON LETTER HEAD OF THE FIRM**

**(To be obtained on Pre-Printed Letter head of the firm)**

I refer to the trading account opened with you in the name of \_\_\_\_\_ and declare and authorize you as under:

I recognize that a beneficiary account cannot be opened with a depository participant in the name of a sole proprietorship firm as per regulations. To facilitate the operation of the above trading account with you and for the purpose of completing the share transfer obligations pursuant to the trading operations, I authorize you to recognize the beneficiary account no. \_\_\_\_\_ with the depository \_\_\_\_\_ opened in the name of the undersigned who is the sole proprietor of the firm.

I agree that the obligation for shares purchased and/or sold by the firm will be handled and completed through transfer (s) to/from the above mentioned account. I recognize and accept transfer made by you to the aforesaid beneficiary account as completion of obligations by you in respect of trade executed in the above trading account of the firm.

Further I, the undersigned, am the sole proprietor of the firm and am solely responsible for the liabilities thereof. I shall advice you in writing of any change that take place in the constitution of the firm and will be personally liable to you for all the obligation that the firm may incur in the course of dealings with you and undertake to personally discharge such liabilities.

The cheques/DDs (electronic/physical) shall be issued by me from my individual account with any bank and the amounts so given shall be solely/exclusively for credit to the account of my sole proprietorship firm M/s . \_\_\_\_\_ with your company.

Yours truly,  
Name : \_\_\_\_\_

Signature of the Proprietor

**13E. BANK VERIFICATION LETTER**

To

**MBL & Company Limited**  
M-15, M-Block Market, Greater Kailash-II,  
New Delhi-110048

Dated : \_\_\_\_\_

Dear Sir,

This is to certify that Mr./Ms./M/s. \_\_\_\_\_

Resident of \_\_\_\_\_

\_\_\_\_\_ having Bank account number: \_\_\_\_\_

and who's PAN number is \_\_\_\_\_.

Specimen Signature of above mention customs is attested below.

Name, Signature of the Branch Manager

Customer specimen signature  
verified by Branch Manager

Stamp of the Bank and the Branch

Customer Signature

**INSTRUCTION/CHECK  
LIST**

## **14. INSTRUCTIONS/CHECK LIST FOR FILLING KYC FORM**

### **A. IMPORTANT POINTS:**

1. Self attested copy of PAN card is mandatory for all clients, including Promoters/Partners/Karta/Trustees and whole time directors and persons authorized to deal in securities on behalf of company/firm/others.
2. Copies of all the documents submitted by the applicant should be self-attested and accompanied by originals for verification. In case the original of any document is not produced for verification, then the copies should be properly attested by entities authorized for attesting the documents, as per the below mentioned list.
3. If any proof of identity or address is in a foreign language, then translation into English is required.
4. Name & address of the applicant mentioned on the KYC form, should match with the documentary proof submitted.
5. If correspondence & permanent address are different, then proofs for both have to be submitted.
6. Sole proprietor must make the application in his individual name & capacity.
7. For non-residents and foreign nationals, (allowed to trade subject to RBI and FEMA guidelines), copy of passport/PIO Card/OCI Card and overseas address proof is mandatory.
8. For foreign entities, CIN is optional; and in the absence of DIN no. for the directors, their passport copy should be given.
9. In case of Merchant Navy NRI's, Mariner's declaration or certified copy of CDC (Continuous Discharge Certificate) is to be submitted.
10. Politically Exposed Persons (PEP) are defined as individuals who are or have been entrusted with prominent public functions in a foreign country, e.g., Heads of States or of Governments, senior politicians, senior Government/judicial/military officers, senior executives of state owned corporations, important political party officials, etc.

### **B. Proof of Identity (POI): - List of documents admissible as Proof of Identity:**

1. Unique Identification Number (UID) (Aadhaar)/ Passport/ Voter ID card/Driving license.
2. PAN card with photograph.
3. Identity card/ document with applicant's Photo, issued by any of the following: Central/State Government and its Departments, Statutory/Regulatory Authorities, Public Sector Undertakings, Scheduled Commercial Banks, Public Financial Institutions, Colleges affiliated to Universities, Professional Bodies such as ICAI, ICWAI, ICSI, Bar Council etc., to their Members; and Credit cards/Debit cards issued by Banks.

### **C. Proof of Address (POA): - List of documents admissible as Proof of Address:**

*(\*Documents having an expiry date should be valid on the date of submission.)*

1. Passport/ Voters Identity Card/ Ration Card/ Registered Lease or Sale Agreement of Residence/ Driving License/ Flat Maintenance bill/Insurance Copy.
2. Utility bills like Telephone Bill (only land line), Electricity bill or Gas bill - Not more than 3 months old.
3. Bank Account Statement/Passbook -- Not more than 3 months old.
4. Self-declaration by High Court and Supreme Court judges, giving the new address in respect of their own accounts.
5. Proof of address issued by any of the following: Bank Managers of Scheduled Commercial Banks/Scheduled Co- Operative bank/Multinational Foreign Banks/Gazetted Officer/Notary public/Elected representatives to the Legislative Assembly/Parliament/Documents issued by any Govt. or Statutory Authority.
6. Identity card/document with address, issued by any of the following: Central/State Government and its Departments, Statutory/Regulatory Authorities, Public Sector Undertakings, Scheduled Commercial Banks, Public Financial Institutions, Colleges affiliated to Universities and Professional Bodies such as ICAI, ICWAI, ICSI, Bar Council etc., to their Members.
7. For FII/sub account, Power of Attorney given by FII/sub-account to the Custodians (which are duly notarized and/or apostilled or consularised) that gives the registered address should be taken.
8. The proof of address in the name of the spouse may be accepted.

### **D. Exemptions/clarifications to PAN**

*(\*Sufficient documentary evidence in support of such claims to be collected.)*

1. In case of transactions undertaken on behalf of Central Government and/or State Government and by officials appointed by Courts e.g. Official liquidator, Court receiver etc.
2. Investors residing in the state of Sikkim.
3. UN entities/multilateral agencies exempt from paying taxes/filing tax returns in India.
4. SIP of Mutual Funds upto Rs 50, 000/- p.a.
5. In case of institutional clients, namely, FIIs, MFs, VCFs, FVCIs, Scheduled Commercial Banks, Multilateral and Bilateral Development Financial Institutions, State Industrial Development Corporations, Insurance Companies registered with IRDA

and Public Financial Institution as defined under section 4A of the Companies Act, 1956, Custodians shall verify the PAN card details with the original PAN card and provide duly certified copies of such verified PAN details to the intermediary.

**E. List of people authorized to attest the documents:**

1. Notary Public, Gazetted Officer, Manager of a Scheduled Commercial/ Co- operative Bank or Multinational Foreign Banks (Name, Designation & Seal should be affixed on the copy).
2. In case of NRIs, authorized officials of overseas branches of Scheduled Commercial Banks registered in India, Notary Public, Court Magistrate, Judge, Indian Embassy /Consulate General in the country where the client resides are permitted to attest the documents.

**F. In case of Non-Individuals, additional documents to be obtained from non-individuals, over & above the POI & POA, as mentioned below:**

**Corporate**

- Copy of the balance sheets for the last 2 financial years (to be submitted every year).
- Copy of latest share holding pattern including list of all those holding control, either directly or indirectly, in the company in terms of SEBI takeover Regulations, duly certified by the company secretary/Whole time director/MD (to be submitted every year).
- Photograph, POI, POA, PAN and DIN numbers of whole time directors/two directors in charge of day to day operations.
- Photograph, POI, POA, PAN of individual promoters holding control - either directly or indirectly.
- Copies of the Memorandum and Articles of Association and certificate of incorporation.
- Copy of the Board Resolution for investment in securities market.
- Authorised signatories list with specimen signatures.

**Partnership firm**

- Copy of the balance sheets for the last 2 financial years (to be submitted every year).
- Certificate of registration (for registered partnership firms only).
- Copy of partnership deed.
- Authorised signatories list with specimen signatures.
- Photograph, POI, POA, PAN of Partners.

**Trust**

- Copy of the balance sheets for the last 2 financial years (to be submitted every year).
- Certificate of registration (for registered trust only).
- Copy of Trust deed.
- List of trustees certified by managing trustees/CA.
- Photograph, POI, POA, PAN of Trustees.

**HUF**

- PAN of HUF.
- Deed of declaration of HUF/ List of coparceners.
- Bank pass-book/bank statement in the name of HUF.
- Photograph, POI, POA, PAN of Karta.

**Unincorporated association or a body of individuals**

- Proof of Existence/Constitution document.
- Resolution of the managing body & Power of Attorney granted to transact business on its be
- Authorized signatories list with specimen signatures.

**Banks/Institutional Investors**

- Copy of the constitution/registration or annual report/balance sheet for the last 2 financial years.
- Authorized signatories list with specimen signatures.

**Foreign Institutional Investors (FII)**

- Copy of SEBI registration certificate.
- Authorized signatories list with specimen signatures.

**Army/ Government Bodies**

- Self-certification on letterhead.
- Authorized signatories list with specimen signatures.

**Registered Society**

- Copy of Registration Certificate under Societies Registration Act.
- List of Managing Committee members.
- Committee resolution for persons authorised to act as authorised signatories with specimen signatures.
- True copy of Society Rules and Bye Laws certified by the Chairman/Secretary. half.

**G. Additional documents in case of trading in derivatives segments - illustrative list:**

Copy of ITR Acknowledgement	Copy of Annual Accounts
In case of salary income - Salary Slip, Copy of Form 16	Net worth certificate
Copy of demat account holding statement.	Bank account statement for last 6 months
Any other relevant documents substantiating ownership of assets.	Self declaration with relevant supporting documents.

*\*In respect of other clients, documents as per risk management policy of the Company need to be provided by the client from time to time.*

**H. Bank Proof:** Copy of cancelled cheque leaf/ pass book/bank statement specifying name of the constituent, MICR Code or/and IFSC Code of the bank should be submitted.

**I. Demat Proof:** Demat master or recent holding statement issued by DP bearing name of the client.

**J. In-person Verification:**

For Individuals:

(i). Stock broker has an option of doing 'in-person' verification through web camera at the branch office of the stock broker/sub-broker's office.

(ii). In case of non-resident clients, employees at the stock broker's local office, overseas can do in-person' verification. Further, considering the infeasibility of carrying out 'In-person' verification of the non-resident clients by the stock broker's staff, attestation of KYC documents by Notary Public, Court, Magistrate, Judge, Local Banker, Indian Embassy / Consulate General in the country where the client resides may be permitted.

For Non Individuals: Form need to be initialed by all the authorized Signatories.

## **A. CHECK LIST FOR INDIVIDUALS**

a. Please provide the below listed documents:

<b>Documents</b>	<b>Identity</b>	<b>Address</b>	<b>Signature</b>	<b>Bank Proof</b>	<b>DP Proof</b>
•PAN card with signature	YES	NO	YES	NO	NO
•Client Master List/ Holding Statement (Not more than 2 months old)	NO	NO	NO	NO	YES
•Passport (Clear copy of Name, Address & Photo)	YES	YES	YES	NO	NO
•Driving License (Clear copy of Name, Address & Photo)	YES	YES	YES	NO	NO
•Voter's Identity card (Both Front and Back)	YES	YES	NO	NO	NO
•Ration card	NO	YES	NO	NO	NO
•Bank Passbook/ Bank Statement	NO	YES	NO	YES	NO
•Cheque leaf along with bank Statement or bank Passbook	NO	NO	NO	YES	NO
•Rent Agreement	NO	YES	NO	NO	NO
•Electricity, Water, Landline Telephone Bill (MTNL / BSNL) ( Not more than 2 months old)	NO	YES	NO	NO	NO

## **B. CHECK LIST FOR CORPORATE & PARTNERSHIP FIRM**

Compulsory Documentary requirements for company, firms and others	Corporate and Body Incorporate	Partnership Firm
<b>Compulsory Requirement</b>	YES	YES
••Pan Card of Company / Firm / Partners / Directors	YES	YES
••Certified copy of financial Statements (Balance sheet , Profit & Loss account ) for last two years	YES	YES
•Latest filed IT return (Partnership firm and Companies)	YES	YES
•Networth Certificate duly certified by Chartered Accountant	YES	YES
••Verified copy of Address proof(Agreement of Sale/Leave and License Agreement, Bank Statement/Electricity & Telephone bill and any document registered with registrar of companies)	YES	YES
•cancelled cheque leaf with name and A/c no. printed	YES	YES
•Certified copy of latest shareholding pattern including those holding 5% or more in the share capital of the company/ List of Directors	YES	NA
•Certified copy of MOA and AOA , Partnership deed in case of Firm	YES	YES
•Certified copy of DP detail ( Holding Statement and client master but not more than two month old )	YES	YES
•Certified copy of resolution of board of directors approving trading in equity/ derivatives/Currency derivative and naming authorized persons for dealing in securities	YES	NA
•Partnership deed along with list of partners duly certified	NA	YES
•Form 32 along with ROC receipt in case of change in Director	YES	NA
•Form 18 along with ROC receipt in case of address change of the company	YES	NA
•A passport size photograph of all the Authorised officials/ Authorised partners	YES	YES

### **C. ADDITIONAL DOCUMENTS IN CASE OF PROPRIETORSHIP FIRM / HUF / MINOR**

#### **a. PROPRIETORSHIP FIRM**

- All documents as per Common list for Proprietor.
- Recent Passport size Photo of Proprietor.
- Rubber stamp of firm required on every sign of Proprietor.
- Declaration on letterhead of the firm as per annexure attached.
- DMAT account will be in the name of proprietor only.
- Proprietor's name and relation verification on letterhead of bank by the Banker.
- Certified copy of Balance sheet/Annual accounts for Last two years.
- Latest Income tax return copy of Proprietor.

#### **b. HUF**

- All documents as per Common list for both of HUF and it's Karta.
- Undertaking letter signed by two Coparceners.
- Recent Passport size Photo of Karta of HUF.
- Rubber stamp of HUF required on every sign of Karta.

#### **c. MINOR**

- All documents as per Common list for both Minor and his/her Guardian.
- Undertaking letter signed by the Guardian.
- Recent Passport size Photo of both Minor and Guardian

### **D. ADDITIONAL DOCUMENTS FOR TRADING IN DERIVATIVE SEGMENT**

#### **Provide any one of Additional documents for Trading in Derivative Segment**

- Copy of ITR acknowledgement
- Copy of annual Accounts
- Net-worth Certificate
- Bank account statement for last six months.
- Copy of DMAT holding statement
- In case of Salaried persons Latest Salary Slip and Form 16 copy
- Any other relevant documents substantiating ownership of assets.
- Self declaration along with relevant supporting.

a. From above listed documents, collect any one or more document that will establish all proofs and make a "Yes" in all five columns. (For example, PAN copy, Dmat Holding statement, Driving Licence & bank statement confirms 'Yes' in all Five Columns).

b. Please fill up the form in CAPITAL LETTERS.

c. Please write your name as it appears in PAN/Bank proof in your documents. In case of any mismatch Declaration required.

d. Form should be completed in all respects in own Handwriting by client only.

e. Name, Address & Signature of witness on agreement part.

f. Verification stamp with signature, name & date on the documents collected.

g. Please initial wherever overwriting is done.

h. If any of above proof is in language other than Hindi and English, Notarized copy for the same will only be accepted

i. Copy of Documentary evidence for address and identity proof of introducer.

j. Copy of Balance sheet and Profit & Loss account (Financial Statement) along with audit report is to be submitted every year.