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*Value is what we give*



## CLIENT REGISTRATION FORM

- CORPORATE / HUF / PARTNERSHIP
- CAPITAL MARKET / F&O / CURRENCY
- MUTUAL FUND
- NSE & BSE

# MLB CAPITAL PVT. LTD.

EQUITY  DERIVATIVES  CURRENCY  MUTUAL FUNDS  DEPOSITORY SERVICES



## INSTRUCTIONS FOR FILLING UP & COMPLETING THE ACCOUNT OPENING FORM FOR NON-INDIVIDUALS

### CORPORATE

1. Form 18 and Form 32 valid with challan copy.
2. Form 18 used for address proof of the company.
3. Form 32 used for change in director's detail of the company.
4. All incorporation certificates should be self attested and all incorporation certificates must be attached with the Memorandum.
5. Director detail should match with memorandum and if there is any change then then Form 32 with the challan copy is required
6. The following mandatory points must be checked while we checking the Board Resolution (BR)
  - Date of Resolution
  - Resolution date not latter to KYC date
  - Name of Broker as Globe Capital Market Ltd.
  - Segment like Equity, Currency, Future, Option, Cash Etc.
  - Name of the exchanges in which client wants to trade
  - Authorized person name in BR.
7. Authorized person can perform signature on BR until he/she is/are only the director in the company.
8. If Letter of authority to trade given on behalf of any other person than authorized in BR then company must provide the separate BR, Person ID and address proof.
9. Share holding Pattern - Less than 2% share holders may provide under Other Category but 100 % share holding pattern require.
10. Share holding total must be equal to share capital
11. In case of name change incorporation certificate and PAN card of new name required
12. Date of Incorporation on KYC Form should match with date of incorporation from memorandum and PAN card date
13. Net-worth amount and date of net-worth is mandatory
14. In company share holding any other company is a share holder with equal to or more than 25% holding then we require that company share holding also if this will again happen in holding company then again we require share holding and it will continue.
15. All the incorporation certificate should be attached with the memorandum if any updation incorporation certificate attached with the memorandum instead of first incorporation certificate then we require first incorporation certificate also.
16. If company fills two addresses then both address proof are required
17. At least two director detail is must

### IN CASE OF NAME CHANGE IN THE COMPANY

- New PAN • In corporation certificate • KRA

### IN CASE OF CHANGE IN THE DIRECTOR

- KRA • List of Director • Form 32 with challan copy • PAN, Address of Director

### IN CASE OF CHANGE IN THE AUTHORIZED SIGNATORY(IES)

- KRA • List of Director • Form 32 with challan copy • PAN, Address of Auth. Signatory(ies) • Board Resolution • List of Authorise signatory(ies) with specimen signatory(ies)

### IN CASE OF CHANGE IN THE SHARE HOLDING PATTERN

- KRA • List of Director • Form 32 with challan copy • PAN, Address of Auth. Signatory(ies) • Board Resolution • List of Authorise signatory(ies) with specimen signatory(ies) • Share Holding Pattern required (Follow the cross holding)

### PARTNERSHIP FIRM


All formalities and checking criteria are same as like corporate, few difference are as follows

1. Authority Letter instead of Board Resolution
2. Partnership Deed instead of Memorandum
3. All Partner signature is mandatory in authority letter
4. In LLP registration certificate is must

### PROOF FOR BANK ACCOUNT

1. Bank account statement/Passbook copy should not be more than 3 months old
2. Bank Statement should clearly mention the name and address of the client.
3. The bank statement should duly attested (Sign & Stamp) by the authorized official of the bank mentioning the bank and designation of the bank authorized official.
4. Bank Verification letter should be in prescribed format on the letter head of the Bank duly signed and authorised by the Bank official mentioning his/her Name, Designation, Signature & Employee Code.
5. Cancelled Cheque should have name of the account holder and account number printed on the same.

### WATCH OUTS / LAST MINUTES REVIEW

1. The A/c opening form is filled properly and do have :
  - a. Clients Signature at all the places where  marked.
  - b. Address - as it appears on the address proof. In case Permanent & Correspondence address are different, make sure to provide address proof for both of them.
  - c. N. A. Mentioned at all places not applicable to the client.
2. White ink is not allowed either on form or on agreement. All corrections to be countersigned with full signature.
3. All proofs, photographs and signature on the form should be clearly visible.
4. All proofs should be signed by Branch official and stamped with "VERIFIED AGAINST ORIGINAL."



## INDEX OF DOCUMENTS

S. No.	Name of Document	Brief Significance of the Document	Page No.
<b>MANDATORY DOCUMENTS AS PRESCRIBED BY SEBI &amp; EXCHANGES</b>			
1.	Account Opening Form	A. KYC form - Document captures the basic information about the constituent and an instruction/check list.	1 to 8
2.	Rights and Obligations	Document stating the Rights & Obligations of stock broker/trading member, sub-broker and client for trading on exchanges (including additional rights & obligations in case of internet/wireless technology based trading)	9 to 13
3.	Risk Disclosure Document (RDD)	Document detailing risks associated with dealing in the securities market.	14 to 16
4.	Guidance note	Document detailing do's and don'ts for trading on exchange, for the education of the investors.	17
5.	Policies and Procedures	Document describing significant policies and procedures of the stock broker	18 to 20
6.	Tariff sheet	Document detailing the rate/amount of brokerage and other charges levied on the client for trading on the stock exchange(s)	20
<b>VOLUNTARY DOCUMENTS AS PROVIDED BY THE STOCK BROKER</b>			
7.	NSE - MFSS Facility	Clients who wish to do Trading in Mutual Fund segment are required to sign the letter	21 to 22
8.	Contract between MLB & Client	Additional clauses other than specified by SEBI to facilitate transactions in broking account	23 - 27
9.	Running Account Authorisation	For the purpose of operational convenience, this authorisation is required to maintain the client account for the funds on a running account basis.	28
10.	Verbal order Acceptance Authorisation	Clients who wish to do offline trading as-well are required to sign the letter for placing verbal orders	29
11.	Instructions by Third Person	For the purpose of operational convenience, client may sign the authorisation letter in favour of third person for accepting various instructions.	29
12.	Letter of Authorisation to transfer/pledge the securities with Clearing Member/ Corporation.	Document authorizing member to transfer/pledge securities for Margin Purpose.	30
13.	Other authorisations	Other authorisations are required for operational convenience of broking accounts	31
14.	Declaration by HUF	To be given by Karta and Coparceners of the HUF	32
15.	Formats	To be given by Client, as applicable, on Letterhead of the Firm	33



# MLB CAPITAL PVT. LTD.

CIN : U67120DL1996PTC079292

EXCHANGE	SEGMENT	EXCHANGE CODE	SEBI REG. NO.
NSE	Cash	14451	INZ000280737
	F&O		
	Currency		
BSE	Cash	6478	
	F&O		
	Currency		

## Regd. & Correspondence Office :

301, Pratap Chambers, Gurudwara Road, Karol Bagh, New Delhi-110005

Phone: 011-45060606 (30 Lines), 28759891, 28759892 • Fax: 011-45060666, 28759898

E-mail: mlbcapital@mlbcapital.com, mlbcaps@hotmail.com

Website : www.mlbcapital.com

## Compliance Officer's Details

Name : Shaivi Bansal Phone No. : 011-45060664

E-mail Id : shaivi@mlbcapital.co.in

## CEO's Details

Name : Ramesh Chand Bansal Phone No. : 011-45060600

E-mail Id : ramesh.bansal@mlbcapital.com

## Clearing Member Details :

Name : Globe Capital Market Ltd.

SEBI Regn. No. : NSE (F&O) -INF230663732, NSE (Currency) - INE230663732  
BSE (F&O) -INF010663731

Regd. Office : 609, Ansal Bhawan, 16 K.G. Marg, Connaught Place, New Delhi-110001

Phone No. : +91-11-30412345 (30 Lines)

Fax : +91-11-23720883

E-mail : mail@globecapital.com

For any grievance/dispute please contact **MLB CAPITAL PVT. LTD.** at the above address 301, Pratap Chambers, Gurudwara Road, Karol Bagh, New Delhi-110005 or email id- mlbcaps@hotmail.com and Phone No. +91-11-45060600. In case not satisfied with the response, please contact the concerned exchange(s) at :

Exchange Name	Website	E-mail ID	Phone No.
National Stock Exchange of India Ltd. (NSE)	www.nseindia.com	ignse@nse.co.in	18002660050
Bombay Stock Exchange Ltd. (BSE)	www.bseindia.com	is@bseindia.com	022-22738097



## 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 authorised 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 authorised 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. 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. 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 authorised 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, authorised 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:

Types of entity	Documentary requirements
<b>Corporate</b>	<input type="checkbox"/> Copy of the balance sheets for the last 2 financial years (to be submitted every year). <input type="checkbox"/> 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). <input type="checkbox"/> Photograph, POI, POA, PAN and DIN numbers of whole time directors/two directors in charge of day to day operations. <input type="checkbox"/> Photograph, POI, POA, PAN of individual promoters holding control - either directly or indirectly. <input type="checkbox"/> Copies of the Memorandum and Articles of Association and certificate of incorporation. <input type="checkbox"/> Copy of the Board Resolution for investment in securities market. <input type="checkbox"/> Authorised signatories list with specimen signatures.
<b>Partnership firm</b>	<input type="checkbox"/> Copy of the balance sheets for the last 2 financial years (to be submitted every year). <input type="checkbox"/> Certificate of registration (for registered partnership firms only). <input type="checkbox"/> Copy of partnership deed. <input type="checkbox"/> Authorised signatories list with specimen signatures. <input type="checkbox"/> Photograph, POI, POA, PAN of Partners.
<b>Trust</b>	<input type="checkbox"/> Copy of the balance sheets for the last 2 financial years (to be submitted every year). <input type="checkbox"/> Certificate of registration (for registered trust only). <input type="checkbox"/> Copy of Trust deed. <input type="checkbox"/> List of trustees certified by managing trustees/CA. <input type="checkbox"/> Photograph, POI, POA, PAN of Trustees.
<b>HUF</b>	<input type="checkbox"/> PAN of HUF. <input type="checkbox"/> Deed of declaration of HUF/ List of coparceners. <input type="checkbox"/> Bank pass-book/bank statement in the name of HUF. <input type="checkbox"/> Photograph, POI, POA, PAN of Karta.
<b>Unincorporated association or a body of individuals</b>	<input type="checkbox"/> Proof of Existence/Constitution document. <input type="checkbox"/> Resolution of the managing body & Power of Attorney granted to transact business on its behalf. <input type="checkbox"/> Authorised signatories list with specimen signatures.
<b>Banks/ Institutional Investors</b>	<input type="checkbox"/> Copy of the constitution/registration or annual report/balance sheet for the last 2 financial years. <input type="checkbox"/> Authorised signatories list with specimen signatures.
<b>Foreign Institutional Investors (FII)</b>	<input type="checkbox"/> Copy of SEBI registration certificate. <input type="checkbox"/> Authorised signatories list with specimen signatures.
<b>Army/ Government Bodies</b>	<input type="checkbox"/> Self-certification on letterhead. <input type="checkbox"/> Authorised signatories list with specimen signatures.
<b>Registered Society</b>	<input type="checkbox"/> Copy of Registration Certificate under Societies Registration Act. <input type="checkbox"/> List of Managing Committee members. <input type="checkbox"/> Committee resolution for persons authorised to act as authorised signatories with specimen signatures. <input type="checkbox"/> True copy of Society Rules and Bye Laws certified by the Chairman/Secretary.



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

1. Name \_\_\_\_\_

2. Relationship with Applicant (i.e. promoters, whole time directors etc.) \_\_\_\_\_

3a. PAN \_\_\_\_\_ 3b. DIN/Aadhaar No. \_\_\_\_\_

4. Residential/ Registered Address \_\_\_\_\_  
\_\_\_\_\_

City / Town / Village \_\_\_\_\_ Pin Code \_\_\_\_\_

State \_\_\_\_\_ Country \_\_\_\_\_

5. Please tick, if applicable :  Politically Exposed Person (PEP)  Related to Politically Exposed Person (PEP)**PHOTOGRAPH**Please affix  
your recent passport  
size photograph and  
sign across it

1. Name \_\_\_\_\_

2. Relationship with Applicant (i.e. promoters, whole time directors etc.) \_\_\_\_\_

3a. PAN \_\_\_\_\_ 3b. DIN/Aadhaar No. \_\_\_\_\_

4. Residential/ Registered Address \_\_\_\_\_  
\_\_\_\_\_

City / Town / Village \_\_\_\_\_ Pin Code \_\_\_\_\_

State \_\_\_\_\_ Country \_\_\_\_\_

5. Please tick, if applicable :  Politically Exposed Person (PEP)  Related to Politically Exposed Person (PEP)**PHOTOGRAPH**Please affix  
your recent passport  
size photograph and  
sign across it

1. Name \_\_\_\_\_

2. Relationship with Applicant (i.e. promoters, whole time directors etc.) \_\_\_\_\_

3a. PAN \_\_\_\_\_ 3b. DIN/Aadhaar No. \_\_\_\_\_

4. Residential/ Registered Address \_\_\_\_\_  
\_\_\_\_\_

City / Town / Village \_\_\_\_\_ Pin Code \_\_\_\_\_

State \_\_\_\_\_ Country \_\_\_\_\_

5. Please tick, if applicable :  Politically Exposed Person (PEP)  Related to Politically Exposed Person (PEP)**PHOTOGRAPH**Please affix  
your recent passport  
size photograph and  
sign across it

Name &amp; Signature of the Authorised Signatory (ies) \_\_\_\_\_

Date :

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

1. Name \_\_\_\_\_

2. Relationship with Applicant (i.e. promoters, whole time directors etc.) \_\_\_\_\_

3a. PAN \_\_\_\_\_ 3b. DIN/Aadhaar No. \_\_\_\_\_

4. Residential/ Registered Address \_\_\_\_\_  
\_\_\_\_\_

City / Town / Village \_\_\_\_\_ Pin Code \_\_\_\_\_

State \_\_\_\_\_ Country \_\_\_\_\_

5. Please tick, if applicable :  Politically Exposed Person (PEP)  Related to Politically Exposed Person (PEP)**PHOTOGRAPH**Please affix  
your recent passport  
size photograph and  
sign across it

1. Name \_\_\_\_\_

2. Relationship with Applicant (i.e. promoters, whole time directors etc.) \_\_\_\_\_

3a. PAN \_\_\_\_\_ 3b. DIN/Aadhaar No. \_\_\_\_\_

4. Residential/ Registered Address \_\_\_\_\_  
\_\_\_\_\_

City / Town / Village \_\_\_\_\_ Pin Code \_\_\_\_\_

State \_\_\_\_\_ Country \_\_\_\_\_

5. Please tick, if applicable :  Politically Exposed Person (PEP)  Related to Politically Exposed Person (PEP)**PHOTOGRAPH**Please affix  
your recent passport  
size photograph and  
sign across it

1. Name \_\_\_\_\_

2. Relationship with Applicant (i.e. promoters, whole time directors etc.) \_\_\_\_\_

3a. PAN \_\_\_\_\_ 3b. DIN/Aadhaar No. \_\_\_\_\_

4. Residential/ Registered Address \_\_\_\_\_  
\_\_\_\_\_

City / Town / Village \_\_\_\_\_ Pin Code \_\_\_\_\_

State \_\_\_\_\_ Country \_\_\_\_\_

5. Please tick, if applicable :  Politically Exposed Person (PEP)  Related to Politically Exposed Person (PEP)**PHOTOGRAPH**Please affix  
your recent passport  
size photograph and  
sign across it

Name &amp; Signature of the Authorised Signatory (ies)

Date :



**D. PAST ACTIONS**

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

- 1. ....
- 2. ....
- 3. ....

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

• **If Client is dealing through the sub-broker, provide the following details:**

Sub-broker's Name : .....

SEBI Registration No. : .....

Registered Office Address : ..... Pin Code :

Phone : ..... Fax : .....

Website : .....

• **Whether dealing with any other stock broker/sub-broker** (if case dealing with multiple stock brokers/sub-brokers, provide details of all)

Name of Stock Broker : .....

Name of Sub-broker (if any) : .....

Registered Office Address : ..... Pin Code :

Client Code :  Exchange : .....

Details of disputes/dues pending from/to such stock broker/sub- broker : .....

**F. ADDITIONAL DETAILS**

• Whether you wish to receive physical contract note or Electronic Contract Note (ECN) (please specify) :

Physical Contract Note       Electronic Contract Note

Specify your Email id, if applicable : .....

• Whether you wish to avail of the facility of internet trading/ wireless technology  Yes  No (please specify.....)

• Number of years of Investment/Trading Experience ..... Years

• In case of non-individuals, name, designation, PAN, UID, signature, residential address and photographs of persons authorized to deal in securities on behalf of  Company  Firm  Others..... SAME AS ANNEXURE -2

• Any other information : .....

**G. INTRODUCER DETAILS (Optional)**

Name of the Introducer : .....

Status of the Introducer :  Sub-broker       Remisier       Authorized Person       Existing Client

Employee       Others, please specify.....

Address of the Introducer : ..... Pin Code :

Phone No. of the Introducer : .....

Signature of the Introducer : .....

**H. OTHER DETAILS**

1. Gross Annual Income Details (please specify):

Income Range per annum  Below ₹ 1 Lac  ₹ 1-5 Lac  ₹ 5- 10 Lac  ₹ 10-25 Lacs  Above ₹ 25 Lacs**OR** Net-worth as on  \_\_\_\_\_ (Net worth should not be older than 1 year)

2. Occupation (please tick any one and give brief details)

 Private Sector  Public Sector  Government Service  Business  Professional  Agriculturist  
 Retired  Housewife  Student  Others\_\_\_\_\_3. Please tick, If applicable  Politically Exposed Person (PEP)  Related to a Politically Exposed Person (PEP)

4. Any Other Information :.....

**DECLARATION**

1. I/We hereby declare that the details furnished above are true and correct to the best of my/our knowledge and belief and I/we undertake to inform you of any changes therein, immediately. In case any of the above information is found to be false or untrue or misleading or misrepresenting, I am/we are aware that I/we may be held liable for it.
2. I/We confirm having read/been explained and understood the contents of the document on policy and procedures of the stock broker and the tariff sheet.
3. I/We further confirm having read and understood the contents of the 'Rights and Obligations' document(s) and 'Risk Disclosure Document'. I/We do hereby agree to be bound by such provisions as outlined in these documents. I/We have also been informed that the standard set of documents has been displayed for Information on stock broker's designated website, if any.

Place : .....

Date : \_\_\_\_\_  
(Signature of Client)

**FOR OFFICE USE ONLY**UCC Code allotted to the Client : 

	Documents verified with Originals	Client Interviewed By	In-Person Verification done by
Name of the Employee			
Employee Code			
Designation of the Employee			
Date			
Signature			

I / We undertake that we have made the client aware of 'Policy and Procedures', tariff sheet and all the non-mandatory documents. I/We have also made the client aware of 'Rights and Obligations' document (s), RDD and Guidance Note. I/We have given/sent him a copy of all the KYC documents. I/We undertake that any change in the 'Policy and Procedures', tariff sheet and all the non-mandatory documents would be duly intimated to the clients. I/We also undertake that any change in the 'Rights and Obligations' and RDD would be made available on my/our website, if any, for the information of the clients.

For **MLB Capital Pvt. Ltd.**

Authorized Signatory (ies)

Date : 

Seal/Stamp of the Stock Broker

**INSTRUCTIONS/ CHECK LIST**

1. 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 stock broker need to be provided by the client from time to time.
2. 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.
3. Demat master or recent holding statement issued by DP bearing name of the client.
4. For Individuals
  - a. 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.
  - b. 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.
5. For Non-Individuals
  - a. Form need to be initialized by all the authorized signatories.
  - b. Copy of Board Resolution or declaration (on the letterhead) naming the persons authorized to deal in securities on behalf of company/firm/others and their specimen signatures.

**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).
- 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**

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
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, Bye-laws, 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 thereunder 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 thereunder.

#### **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 thereunder 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/stock-broker 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 sub-broker 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 e-mail 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 e-mail as an attachment, the attached file shall also be secured with the digital signature, encrypted and non-tamperable.
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-tamperable 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 thereunder 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 thereunder 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.

## INTERNET & WIRELESS TECHNOLOGY BASED TRADING FACILITY PROVIDED BY STOCK BROKERS TO CLIENT

**(All the clauses mentioned in the 'Rights and Obligations' document(s) shall be applicable.**

**Additionally, the clauses mentioned herein shall also be applicable.)**

1. Stock broker is eligible for providing Internet based trading (IBT) and securities trading through the use of wireless technology that shall include the use of devices such as mobile phone, laptop with data card, etc. which use Internet Protocol (IP). The stock broker shall comply with all requirements applicable to internet based trading/securities trading using wireless technology as may be specified by SEBI & the Exchanges from time to time.
2. The client is desirous of investing/trading in securities and for this purpose, the client is desirous of using either the internet based trading facility or the facility for securities trading through use of wireless technology. The Stock broker shall provide the Stock broker's IBT Service to the Client, and the Client shall avail of the Stock broker's IBT Service, on and subject to SEBI/Exchanges Provisions and the terms and conditions specified on the Stock broker's IBT Web Site provided that they are in line with the norms prescribed by Exchanges/SEBI.
3. The stock broker shall bring to the notice of client the features, risks, responsibilities, obligations and liabilities associated with securities trading through wireless technology/internet/smart order routing or any other technology should be brought to the notice of the client by the stock broker.
4. The stock broker shall make the client aware that the Stock Broker's IBT system itself generates the initial password and its password policy as stipulated in line with norms prescribed by Exchanges/SEBI.
5. The Client shall be responsible for keeping the Username and Password confidential and secure and shall be solely responsible for all orders entered and transactions done by any person whatsoever through the Stock broker's IBT System using the Client's Username and/or Password whether or not such person was authorized to do so. Also the client is aware that authentication technologies and strict security measures are required for the internet trading/securities trading through wireless technology through order routed system and undertakes to ensure that the password of the client and/or his authorized representative are not revealed to any third party including employees and dealers of the stock broker.
6. The Client shall immediately notify the Stock broker in writing if he forgets his password, discovers security flaw in Stock Broker's IBT System, discovers/suspects discrepancies/ unauthorized access through his username/password/account with full details of such unauthorized use, the date, the manner and the transactions effected pursuant to such unauthorized use, etc.
7. The Client is fully aware of and understands the risks associated with availing of a service for routing orders over the internet/securities trading through wireless technology and Client shall be fully liable and responsible for any and all acts done in the Client's Username/password in any manner whatsoever.
8. The stock broker shall send the order/trade confirmation through email to the client at his request. The client is aware that the order/trade confirmation is also provided on the web portal. In case client is trading using wireless technology, the stock broker shall send the order/trade confirmation on the device of the client.
9. The client is aware that trading over the internet involves many uncertain factors and complex hardware, software, systems, communication lines, peripherals, etc. are susceptible to interruptions and dislocations. The Stock broker and the Exchange do not make any representation or warranty that the Stock broker's IBT Service will be available to the Client at all times without any interruption.
10. The Client shall not have any claim against the Exchange or the Stock broker on account of any suspension, interruption, non-availability or malfunctioning of the Stock broker's IBT System or Service or the Exchange's service or systems or non-execution of his orders due to any link/system failure at the Client/Stock brokers/Exchange end for any reason beyond the control of the stock broker/ Exchanges.

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/g 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 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.

**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.nseindia.com](http://www.nseindia.com), [www.bseindia.com](http://www.bseindia.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.

**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 the 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 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.

**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 gives 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.

**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 have 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. Refusal of orders for penny Stocks :-**

The client is aware and agrees that the stock broker may refuse or restrict a client in placing the order in certain securities depending on various conditions like volume/value/part of illiquid scrips / Z group of securities, although a client may have credit balance or sufficient margin in the trading account. List of such scrips will be reviewed on a periodical basis and will be updated on MLB website.

However, stock broker under exceptional circumstances may execute cliental order. The stock broker, has the discretion to reject execution of such orders based on its risk perception.

**2. Setting Up client's Exposure Limit**

The client is aware and agrees that the stock broker may set the Exposure limits on the basis of available base capital which may comprise Ledger and stocks (after suitable margin hair cut). The limits may be allowed on a multiplier basis to the available capital or actual VAR margin basis or a specified margin depending on the Market conditions. Client agrees that said limit parameters is a dynamic process that is allowed at the discretion of the stock broker based on the market conditions and their risk perception about the market. However on exceptional situation broker may use its own discretion in providing the limits and may change for a client or for all depending on market condition.

**3. Applicable Brokerage Rate**

- a) The stock broker is eligible to charge brokerage with respect to transactions effected by it in various segment as mentioned herein below -
  - For Capital Market Segment - The maximum brokerage in relation to trades effected in the securities admitted to dealings on the Capital Market Segment of the Exchange shall be 2.5% of the contract price exclusive of statutory levies. It is further clarified that where the sale / purchase price value of a share is Rs. 10/- or less, a maximum brokerage of 25 paise per share may be charged.
  - For Option Contracts - Brokerage for options contracts shall be charged on the premium amount at which the option contract was bought or sold and not on the strike price of the option contract. The brokerage on option contract shall not exceed 2.5%

of the premium amount or Rs. 100 (per lot) whichever is higher.

- b) The stock broker may charge different Brokerage for Deliverable and Intraday transactions.
- c) The client is aware that any request for change in the brokerage rate has to send in writing to the Branch who in turn will forward the request to Head Office of the stock broker. Acceptance / rejection of such request is at the discretion of the stock broker.
- d) Other Levies, charges, service tax e.t.c. will be charged on Brokerage as per Rules prescribed by the Government/Regulatory Agencies.

All the above charges and levies debited to clients would be mentioned in the Contract Note send to client.

**4. Imposition of penalty / delayed payment charges :**

- a) The client is required to pay all amounts due to the stock broker on its due date. The amount due to broker shall include all type of Margin and Pay-in obligation or on account of any other reason.
- b) In case the client does not pay the amount due on time, the stock broker shall charge delayed payment charges up to the rate of 2% per month on the daily outstanding value or at such rates as may be determined from time to time by the stock broker. In case of Capital Market and F&O Segment, interest will be charged from the time it become due till the time obligation is cleared by the client. The objective of charging such a charge is to force a client to clear their dues on a timely basis.
- c) The client agrees that the stock broker may impose fines/ penalty for any orders / trades of the client which are contrary to this agreement / rules / regulations of the Exchange. Further, under the instances where the stock broker has been penalized from any Authority on account of / as a consequence of orders / trades of the client, the same shall be borne by the client.

**5. 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 dues :-**

The Client shall provide timely funds/securities for the purchase/sale of securities to the broker for meeting his



obligation to the Exchange. In case of client falling short of providing fund/securities the stock broker has the right to close the positions. The Stock Broker has the right to sell client's securities or close clients position with or without giving prior notice to client on account of non payment of dues to the extent of ledger debit / to the extent of margin obligation. The broker can liquidate the securities brought or collaterals given or any other securities given in any other form for clearing the clients obligations.

#### 6. Shortages in obligations arising out of internal netting of trades.

The client agrees to the laid down policy and procedure followed for handling shortages arising out of internal netting of trades, as mentioned herein below:

Close out price will be the Highest Weighted Average price for any day recorded in the scrip from the trading day on which the transaction took place up to the day of auction or the closing price on the day of auction i.e. T + 3 + 2% (for NIFTY INDEX scrips) and 5% (for other scrips).

To summarise the buyer will get credit as given below :

Highest Weighted Average price (T to T + 3) or closing price on T + 3 (whichever is higher), + 2% (for NIFTY INDEX SCRIPS)

Highest Weighted Average price (T to T + 3) or closing price on T + 3 (whichever is higher), + 5% (for OTHER SCRIPS)

The seller will be debited by the same amount + 0.50% penalty. (Above defined parameters are subject to change from time to time)

#### 7. Conditions under which a client may not be allowed to take further position or the broker may close the existing position of a client :-

In case overall position in a scrip / derivatives contracts has reached the Regulators prescribed Exchange limit / Market Wide Open Interest limit, then client may not be allowed to take further position, till such time Regulator prescribed limits comes down to create a new position.

Further, the stock broker may close the existing position of a client to the extent of Debit balances to release the Margin from the Exchange. In case if the stock broker has sufficient Margin cover on behalf of its client, it may still decide based on the market conditions and risk perception not to allow further position or may close the existing position of a client.

#### 8. The Temporary Suspension / Closure Accounts

- a) The client may request the stock broker for temporary suspension / closure of his trading account by sending a written request to Branch. This request will be in turn sent by Branch to Head Office for further processing where after verification of the client details, the trading account of the client will be suspended.
- b) The client would be required to clear all his dues/ settlement of obligations before his account is temporarily suspended. The client may also be required to fulfill other conditions, on a case to case basis.
- c) The stock broker can withhold the payouts of client and suspend/close his trading account due to any internal/ regulatory action.
- d) Upon suspension/closure of trading account an intimation will be sent to the client within 15 days of suspension.

#### 9. Deregistering a client

In addition to what the client has agreed in the agreement, the stock broker may terminate a client with immediate effect, but not limited to the following reasons –

- a) If the client is debarred by SEBI or any other regulatory authority.
- b) As a part of surveillance measure, if a client appears to be indulging in manipulative practices.
- c) Under the circumstances when there is a reasonable ground to believe that the client is unable to clear its dues or has admitted its inability to pay its debt.
- d) If the client violates any of the terms of the agreement.

#### 10. Treatment of Inactive Clients

The client is aware that the policy for treatment of Inactive clients is displayed at the website [www.mlbcapital.com](http://www.mlbcapital.com)

#### 11. Handling of the Client securities – Policy on Client unpaid Securities Account (CUSA)

The client agrees to the laid down policy and procedures, as mentioned herein below, followed for Handling of the clients Funds and Securities by Trading Members/ Clearing members with respect to SEBI Circular No. CIR/HO/MIRSD/ DOP/CIR/P/2019/75 dated June 20, 2019 and subsequent FAQ issued by the Exchanges.

**Return of Excess Securities :**

Client may transfer the securities in “Client Collateral Account/”Collateral Account” towards the margin obligations. Excess securities of the clients, if any, held in “Client Collateral/Collateral” account shall be released to clients along with their funds’ settlement (i.e. once in every 30/90 days) after making necessary retention in accordance with NSE circular NSE/INSP/36889 dated 02-Feb-2018. In case there are no fund payables to clients, securities shall be settled to the client in the same periodicity as consented by the client for the settlement of fund.

**Liquidation of Securities in case of Non-fulfilment of client’s funds obligation :**

If the client is not able to fulfil Funds Obligations, then the unpaid securities shall be transferred to “client unpaid securities account” either to be disposed-off within 5 trading days from the date of pay-out or may be transferred to client’s demat account as per the Risk Management(RMS) Policy of the “MLB”.

**Payment Terms :**

The client is required to fulfil the pay-in obligations on or before T+2 day. If the client fails to meet its funds pay-in obligation on T+2day, then the securities may be liquidated within 5 days from the Pay-out date or returned to the client as per the RMS policy of the MLB. Profit/loss on the liquidation of the unpaid securities, if any, shall be transferred to/adjusted from the respective client account. The losses, if any, incurred due to liquidation of the unpaid securities shall be adjusted from the other collateral of the client deposited with MLB.

*Client acceptance of policies and procedures mentioned hereinabove –*

*I/We have fully understood and agree to sign the same. Above policies and procedures may be amended/ changed unilaterally by the stock broker provided the same is informed to me/us.*


**BROKERAGE SLAB****CASH SEGMENT - NSE / BSE**

Brokerage Slab	Slab %	Minimum Paise
Delivery Based		
Daily Square up		

**EQUITY DERIVATIVES SEGMENT - NSE / BSE**

Brokerage Slab	Slab %	Minimum Paise / Per Lot
Future		
Option		

**CURRENCY DERIVATIVES SEGMENT - NSE / BSE**

Brokerage Slab	Slab %	Minimum Paise / Per Lot
Future		
Option		

- Statutory Levies such as STT, SEBI Turnover fees, Exchange Transaction Charges, Stamp Duty, GST shall be levied as applicable from time to time. In case any additional charge levied by statutory authorities shall also be recovered from the clients.
- Other charges such as Clearing charges, Delayed payment charges, Demat transfer/Inter-settlement charges, Bank charges for cheque dishonour, Payment Gateway charges, Auction charges @ 0.5% shall be charged.
- In case of Physical Contract Note, a Difference of Rs. 25/- per in total Brokerage booked on a Particular date would be charged towards minimum processing fee.
- Any penalty levied by Exchange, SEBI and other authorities due to act of client shall be recoverable.



**OPTIONAL****NSE - MFSS Facility**

(Letter to be provided by the Investor to the Participant)

Date: 

D	D	M	M	Y	Y	Y	Y
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To,

**MLB CAPITAL PVT. LTD.**

Regd. Office : 301, Pratap Chambers, Gurudwara Road, Karol Bagh, New Delhi-110005

Ph.: 011-45060600, 28750370, Fax : 011-45060666, 28759898

Dear Sir,

**Sub: Mutual Fund Service System (MFSS) facility**

I/We ..... am/are registered as your client with Client Code No. .... and have executed the Trading Member and Client Agreement for the purpose of trading in the Capital Market segment of National Stock Exchange of India Ltd. (Exchange).

I/We am/are interested in availing the MFSS facility of the Exchange for the purpose of dealing in the units of Mutual Funds Schemes permitted to be dealt with on the MFSS of the Exchange.

For the purpose of availing the MFSS facility, I/we state that Know Your Client details as submitted by me/us for the stock broking may be considered for the purpose of MFSS and I/we further confirm that the details contained in same remain unchanged as on date.

I/We am / are willing to abide by the terms and conditions as mentioned in the Circular dated 24 November 2009 and as may be specified by the Exchange from time to time in this regard.

I/We shall ensure also compliance with the requirements as may be specified from time to time by Securities and Exchange Board of India and Association of Mutual Funds of India (AMFI).

I/We shall read and understand the contents of the Scheme Information Document and Key Information Memorandum, addenda issued regarding each Mutual Fund Schemes with respect to which I/we choose to subscribe/redeem. I/We further agree to abide by the terms and conditions, rules and regulations of the Mutual Fund Schemes.

I/Wetherefore request you to register me/us as your client for participating in the MFSS.

Thanking you,

Yours faithfully,

 \_\_\_\_\_

Signature :

**Details of terms & conditions for the Investor / Client for using New MFSS facility****1. Pre-requisites for becoming Investor / Client for the New MFSS facility**

- 1.1 The client who is desirous of investing in units of mutual fund schemes through the New MFSS.
- 1.2 The Client intends to execute his instruction for the subscription/redemption of units of Mutual Fund Schemes through the Participant of the New MFSS.
- 1.3 The client has satisfied itself of the capacity of the Participant to deal in Mutual Fund units and wishes to execute its instruction through the Participant and the client shall from time to time continue to satisfy itself of such capability of the Participant before executing transacting through the Participant.
- 1.4 The Client has approached to the Participant with the application for availing the New MFSS facility.
- 1.5 The client has submitted relevant KYC (Know Your Client) details to the Participants

**2. Terms and Conditions**

- 2.1 The client shall be bound by circulars issued by NSEIL, Rules, Regulations and circulars issued there under by SEBI and relevant notifications of Government authorities as may be in force from time to time.
- 2.2 The client shall notify the Participant in writing if there is any change in the information in the 'client registration form' provided by the client to the Participant at the time registering as a client for participating in the New MFSS or at any time thereafter.
- 2.3 The client shall submit to the Participant a completed application form in the manner prescribed format for the purpose of placing a subscription order with the Participant.
- 2.4 The client has read and understood the risks involved in investing in Mutual Fund Schemes.
- 2.5 The client shall be wholly responsible for all his investment decisions and instruction.
- 2.6. The client shall ensure continuous compliance with the requirements of the NSEIL, SEBI and AMFI.
- 2.7 The Client shall pay to the Participant fees 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 Participant renders to the Client.
- 2.8 The client will furnish information to the Participant in writing, if any winding up petition or insolvency petition has been filed or any winding up or insolvency order or decree or award is passed against him or if any litigation which may have material bearing on his capacity has been filed against him.
- 2.9 In the event of non-performance of the obligation by the Participant, the client is not entitled to claim any compensation either from the Investor Protection Fund or from any fund of NSEIL or NSCCL.
- 2.10 In case of any dispute between the Participants and the investors arising out of the MFSS facility, NSEIL and / or NSCCL agrees to extend the necessary support for the speedy redressal of the disputes.



**OPTIONAL****CONTRACT BETWEEN MLB & CLIENT**

This contract (hereinafter referred to as Contract) is made and executed at ..... this.....day of.....,20..... between MLB Capital Pvt. Ltd., a body corporate, incorporated under the provisions of the companies act, 1956, and having its registered office at Regd. Office : 301, Pratap Chambers, Gurudwara Road, Karol Bagh, New Delhi-110005 (hereinafter called MLB) which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns, as the case may be, of the one part;

And

Mr./Ms..... an Individual/a Sole Proprietary concern/a Partnership Firm/a HUF/a Body Corporate or any other legal entity registered/ incorporated under the provisions of the relevant act, whose particulars are given hereunder at the execution page (hereinafter called "the Client") and having his/its office/registered office at..... which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include his/her heirs, executors, administrators and legal representatives/the partners for the time being of the said firm, the survivor or survivors of them, the member or members for the time being of the Hindu Undivided Family (HUF) and their respective heirs, executors, administrators and legal representatives/its successors, as the case may be, of the other part;

MLB and Client are referred to hereinafter individually as a Party and collectively as Parties.

Whereas:

- A. Client desirous of availing services/ facilities available with MLB had entered into agreement(s) with MLB.
- B. The Client finds that it is necessary to enter into this Contract to bring out clearly the scope of services to be rendered by MLB and responsibilities of Client and MLB respectively.
- C. MLB and Client enter into this Contract to reduce to writing the understanding between Client and MLB agreeing to be bound by the terms and conditions as given hereunder in consideration of the mutual covenants contained herein and other good considerations sufficiency of which is hereby acknowledged by MLB as well as Client.

Now, in view of the foregoing

In this Contract, unless the context otherwise requires:

- a) Words denoting the singular number shall include the plural

vice versa;

- b) The pronouns "he", "she", "it" and their cognate variations are used as inter changeable and should be interpreted in accordance with the context;
  - c) Words denoting a person shall include an individual, corporation, company, partnership, trust or other entity; provided however that clauses specifically applicable to a company or body corporate shall not apply to any other entity;
  - d) References to the word "include" or "including" shall be construed without limitation;
  - e) Reference to any party to this Contract or any other agreement or deed or other instrument shall include its successors or permitted assigns;
  - f) References to recitals and clauses shall be deemed to be a reference to the recitals and clauses of this Contract;
  - g) References to any enactment shall be construed as referring also to any amendment or re-enactment thereof and to any rule, bye-law, regulation, business requirement, specification, order, notification, circular or other provision made under it.
1. The Client assures MLB that he / she / it is eligible to enter into this Contract under the applicable laws. The Client shall continuously monitor his / her / its eligibility to act under the applicable laws including but not limited to Securities and Exchange Board of India (SEBI) Act and Regulations framed thereunder such as insider trading etc. Foreign Exchange Management Act (FEMA) and Regulations thereunder, Income Tax Act and any other act/law / rules and regulations in force. If at any time this assurance ceases to be applicable, Client shall refrain from dealing with MLB forthwith.
  2. The Client hereby acknowledges that he/she/it is aware that there exist certain regulations/ restrictions etc. under Foreign Exchange Management Act and / or issued by Reserve Bank of India (RBI) regarding investment by foreign entities/persons including non resident Indians (NRIs). The Client hereby agrees to be solely responsible to make investments only as per applicable limits/ regulations in force from time to time.
  3. The Client agrees to keep himself/ herself/ itself updated regarding the changes in the rules, regulations, bye laws of the stock exchange(s) & / or guidelines issued by SEBI and/or the requirements/procedures of MLB. The Client agrees that





he/she/it shall keep a track of any & all such changes by logging on to the respective websites of the exchange(s) (www.nseindia.com) or SEBI (www.sebi.gov.in) or MLB Capital Pvt. Ltd. (www.mlbcapital.com).

4. The Client shall ensure that he/she/it shall not deal through MLB on the stock exchange of which he/she/it is registered as a broker or a sub broker through any broker other than MLB except with the permission of exchange.
5. The Client agrees to ensure that he / she / it shall not act as a sub-broker / intermediary without getting registered under the provision of law in force.
7. It is Clearly understood and agreed to by Client that no service/ facility in the nature of portfolio management advisory services etc. are contemplated under the agreement(s) and Contract between the Client and MLB. No person working for or under MLB whether dealer, relationship manager, sub-broker or authorized person is permitted to provide any services/facilities except that of order placement in trading system (subject to limitations stated above) upon directions of Client. If the Client accepts any portfolio management services/advises/ discretionary trading arrangement / facility from any person including but not limited to dealer, relationship manager, sub-broker or authorized person then in that event MLB shall in no way be responsible for the outcome of such services / facilities accepted by Client and the relationship of Client with any person including with any dealer, relationship manager, sub-broker or authorized person shall be a personal, mutual and private relationship between the Client and such person(s) including dealer, relationship manager, sub-broker or authorized person and Client shall have no recourse/right against MLB what so ever either in law or equity.
8. The Client agrees and acknowledges that trading over telecom networks involves many uncertain factors and complex hardware, software, systems, communication lines, peripherals, etc. which are susceptible to interruptions, malfunctioning and dislocations etc. MLB does not make any representation or warranty about uninterrupted trading facility and as such, under no circumstances shall MLB or anyone involved in creating, producing, delivering or managing MLB's services be liable for any direct, incidental, special or consequential damages that may result from the use of or inability to use the service, delay in transmission of any communication, in any case for any reason whatsoever (including on account of breakdown in systems) or due to any fraud committed by any person whether in the employment of MLB or otherwise.
9. The Client agrees that MLB does not guarantee and shall not be deemed to have guaranteed the timeliness, sequence,

accuracy, completeness, reliability or content of the market information or messages disseminated to the Client. The MLB shall not be liable for any inaccuracy, error or delay in, or omissions of any such data, information or messages, due either to any act or omission by MLB or to any "force majeure" event (e.g. Flood, extraordinary weather condition, earthquake or any other act of god, fire, war, insurrection, riot, labour dispute, accident, action of government, communication, power failure, shut down of the systems for any reason (including on account of computer viruses), equipment or software malfunction); any fraud committed by any person whether in the employment of MLB or otherwise or any other cause which is beyond the reasonable control of MLB.

10. The Client hereby authorizes MLB to take all such steps on the Client's behalf as may be required or advisable in MLB's opinion for compliance with the exchange provisions or any other law or provisions or to complete or settle any transactions entered into through or with MLB or executed by MLB on behalf of the Client. However, nothing contained herein shall oblige MLB to take such steps.
11. The MLB / service provider may require the Client to use such security measures as deemed fit including but not limited to security codes / passwords / customer user identification number / telephone personal identification number (t-pin) / digital signatures / smart cards etc. hereinafter collectively referred to as "security protocols", before accepting any orders & / or for permitting access to the systems / services / facilities made available by MLB / service provider. The Client agrees to change, wherever possible, such "security protocols" immediately on their receipt and periodically thereafter also. It shall be the responsibility of the Client using any online trading platform provided by MLB to completely log out rather than close/exit the browser/trading application window, MLB shall not be responsible or liable for any unauthorized trade and/or leakage/hacking of the Client's personal details and/ or financial information available on the trading platform should the Client be negligent in adhering to the same. The Client agrees, accepts and undertakes the sole responsibility for the usage, confidentiality, protection and secrecy of all such "security protocols". The Client unconditionally agrees that he / she / it shall be solely responsible for any / all uses of "security protocols" whether for accessing data / information or for giving orders / dealings. The Client agrees to bear any losses / damages which may be caused by any use of or non use of "security protocols" and it shall be no defence that such access to data / information & / or the orders / deals were made through unauthorized use of "security protocols" by any

person by whatever means including hacking, theft, forgery / electronic forgery or any other mode or manner . Notwithstanding anything stated hereinabove, on coming to know of any unauthorized access / use of any “security protocols”, it shall be the duty of the Client to take all necessary steps including but not limited to informing MLB in writing with full details of the same and ensuring that such breach, loss of passwords / security protocols and / or confidentiality are immediately stopped. MLB reserves right to suspend the client account/reject the orders in case of any misuse identified / wrong credential provided / any doubt on the person / manner providing the orders for and on behalf of client in the interest of safeguarding client's monies and avoid frauds.

12. Client understands that for performing the acts contemplated under this relationship/contract MLB has to use softwares and hardwares/machines etc. Client understand that as regards trading the softwares/programmes of stock exchanges are used with additional softwares permitted by stock exchanges such as (without limitation and as illustration) ODIN, NOW etc. While stock exchanges take all care have foolproof softwares/programmes and additional softwares/programmes such as ODIN are pre-approved by stock exchanges no warranty /guarantee is taken either by the vendors/suppliers of any these softwares/programmes of their foolproof/glitch/bug free performance always. Their operations can also be effected due to software viruses etc. which may interalia lead to disruption in trading / order entry and/or false/incorrect display of order/trade status including but not limited to display of trade confirmation etc. when actually trade has not occurred or has occurred contrary to display. Therefore the Client agrees that display or printout of any transactions taken out from any system / computer at the time of order entry or instructions entry or thereafter, including but not limited to net banking and/or electronic transfer of securities in depository etc., shall not be construed as the official record of the transactions/orders. MLB's or service providers' (such as bank's/stock exchanges/clearing house/clearing corporation/ depository participant/depository) final official record of transaction maintained in their own books of accounts or electronic systems shall only be the acceptable records and shall be conclusive and binding for all purposes (such as clearing file of stock exchanges etc.). The Client agrees that this is without prejudice to the right of MLB/service provider to rectify any discrepancy / differences which is due to any inadvertent human error/ system/ computer error etc., at any time without limitation, at the sole and absolute discretion of MLB and / or any of the service providers.

13. Client agrees to MLB tape-recording the conversations between Client / Client's representative and MLB's officers/

employees/ agents etc. in its absolute discretion, either personally or over the telephone. Such recordings may be relied upon by MLB as and when required, and the Client agrees not to challenge the evidentiary value of such recordings.

14. Client wants to make investments in mutual funds, initial public offerings/follow on public offerings, rights issue, fixed deposit(s), money market instruments, etc. and generally to invest in various avenues / products and to redeem/liquidate any investments and wants MLB to give effect to desires/ requirements of Client by giving orders/instructions (electronic/ physical/verbal) for the same and to sign any documents and/ or do any and all act(s) as may be required or are deemed necessary in opinion of MLB for these purposes from time to time
15. In case Client has made any purchase of securities and the delivery of the same falls short inter-Client at the broker level, Client hereby authorize MLB to make purchases of the same in the market to make available the delivery of the said securities to Client.
16. In case Client has made any sale of securities and due to any exigencies Client is unable to make available the delivery of the same in the designated account within the designated time and it is an inter Client delivery at broker level, Client hereby authorizes MLB to make purchases of the same in the market on Client's behalf to make available the delivery of the said securities to the opposite party.
17. Client hereby authorizes MLB to debit Client's account with depository services charges, bank charges on account of dishonor of cheques, stop payment instruction charges, demand draft/pay order/PGP charges, NEFT/RTGS charges, call and trade charges, SMS charges, settlement professional charges (for as may be applicable to NRIs), research service/ message fee, trading platform charges, application money and processing charges for mutual funds, initial public offerings/follow on public offerings, rights issue, fixed deposit(s), money market instruments, etc. generally various investment avenues / products, processing fees/charges towards contract note/statement of account etc. and any other such or similar fees / charges as may become applicable from time to time.
18. The Client further accepts and acknowledges that he would observe proper caution and due diligence while giving orders to the dealers / entering orders into trading platform provided by MLB. The client further agrees that he would not indulge in any trading activity resulting in the disturbance of the market

equilibrium including manipulation of the price of any scrips / contracts, synchronized deals with any person or any kind of orders / trades which may be considered as inappropriate/unacceptable by MLB/the relevant exchange(s)/ regulator(s). The Client acknowledges that MLB reserves the right to keep in abeyance the funds / securities as may be deemed fit by MLB depending upon the gravity of the violation or/and through trades done by/on behalf of the Client considered as inappropriate / unacceptable by MLB / the relevant exchange(s) / regulator(s). The client further understands and accepts that MLB also reserves the right to levy any penalty for such trades done by / on behalf of the Client considered as inappropriate / unacceptable by MLB / the relevant exchange(s) / regulator(s), as may be deemed fit by MLB / the relevant exchange(s) / regulator(s).

19. The Client hereby agrees that it is the sole responsibility of the Client to know the status/ declaration of all corporate benefits including but not limited to Rights Issue, Bonus Issue, Dividends and Stock Split of Shares/ Buy Back, etc, announced by Issuer Company from time to time, for securities of company(ies) in which Client intends to trade and/ or those which are kept by Client with MLB for ease of dealing/ margin/ collateral security etc. and make appropriate trading/dealing decisions by appropriately considering the impact of any corporate action(s). MLB is not required to act as an advisor to Client in any of these matters/ aspects. It is the Clients sole responsibility to track announcements of such corporate benefits MLB shall not be liable for any losses suffered by Client, if Client fails to apply to such corporate benefits for the shares held by MLB in beneficiary account on behalf of Client. Client may be keeping securities with MLB for ease of payment for ease of dealing / consideration as margin / security / collateral etc. Client understands that some corporate benefits will be passed onto the relevant account of MLB by issuer company(ies). It is understood and agreed that these corporate benefits will continue to remain with MLB unless a request ( to be binding upon MLB only if evidenced by a photocopy/carbon copy of such request duly receipted by manager and one more officer of relevant branch with stamp) is made by Client for transfer the same to Client's own account. The transfer by MLB shall not be immediate but take reasonable time, subject to there being no pay - in obligations/ margin obligations/ collateral obligations needed to be fulfilled by corporate benefits received.

Further, where Client is keeping securities with MLB for ease of dealing for consideration as margin/security/collateral etc., Client understands that some corporate benefits will require some action for obtaining the same, such as for rights issue etc. It is understood and agreed that Client shall free the

securities from any margin/collateral/security/pay -in obligations and get them moved through request (to be binding upon MLB only if evidenced by a photocopy/ carbon copy of such request duly receipted by manager and one more officer of relevant branch with stamp) given well in advance to Client's own beneficiary account and take necessary action for applying and/or receiving corporate benefits. In exceptional circumstances MLB may upon request (to be binding upon MLB only if evidenced by a photocopy/ carbon copy of such request duly receipted by manager and one more officer of relevant branch with stamp) given well in advance take actions for and on behalf of Client to / apply and / or receive such corporate benefits such as for Right Issue/Open Offer/Buy Back for the shares held by MLB on behalf of client (subject to Client making available free funds etc. for the same well in advance). However MLB shall not be liable for any loss/claim whatsoever in the event such application is rejected by Registrar /Company /Manager to the Issue for any reason.

20. The client agrees that he has been made aware and accepts the prevailing RMS policy / all other policies of MLB and further shall keep himself / herself updated of any future RMS policy that may be issued from time to time from the broker. The client shall also access the RMS policy from the MLB website from time to time.
21. The Client hereby agrees and understands that in case of any noncompliance and / or default by the Client such as cheque bouncing, trade change, F&O short margin, UCC violation, price rigging or for any other metter as may be decided by MLB from time to time, without prejudice to MLB's other rights, MLB may levy charges / penalty(ies) on the Client and debit such charges / penalty in the Client's account.
22. The Client agrees that MLB will not be responsible for partial execution of orders placed by the Client. The Client also agrees that all orders placed by him shall be treated as orders for that particular session only. In case the client wants the orders to be carried forward or extended for the day he shall communicate the same to MLB.
23. Suspension / deactivation of trading activities for Non-payment of amounts due from the Client including margin money.

The Client is aware that the Client is required to make full payment to MLB for the execution of the contract on the day of execution of trade. The Client is also aware that upfront margins as demanded by MLB will have to be paid for executing of the transactions. In the event of noncompliance, the Client explicitly agrees and authorizes MLB to suspend/ deactivate his / her accounts for non payment of the above





**OPTIONAL****RUNNING ACCOUNT AUTHORISATION**

To,

**MLB CAPITAL PVT. LTD.**

Regd. Office : 301, Pratap Chambers, Gurudwara Road, Karol Bagh, New Delhi-110005

Ph.: 011-45060600, 28750370, Fax : 011-45060666, 28759898

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 and/or Mutual Fund 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 settle my fund as per my choice mentioned below or such other higher period as allowed by SEBI/Stock Exchange time to time except the funds given towards collaterals/margin in form of Bank Guarantee and/or Fixed Deposit Receipt.
3. In case I/We have an outstanding obligation on the settlement date, you may retain the requisite securities/funds/Mutual Fund Units 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.
4. 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 7 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.
5. I/We further authorize you to retain an amount of upto Rs. 10,000/- (net amount across segment and across stock exchanges) in order to avoid administrative/operational difficulties in settling my/our account. The same may be released on my/our specific request.
6. The running account authorization provided by me shall continue and remain valid until it is revoked by me anytime in writing.

I/We authorise you to actually settle the account with you atleast once in a calendar month / once in a calendar quarter.

*(strike off whichever is not applicable)*

Thanking you,

Yours faithfully,

 \_\_\_\_\_

Signature with date

Name : .....

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

**OPTIONAL****VERBAL ORDER ACCEPTANCE AUTHORISATION**

To,

**MLB CAPITAL PVT. LTD.**

Regd. Office : 301, Pratap Chambers, Gurudwara Road, Karol Bagh, New Delhi-110005

Ph.: 011-45060600, 28750370, Fax : 011-45060666, 28759898

I/We have been / shall be dealing through you as my / our broker on the Capital Market, Mutual Fund and/or Futures & Options and/or Currency Derivative Segments. As my / our broker i.e. agent I / we direct and authorize you to carry out trading / dealings on my / our behalf as per instructions given below


I/We agree and acknowledge that it is advised and preferred you that I/We give instructions for order placement/ modification and cancellation in writing and to avoid disputes, I/we must give instructions in exactly the format in duplicate (carbon copy/ photocopy) and take signatures of your duly authorised officers at the branch along with your company stamp on the carbon/photocopy of the instructions in acknowledgement of receipt of my/our instructions.

However as I/We shall be dealing by ordering over phone and even if we visit the branch, the fluctuations in market are so rapid that it is not practical to give written instructions for order placement/modification and cancellation, I/We hereby authorize you to accept my /our/ authorised representative's verbal instructions for order placement/modification and cancellation in person or over phone (fixed line or mobile phone) and execute the same. I /We understand the risk associated with verbal orders and accept the same, and agree that I/We shall not be entitled to disown orders and consequent trades (if any) under the plea that same were not under mine/our instructions. I/We agree that I/We will not have the right to shift the burden of proof by asking you to prove the placement of orders through telephone recording or otherwise.

I/We shall be liable for all losses, damages and actions which may arise as a consequence of your adhering to and carrying out my / our directions given above.

Thanking you,

Yours faithfully,

 \_\_\_\_\_

Signature with date

Name : .....

**AUTHORISATION FOR INSTRUCTIONS BY THIRD PERSON**

To,

**MLB CAPITAL PVT. LTD.**


Regd. Office : 301, Pratap Chambers, Gurudwara Road, Karol Bagh, New Delhi-110005

Ph.: 011-45060600, 28750370, Fax : 011-45060666, 28759898

I / We authorise Mr. / Ms. \_\_\_\_\_ to deal / transact on my / our behalf and to place orders, give instructions, make a receive payments of securities and monies, collect contract notes, bills order confirmations, trade confirmations, account statements and any other documents or communications, to sign any document, settle the account, enter into any compromise and to do any and all act(s) on my / our behalf which I / We can do. And I / We do hereby agree and declare and confirm that all the acts things done by above named or his / her substitutes shall be my / our own acts, deeds and things validly done by me / us to all intents and purposes.

Thanking you,

Yours faithfully,

Signature :  \_\_\_\_\_

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

**OPTIONAL****LETTER OF AUTHORISATION TO TRANSFER/PLEDGE THE SECURITIES WITH CLEARING MEMBER/CORPORATION**

*Required only if trading in Equity/Currency Derivatives segment and where securities are to be utilised against margin obligations.*

To,

**MLB CAPITAL PVT. LTD.**

Regd. Office : 301, Pratap Chambers, Gurudwara Road, Karol Bagh, New Delhi-110005

Ph.: 011-45060600, 28750370, Fax : 011-45060666, 28759898


**SUBJECT : LETTER OF AUTHORISATION TO TRANSFER/PLEDGE THE SECURITIES WITH CLEARING MEMBER/CORPORATION**

I/We are dealing through you as a client registered in NSE/BSE in Future & Options/ Currency Derivatives. I/We have given you the securities as margin. I/We hereby confirm and declare that:

1. The Securities are in existence, owned by me/us and are and shall be free from any charge, lien or encumbrance, whether prior or otherwise
2. That I/We hereby authorize member to utilize any such securities retained in my/our account with you for my dealings in any segment towards collateral.
3. That I/We hereby authorize member to deposit / pledge these securities with a clearing house / clearing member /exchange to provide or adjust for cash - limits / margins.
4. That these securities shall be valued at current market prices and credit (referred as collateral amount) shall be assigned only after applying the due hair-cut percentages, which shall vary from security to security.
5. That I/We undertake to replenish any shortfall in the value of securities in the form of additional securities and / or cash, as is acceptable to member by the start of the next trading session from the time of member intimating me/us on such shortfall either orally or in writing.
6. That I/We hereby authorize member to dispose / liquidate my/our securities to meet any shortfall in margins and / or adjust any outstanding dues in my/our account with member.
7. That I/We shall intimate member in advance for any release of securities from your custody / from such entity with which those securities may have been deposited pledged. I / we accept that member shall not be releasing the securities pending any outstanding positions and dues in my/our account with member. Further member shall transfer the securities lying in the credit of the client within one working day of the request if the same are lying with him and within three working days from the request if the same are lying with the Clearing Member/Clearing Corporation.
8. That I/We shall intimate member at least 2 days in advance, but under no circumstance later than "T" days (T refers to a sale transaction date) to adjusting my/our securities with you against my/our sale obligation in the same securities in any exchange - segment. I/We hereby undertake to fulfill any shortfall in the collateral amounts arising out of such adjustment of securities, before the scheduled securities pay-in-date at the exchange, failing which member shall not be responsible for shortage in securities pay-in.
9. That in future I/We shall not make any claim from member, in any manner whatsoever for any losses and costs arising of shortage in securities pay-in mentioned in point 7 & 8 and delay in releasing my securities back, due to reasons associated with depository participant / clearing house / clearing member.
10. This authorization may be revoked at any time by me/us by giving written notice to the member.

Thanking you,

Yours truly,

Signature with date  \_\_\_\_\_

Name : .....

**VOLUNTARY DOCUMENT**







To,

**MLB CAPITAL PVT. LTD.**

Regd. Office : 301, Pratap Chambers, Gurudwara Road, Karol Bagh, New Delhi-110005

Ph.: 011-45060600, 28750370, Fax : 011-45060666, 28759898

Dated : .....

	Client Signature
1. I hereby agree to pay all the amount due to the broker on its due date. The amount due to the broker shall include all types of margin and pay-in-obligation. In case if I do not make payment by due date I understand and agree to pay delayed payment charges chargeable on the amount remaining outstanding as levied by the stock broker and / or sell the securities lying with the stock broker.	 _____
2. In case of my dealing in different segments of different exchanges, you may kindly facilitate me by adjusting the amount lying to my credit in one segment/exchange with the debit arising out of my transaction in the another segment/exchange.	 _____
3. As I / We agree to open an account with you, I / We agree to intimate / inform the details of my relatives, from time to time ('Relative' shall mean and include relatives as defined under Section 6 of 'the Companies Act, 1956') that may open trading account with you on the Stock Exchanges. In case I fail to intimate / inform you, I authorize you to identify the same if possible at your end. In case of any default in the account of any of such 'relatives', I / We hereby authorise you to set off and adjust the outstanding amounts of money and / or securities in any of the said accounts against credits of money and / or securities available or arising in my / our account irrespective of the fact that such credits in the accounts may pertain to transactions in any segment of any exchange and / or against the value of margins and /or collateral securities provided to you by me / us. I / We also authorize you to pass appropriate journal entries in order to give effect to the same any time after three months from the date of the transactions or as may be deemed fit by you.	 _____
4. I / We have a trading account as well as a Demat account with MLB Capital Pvt. Ltd. For the convenience of payment of all the charges, pertaining to my demat account. I / We hereby request you to debit my trading account with all the DP account charges, as and when the bill is raised by MLB (Depository Participant). Further, I understand that in case of any non-compliance of the Bye Laws, Rules and Regulations as laid down by SEBI / Exchanges and / or the Depositories, and for any other matters that may be decided by MLB from time to time, MLB may charge penalty on me. Such penalty amount shall be directly debited to my account.	 _____
5. I am/ We are fully aware that MLB Capital is engaged in proprietary trading in addition to client based business.	 _____
6. With regards to my/our email/mobile no., I/we understand, in case I/we am/are not able to provide separate contact details or provide null information, it will be assumed that I/we are not having proper email id /mobile number for the updation in your records. Further I/we would like to confirm that the contact details I/we have provided to you could be common which I am sharing with my other family members i.e. Spouse / dependent children / dependent parents.	 _____

**DECLARATION BY HUF**

To,

**MLB CAPITAL PVT. LTD.**

Regd. Office : 301, Pratap Chambers, Gurudwara Road, Karol Bagh, New Delhi-110005

Ph.: 011-45060600, 28750370, Fax : 011-45060666, 28759898

Date : .....

As our HUF firm wishes to open an account with you in the said name.....

we beg to say that the first signatory to this letter, i.e., .....is the Karta of the Joint Family and other signatories are the adult co-parceners of the said family.

We further confirm that the business of the said joint family is carried on mainly by the said Karta as also by the other signatories hereto in the interest and for the benefit of the entire body of co-parceners of the joint family. We all undertake that claims due to you from the said family shall be recoverable personally from all or any of us and also for the entire family properties of which the first signatory is the Karta, including the share of minor co-parceners

In view of the fact that ours is not a firm governed by the Indian Partnership Act of 1952, we have not got our said firm registered under the said Act.

We hereby undertake to inform you of the death or birth of a co-parcener of any change occurring at any time in the membership of our joint family during the currency of the account.

This is to certify that following are the family members under _____ (HUF)										
S. No.	Name	Gender (Male/Female)	Relationship with Karta	Date of Birth						
1.				D	D	M	M	Y	Y	Y
2.				D	D	M	M	Y	Y	Y
3.				D	D	M	M	Y	Y	Y
4.				D	D	M	M	Y	Y	Y
5.				D	D	M	M	Y	Y	Y
6.				D	D	M	M	Y	Y	Y
7.				D	D	M	M	Y	Y	Y

For \_\_\_\_\_ (HUF)

\* Please stamp and sign.

 \_\_\_\_\_  
Client Signature (Karta)



MLB CAPITAL PVT. LTD.

# FATCA & CRS Declaration - Non-Individual

PAN  Trading Code  DP Code

Name

Place of Incorporation  Country of Incorporation

Address Type  Residential  Business  Residential / Business

Gross Annual Income  Below Rs. 1 Lac  Rs. 1 Lac to 5 Lac  Rs. 5 Lac to 10 Lac  
 Rs. 10 Lac to 25 Lac  Rs. 25 Lac to 1 Crore  > 1 Crore

Net Worth Amount Rs..... Net Worth as on          
(Net worth should not be older than 1 year)

Please tick the applicable tax resident declaration -

I. Is "Entity" a tax resident of any country other than India  Yes  No

(If yes, please provide country/ies in which the entity is a resident for tax purposes and the associated Tax ID number below.)

Sr. No.	Country	Tax Identification Number	Identification Type (TIN or Other*, please specify)
1.			
2.			
3.			

In case Tax Identification Number is not available, kindly provide its functional equivalent.  
In case TIN or its functional equivalent is not available, please provide Company Identification number or Global Entity Identification Number or GIIN, etc.

In case the Entity's Country of Incorporation / Tax residence is U.S. but Entity is not a Specified U.S. Person, mention Entity's exemption code here

## PART A (to be filled by Financial Institutions or Direct Reporting NFEs)

1. We are a, Financial institution (Refer 1 Part of C)  or Direct reporting NFE (Refer 3(vii) Part of C) (please tick as appropriate)

**GIIN**

**Note:** If you do not have a GIIN but you are sponsored by another entity, please provide your sponsor's GIIN above and indicate your sponsor's name below  
Name of sponsoring entity

**GIIN not available** (please tick as applicable)  **Applied for**  **Not obtained – Non-participating FI**   
 **Not required to apply for - please specify 2 digits sub-category**   (Refer 1A Part of C)

## PART B (please fill any one as appropriate "to be filled by NFEs other than Direct Reporting NFEs")

1. Is the Entity a publicly traded company (that is, a company whose shares are regularly traded on an established securities market) (Refer 2A Part of C) Yes  No  (If yes, please specify any one stock exchange on which the stock is regularly traded)  
Name of stock exchange

2. Is the Entity a related entity of a publicly traded company (a company whose shares are regularly traded on an established securities market) (Refer 2B of Part C) Yes  No  (If yes, please specify name of the listed company and one stock exchange on which the stock is regularly traded)  
Name of listed company   
Nature of relation:  Subsidiary of the Listed Company or  Controlled by a Listed Company  
Name of stock exchange

3. Is the Entity an Active NFE ? Yes  No  Nature of Business   
Please specify the sub-category code   (Refer 2C Part of C)

4. Is the Entity a Passive NFE ? (Refer 3(ii) Part of C) Yes  No  Nature of Business

## UBO Declaration (Mandatory for all entities except, a Publicly Traded Company or a related entity of Publicly Traded Company)

**Category** (Please tick applicable category):  Unlisted Company  Partnership Firm  Limited Liability Partnership Company  
 Unincorporated association / body of individuals  Public Charitable Trust  Religious Trust  Private Trust  
 Others (please specify )

Please list below the details of controlling person(s), confirming ALL countries of tax residency / permanent residency / citizenship and ALL Tax Identification Numbers for EACH controlling person(s). (Please attach additional sheets if necessary)

Owner-documented FFI's should provide FFI Owner Reporting Statement and Auditor's Letter with required details as mentioned in Form W8 BEN E (Refer 3(vi) Part of C)

Details	UBO1	UBO2	UBO3
Name of UBO			
UBO Code (Refer 3(iv) (A) Part of C)			
Country of Tax residency*			
PAN #			
Address	Zip <input type="text"/> State: _____ Country: _____	Zip <input type="text"/> State: _____ Country: _____	Zip <input type="text"/> State: _____ Country: _____
Address Type	<input type="checkbox"/> Residence <input type="checkbox"/> Business <input type="checkbox"/> Registered office	<input type="checkbox"/> Residence <input type="checkbox"/> Business <input type="checkbox"/> Registered office	<input type="checkbox"/> Residence <input type="checkbox"/> Business <input type="checkbox"/> Registered office
Tax ID %			
Tax ID Type			
City of Birth			
Country of birth			
Occupation Type	<input type="checkbox"/> Service <input type="checkbox"/> Business <input type="checkbox"/> Others _____	<input type="checkbox"/> Service <input type="checkbox"/> Business <input type="checkbox"/> Others _____	<input type="checkbox"/> Service <input type="checkbox"/> Business <input type="checkbox"/> Others _____
Nationality			
Father's Name			
Gender	<input type="checkbox"/> Male <input type="checkbox"/> Female <input type="checkbox"/> Others	<input type="checkbox"/> Male <input type="checkbox"/> Female <input type="checkbox"/> Others	<input type="checkbox"/> Male <input type="checkbox"/> Female <input type="checkbox"/> Others
Date of Birth	DD/MM/YYYY	DD/MM/YYYY	DD/MM/YYYY
Percentage of Holding (%) <sup>5</sup>			

\* To include US, where controlling person is a US citizen or green card holder

<sup>#</sup> If UBO is KYC compliant, KYC proof to be enclosed. Else PAN or any other valid identity proof must be attached. Position / Designation like Director / Settlor of Trust / Protector of Trust to be specified wherever applicable.

<sup>\*\*</sup> In case Tax Identification Number is not available, kindly provide functional equivalent

<sup>5</sup> Attach valid documentary proof like Shareholding pattern duly self attested by Authorized Signatory / Company Secretary

### CERTIFICATION

I/We have understood the information requirements of this form (read along with the FATCA & CRS instructions & definitions) and hereby confirm that the information provided by me/us on this Form is true, correct and complete. I/We also confirm that I/We have read and understood the FATCA & CRS Terms and conditions below and hereby accept the same.

Name

Designation

Client Signature

 (5)

Date :

Place :

For Investor convenience, MLB Capital Pvt. Ltd. collecting this mandatory information for updating across all Group Companies of MLB Capital Pvt. Ltd. whether you are already an investor or would become an investor in future.

Please submit the form fully filled, signed, for all the holders, separately, and submit or dispatch the hard copy to

**MLB Capital Pvt. Ltd.**

**301, Pratap Chambers, Gurudwara Road, Karol Bagh, New Delhi-110005, Ph.: 011-45060600**

### FATCA & CRS Terms & Conditions

Towards compliance with tax information sharing laws such as FATCA, we would required to seek additional personal, tax and beneficiary owner information and certain certification and documentation from our account holders. Such information may be sought either at the time of account opening or any time subsequently. In certain circumstances we may be obliged to share information on your account with relevant tax authorities. If you have any question about your tax residency please contact your tax advisor. Towards compliance with such laws, we may also be required to provide information to any institutions such as withholding agents for the purpose of ensuring appropriate withholding from the account or any proceeds in relation thereto. As may be required by domestic or overseas regulators/tax authorities, we may also be constrained to withhold and pay out any sum from your account or close or suspend your account(s). Should there be any change in any information provided by you, please ensure you advise us promptly i.e, within 30 days.

If any controlling person of the entity is a US citizen or resident or green card holder, please include United States in the foreign country information field along with the US Tax Identification Number.



**ACKNOWLEDGEMENT**

To,

**MLB CAPITAL PVT. LTD.**

Dated :.....

Regd. Office : 301, Pratap Chambers, Gurudwara Road, Karol Bagh, New Delhi-110005  
Ph.: 011-45060600, 28750370, Fax : 011-45060666, 28759898

Dear Sir,

I/We hereby request you to kindly provide the following 'Standard' documents in English Language. These documents may be provided to me in  electronic or  physical form:

- 1) Rights & obligations of stock broker, sub-broker and client for trading on exchanges (including additional rights & obligations in case of internet / wireless technology based trading);
- 2) Uniform Risk Disclosure Documents (for all segments / exchanges): and
- 3) Guidance Note detailing Do's and Don'ts for trading on stock exchanges.

I/We are also aware that the aforesaid documents are available in other vernacular languages at your website as well as website of the exchanges for my/our reference and the copy of same can be provided to me/us as and when required.

I/We hereby acknowledge the receipt of Right and Obligations, Risk Disclosure Document and Guidance Note with duly executed copy of KYC and other documents. Further I/We confirm that the supporting documents for KYC submitted by me/us are true and correct. I/We acknowledge that the other details related to my/our account are as under:

Name..... Address.....  
 .....Trading Code.....  
 UCC..... My Email Id.....



\_\_\_\_\_  
(Signature of Client)

**FORMAT OF BOARD RESOLUTION TO BE GIVEN BY CORPORATE CLIENT  
(TO BE PRINTED ON LETTER HEAD OF COMPANY)**

**CERTIFIED TRUE COPY OF EXTRACTS OF THE MINUTES OF THE MEETING OF THE BOARD  
OF DIRECTORS OF \_\_\_\_\_ (Co. Name) CONVENED ON**

**THE \_\_\_\_\_ (date) / TIME AT \_\_\_\_\_**

\_\_\_\_\_  
(Venue)

**"RESOLVED THAT** an account for the purpose of trading in Securities be opened with M/s. **MLB Capital Pvt. Ltd.**, Member - National Stock Exchange of India Ltd. & Bombay Stock Exchange Ltd., hereinafter referred to as the Broker, for undertaking sale & purchase of Securities on the said exchange(s).

**FURTHER RESOLVED THAT** Shri \_\_\_\_\_ and Shri \_\_\_\_\_, Directors of the Company, be and are hereby, authorised severally to do all such acts, deeds, things and sign all documents papers, authorisations, agreements etc. as may be necessary for opening and operating the said account with Broker.

**FURTHER RESOLVED THAT** the aforementioned Directors, be and are hereby, authorised severally, to give instructions on behalf of the Company. for conducting trading in securities for and on behalf of the Company.

**FURTHER RESOLVED THAT**, a copy of this resolution be forwarded to the Broker by Shri \_\_\_\_\_ or Shri \_\_\_\_\_ Directors, & the Broker, be instructed to honour the instructions of Shri \_\_\_\_\_ and/or Shri \_\_\_\_\_, Directors of the Company to carry on trading in Securities.

Certified true copy

For (Name of the Company)

Dated : 

D	D	M	M	Y	Y	Y	Y
---	---	---	---	---	---	---	---

Place : 

--

Director

**FORMAT OF DECLARATION TO BE GIVEN BY PARTNERSHIP FIRM ON LETTER HEAD OF THE FIRM**

To,  
**MLB CAPITAL PVT. LTD.**

Date \_\_\_\_\_

Regd. Office : 301, Pratap Chambers, Gurudwara Road, Karol Bagh, New Delhi-110005

Dear Sir,

We refer to the trading account being opened / opened with you in the name of \_\_\_\_\_ and declare and authorise you as under.

We recognize that a beneficiary account cannot be opened with a depository participant in the name of a partnership firm as per applicable law. 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 authorise you to recognize the beneficiary account No. \_\_\_\_\_ with depository \_\_\_\_\_ opened as a joint account in the names of the partnership of the firm.

We agree that the obligations for Securities purchased and/or sold by the firm will be handled and completed through transfer 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 Securities trading account of the firm.

We hereby authorize \_\_\_\_\_, partner in the firm to execute/sign and submit such documents, agreements, deeds etc. as may be necessary to enter into the agreement and engage in business with MLB Capital Pvt. Ltd., and to place order for buying and selling of Securities, sell, purchase, transfer, endorse, negotiate and do other things that may be necessary to engage in business on behalf of the partnership and to sign the authority letter for adjustment of balances in family accounts.

Name of Partners (in block letters)	Signature



File Ref. No. : .....

Unique Client Code : .....

Name : .....

Place : .....

Documents Verified by : .....



# MLB CAPITAL PVT. LTD.

CIN : U67120DL1996PTC079292

MEMBER : NSE & BSE (Cash, F&O and Currency Derivative Segment)

SEBI REG. NO.: INZ000280737

In case of any grievances, kindly mail at [mlbcaps@hotmail.com](mailto:mlbcaps@hotmail.com)

301, Pratap Chambers, Gurudwara Road,  
Karol Bagh, New Delhi-110 005

Ph.: 91-11-45060600 (30 Lines), 28759891/2  
Fax : 91-11-45060666, 28759898

E-mail : [mlbcapital@mlbcapital.com](mailto:mlbcapital@mlbcapital.com)  
Website : [www.mlbcapital.com](http://www.mlbcapital.com)