

# MAHESHWARI EQUITY SERVICES (P) LIMITED

Member: NATIONAL STOCK EXCHANGE OF INDIA LTD.

## REGISTERED OFFICE:

Marshall House, 3<sup>rd</sup> Floor, Room No 309/310  
33/1, N S Road, Kolkata - 700 001

Telephone No ( 033) 2231-2900 / 2231-5466

Email: maheshwari\_equity@yahoo.co.in

Website: www.mesp.co.in

Grievance email id: grievance.maheshwariequity@yahoo.in



## Trading Account Opening Form

CLIENT NAME \_\_\_\_\_

CLIENT CODE \_\_\_\_\_

GROUP HEAD / BRANCH \_\_\_\_\_

REGN. DATE \_\_\_\_\_ UCI DATE \_\_\_\_\_

E-mail id \_\_\_\_\_

KYC NO. \_\_\_\_\_

**FOR OFFICE USE ONLY**

Client Code	
Introduced by	
Relationship with the Introducer	
Brokerage similar to Client Name	
Brokerage similar to Code No	
Group	
Location	
Employee	
Dealer	
Relationship Manager (RM)	
Sales Representative	

	Name & Signature
Original documents verified by	
Client Code Allotted by	
Client Code mapped in manager by	
Client Code & Details uploaded in Back Office	
Client Code uploaded in NSE System	

**NAME OF THE STOCK BROKER / TRADING MEMBER / CLEARING MEMBER**

**MAHESHWARI EQUITY SERVICES (P) LIMITED**

Member: National Stock Exchange of India Ltd.

**Registered & Correspondence Office Address:**

Marshall House, 3<sup>rd</sup> Floor, Room No 309/310

33/1 N. S. Road, Kolkata -700001

Tel: 033 – 22312900/22315466

Email: maheshwari\_equity@yahoo.co.in

Investor Grievances Email:

**grievance.maheshwariequity@yahoo.in**

Website: www.mesp.co.in

**SEBI Registration No.**

NSE Capital Segment: INZ000211236

NSE F & O Segment: INZ000211236

} Member Code: 11835

**CLEARING MEMBER (NSE F&O)**

**GLOBE CAPITAL MARKET LIMITED**

609, Ansal Bhawan,

16 K. G. Marg Connaught Place,

New Delhi-110 001 (India)

Tel: 011-43666400 / 30412345

Email Id: mail@globecapital.com

SEBI Registration No INZ000177137

**Compliance Officer Name** : Mrs. Rekha Maheswari

Telephone : 033-2231 2900

Email ID : maheshwari\_equity@yahoo.co.in

CEO Name : Mr. Mukul Mimani

Telephone : 033-2231 2900

Email ID : mukul\_mimani@yahoo.com

For any grievance/dispute, please contact Stock Broker Maheshwari Equity Services (P) Limited or

Email ID: maheshwari\_equity@yahoo.co.in and Tel. No.: 033-2231 2900/5466

In case not satisfied with the response, please contact the concerned exchange(s):

**Name of the Exchange:**

National Stock Exchange of India Ltd. (NSE)

Email: ignse@nse.co.in • Tel.: 91-022-2659 8190

**DISCLOSURE**

Disclosure of Proprietary trading by Maheshwari Equity Services (P) Limited

In Pursuance of SEBI Circular No. SEBI/MRD/SE/Cir-42/2003 dated November 19. 2003 with a view to increase the transparency in the dealings between the trading member and their clients, we Maheshwari Equity Services (P) Limited hereby disclose to our clients that we do client based business and we also do Proprietary trading in Proprietary account.

## ACCOUNT OPENING KIT INDEX

S. No.	Name of the 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. B. Document captures the additional information about the constituent relevant to trading account and an instruction/check list.	1 - 14
2	Rights and Obligations/ Nomination	Nomination form, 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).	15 - 22
3	Risk Disclosure Document (RDD)	Document detailing risks associated with dealing in the securities market.	23 - 25
4	Policies and Procedures	Document describing significant policies and procedures of the stock broker (to be added by the stock broker).	26 - 27
5	Guidance note	Document detailing do's and don'ts for trading on exchange, for the education of the investors.	28 - 30
6	Tariff sheet	Document detailing the rate/amount of brokerage and other charges levied on the client for trading on the stock exchange(s) (to be added by the stock broker).	31
<b>VOLUNTARY DOCUMENTS AS PROVIDED BY THE STOCK BROKER</b>			
7	Running account Authorisation	Authority to the Trading Member to maintain a running account	32 - 33
<b>OTHER DOCUMENTS</b>			
8	General information & FATCA/CRS Declaration		34 - 37
9	Authorisation for ECN / SMS		38
10	Formats		39-43
11	Write up on Anti Money Laundering & PMLA		44 - 47
12	Escalation Matrix		48

I/we have fully understood the distinction and details regarding the Mandatory / Non-Mandatory documents and do hereby enter and sign the same.

Signature of the Client:

## KNOW YOUR CLIENT (KYC) APPLICATION FORM - For Individuals

### CLIENT INFORMATION

**PHOTOGRAPH**

Please affix your recent passport size photograph and sign across it

Please fill this form in ENGLISH and in BLOCK LETTERS.

#### **A. IDENTITY DETAILS:**

1. Name of the Applicant: \_\_\_\_\_
2. Father's/ Spouse Name: \_\_\_\_\_
3. (a) Gender: Male  / Female  (b) Marital status: Single  / Married   
(c) Date of birth: \_\_\_\_\_ (dd/mm/yyyy)
4. (a) Nationality: \_\_\_\_\_ (b) Status: Resident Individual/ Non Resident/ Foreign National
5. (a) PAN: \_\_\_\_\_  
(b) Unique Identification Number (UID)/ Aadhar, if any: \_\_\_\_\_
6. Specify the proof of Identity submitted: \_\_\_\_\_

#### **B. ADDRESS DETAILS:**

1. Address for correspondence: \_\_\_\_\_  
\_\_\_\_\_  
City/town/village: \_\_\_\_\_ Pin Code: \_\_\_\_\_  
State: \_\_\_\_\_ Country: \_\_\_\_\_
2. Contact Details: Tel. (Off.) \_\_\_\_\_ Tel. (Res.) \_\_\_\_\_
3. Mobile No.: \_\_\_\_\_ Fax: \_\_\_\_\_ Email ID: \_\_\_\_\_
4. Specify the proof of address submitted for correspondence address: \_\_\_\_\_
5. Permanent Address (if different from above or overseas address, mandatory for Non-Resident Applicant): \_\_\_\_\_  
\_\_\_\_\_  
City/town/village: \_\_\_\_\_ Pin Code: \_\_\_\_\_  
State: \_\_\_\_\_ Country: \_\_\_\_\_
6. Specify the proof of address submitted for permanent address: \_\_\_\_\_

#### **C. OTHER DETAILS:**

1. Gross Annual Income Details (please specify):  
Below Rs 1 Lac 1-5 Lac  / 5-10 Lac  / 10-25 Lac  / 25 Lacs-1 Crore  / 1 Crore or more   
OR  
Net-worth as on (date) \_\_\_\_\_ (Rs. \_\_\_\_\_) (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

**If Employed:**

Name of Employer: \_\_\_\_\_

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

City: \_\_\_\_\_ Pin Code: \_\_\_\_\_

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

Telephone Number: (Office) \_\_\_\_\_ Fax No./Telex No. \_\_\_\_\_

**If Self Employed / Business / Professional / Others:**

Name of the Establishment: \_\_\_\_\_

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

City: \_\_\_\_\_ Pin Code: \_\_\_\_\_

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

Telephone Number: (Office) \_\_\_\_\_ Fax No./Telex No. \_\_\_\_\_

3. Please tick, if applicable:  Person (PEP)

Politically Exposed Person (PEP)  / Related to a Politically Exposed

3A. Are you or have you 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 ? If yes, please give details  
\_\_\_\_\_

3B. Are you a family member and/or close relative of a person of (A) above? If yes, please give details  
\_\_\_\_\_  
\_\_\_\_\_

3C. Purpose and intended nature of the Business relationship (as per PMLA requirements)  
\_\_\_\_\_  
\_\_\_\_\_

4. Any other information: \_\_\_\_\_

**DECLARATION:**

I hereby declare that the details furnished above are true and correct to the best of my knowledge and belief and I 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 aware that I may be held liable for it.

X \_\_\_\_\_  
Signature of the Applicant

Name of the Applicant \_\_\_\_\_ Place \_\_\_\_\_ Date: \_\_\_\_\_

**FOR OFFICE USE ONLY**

(Originals) verified  
True copies of documents received

(Self-Attested)  
Self Certified Document copies received

<p><b>In-Person Verification (IPV):</b></p> <p>MAHESHWARI EQUITY SERVICES (P) LIMITED</p> <p>Name of the Employee .....</p> <p>Designation of Employee .....</p> <p>Signature of the Employee .....</p> <p>Date &amp; Time .....</p>
--

For MAHESHWARI EQUITY SERVICES (P) LIMITED

Signature of the Director / Authorised Signatory

Date .....

Seal/Stamp of MAHESHWARI EQUITY SERVICES (P) LIMITED

**KNOW YOUR CLIENT (KYC) APPLICATION FORM - For Non Individuals**

Please fill this form in ENGLISH and in BLOCK LETTERS:

**A. IDENTITY DETAILS:**

1. Name of the Applicant: \_\_\_\_\_
2. Date of incorporation: \_\_\_\_\_ (dd/mm/yyyy)  
Place of incorporation: \_\_\_\_\_
3. Date of commencement of business: \_\_\_\_\_ (dd/mm/yyyy)
4. a. PAN: \_\_\_\_\_ b. Registration No. (e.g. CIN): \_\_\_\_\_
5. Status (please tick any one):  
Private Limited Co.  Public Ltd. Co.  Body Corporate  Partnership  Trust Charities  
 NGO's  FI  FII  HUF  AOP  Bank  Government Body  Non-Government  
Organization  Defense Establishment  BOI  Society  LLP  Others (please  
specify) \_\_\_\_\_

**B. ADDRESS DETAILS:**

1. Address for correspondence: \_\_\_\_\_  
\_\_\_\_\_  
City/town/village: \_\_\_\_\_ Pin Code: \_\_\_\_\_  
State: \_\_\_\_\_ Country: \_\_\_\_\_
2. Contact Details: Tel. (Off.) \_\_\_\_\_ Tel. (Res.) \_\_\_\_\_  
Mobile No.: \_\_\_\_\_ Fax: \_\_\_\_\_ Email ID: \_\_\_\_\_
3. Specify the proof of address submitted for correspondence address: \_\_\_\_\_
4. Registered Address (if different from above): \_\_\_\_\_  
\_\_\_\_\_  
City/town/village: \_\_\_\_\_ Pin Code: \_\_\_\_\_  
State: \_\_\_\_\_ Country: \_\_\_\_\_
5. Specify the proof of address submitted for registered address: \_\_\_\_\_

**C. OTHER DETAILS**

1. Gross Annual Income Details (please specify): Income Range per annum:  
Below Rs 1 Lac 1-5 Lac  / 5-10 Lac  / 10-25 Lac  / 25 Lacs-1 Crore  / 1 Crore or more
2. Net-worth as on (date) \_\_\_\_\_ (dd/mm/yyyy) Rs.: \_\_\_\_\_  
(\*Net worth should not be older than 1 year)

3. Name, PAN, residential address and photographs of Promoters/Partners/Karta/Trustees and whole time directors: (Please attached copy of Pan Card and Residential address proof duly attested)

1. Name \_\_\_\_\_  
Res. Address \_\_\_\_\_  
\_\_\_\_\_  
Pan No.: \_\_\_\_\_ Phone Number: \_\_\_\_\_  
Fax No: \_\_\_\_\_ Mobile No. \_\_\_\_\_  
(with STD / ISD Code)

PHOTOGRAPH  
Please affix your recent passport size photograph and sign across it

2. Name \_\_\_\_\_  
Res. Address \_\_\_\_\_  
\_\_\_\_\_  
Pan No.: \_\_\_\_\_ Phone Number: \_\_\_\_\_  
Fax No: \_\_\_\_\_ Mobile No. \_\_\_\_\_  
(with STD / ISD Code)

PHOTOGRAPH  
Please affix your recent passport size photograph and sign across it

3. Name \_\_\_\_\_  
Res. Address \_\_\_\_\_  
\_\_\_\_\_  
Pan No.: \_\_\_\_\_ Phone Number: \_\_\_\_\_  
Fax No: \_\_\_\_\_ Mobile No. \_\_\_\_\_  
(with STD / ISD Code)

PHOTOGRAPH  
Please affix your recent passport size photograph and sign across it

4. Name \_\_\_\_\_  
Res. Address \_\_\_\_\_  
\_\_\_\_\_  
Pan No.: \_\_\_\_\_ Phone Number: \_\_\_\_\_  
Fax No: \_\_\_\_\_ Mobile No. \_\_\_\_\_  
(with STD / ISD Code)

PHOTOGRAPH  
Please affix your recent passport size photograph and sign across it

5. Name \_\_\_\_\_  
Res. Address \_\_\_\_\_  
\_\_\_\_\_  
Pan No.: \_\_\_\_\_ Phone Number: \_\_\_\_\_  
Fax No: \_\_\_\_\_ Mobile No. \_\_\_\_\_  
(with STD / ISD Code)

PHOTOGRAPH  
Please affix your recent passport size photograph and sign across it

**4. DIN/UID of Promoters/Partners/Karta and whole time directors:**

<b>Sl No</b>	<b>Name:</b>	<b>DIN No.</b>	<b>UID No.</b>
1			
2			
3			
4			
5			

5. Please tick, if applicable, for any of your authorized signatories / Promoters / Partners / Karta / Trustees / whole time directors: Politically Exposed Person (PEP)  / Related to a PoliticallyExposed Person (PEP)

5A.Are you or have you 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? If yes, please give details

---

---

5B. Are you a family member and/or close relative of a person of (A) above? If yes, please give details

---

---

5C. Purpose and intended nature of the Business relationship (as per PMLA requirements)

---

---

6. Any other information: \_\_\_\_\_

**DECLARATION:**

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.

X \_\_\_\_\_  
Signature of the Authorised Signatory (with  
Company Seal)

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

Date: \_\_\_\_\_ (dd/mm/yyyy)

FOR OFFICE USE ONLY

(Originals) verified  
True copies of documents received

(Self-Attested)  
Self Certified Document copies received

<p><b>In-Person Verification (IPV):</b></p> <p>MAHESHWARI EQUITY SERVICES (P) LIMITED</p> <p>Name of the Employee .....</p> <p>Designation of Employee .....</p> <p>Signature of the Employee .....</p> <p>Date &amp; Time .....</p>
--

For, **MAHESHWARI EQUITY SERVICES (P) LIMITED**

Signature of the Director / Authorised Signatory

Date .....

Seal/Stamp of MAHESHWARI EQUITY SERVICES (P) LIMITED

**TRADING ACCOUNT RELATED DETAILS**

(For Individuals & Non-individuals)

**A. Bank Account(s) Details (through which transactions will generally be routed.)**

Bank Name (1)		Bank Name (2)	
Branch		Branch	
Address		Address	
Bank Account No		Bank Account No	
MICR Code		MICR Code	
Account Type (Savings / Current / NRI / NRE/ NRO / Others)		Account Type (Savings / Current / NRI / NRE/ NRO / Others)	
IFSC Code		IFSC Code	

(Copy of a cancelled Cheque leaf/pass book/bank statement containing name of the constituent should be submitted.)

**B. Depository Account(s) Details (through which transactions will generally be routed.)**

Depository Participant Name		Depository Participant Name	
Beneficiary Name		Beneficiary Name	
DP ID		DP ID	
Beneficiary ID (BO ID)		Beneficiary ID (BO ID)	
Depository Name	NSDL <input type="checkbox"/> CDSL <input type="checkbox"/>	Depository Name	NSDL <input type="checkbox"/> CDSL <input type="checkbox"/>

(Please provide copy of Depository Account.)

**C. Trading Preference**

Please sign in the relevant boxes where you wish to trade. Please strike off the segment not chosen by you.

Exchanges	NSE, BSE & MSEI				MCX, NCDEX, BSE & NSE
All Segments	Cash / Mutual Fund	F&O	Currency	Debt	Commodity Derivatives
Signature					

If you do not wish to trade in any of segments / Mutual Fund, please mention here

\_\_\_\_\_

**C. 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

In the last 3 years: Yes  No

(If yes please attach relevant documents)

**D. 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 number: \_\_\_\_\_

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

\_\_\_\_\_

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

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

Name of Stock Broker: \_\_\_\_\_

Name of A-P, if any: \_\_\_\_\_

Name of Exchange: \_\_\_\_\_ Client code no. (As given by the Broker): \_\_\_\_\_

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

\_\_\_\_\_

**E. ADDITIONAL DETAILS (Facility subject to activated at our end for Electronic Contract Note, Internet Trading / Wireless Technology)**

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

Specify your Email ID, if applicable: \_\_\_\_\_

Signature of Client \_\_\_\_\_

• Whether you wish to avail of the facility of internet trading/ wireless technology (please specify): \_\_\_\_\_

**F (i) SMS and Email alerts to investors by Stock Exchanges:-**

(i) SMS  (II) Email  (III) SMS & Email

Signature of Client \_\_\_\_\_

**F. Number of years of Investment / Trading Experience**

No Prior Experience: \_\_\_\_\_ Years in Stocks:

\_\_\_\_\_ Years in Derivatives: \_\_\_\_\_ Years in Other investment related fields

**G. INTRODUCER DETAILS (optional)**

Name of the Introducer: \_\_\_\_\_

(Surname) (Name) (Middle Name)

Status of the Introducer: AP / Remisier / Authorized Person / Existing Client / Others, please

specify \_\_\_\_\_

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

\_\_\_\_\_ Phone No. \_\_\_\_\_

\_\_\_\_\_  
(Signature of the Introducer)

\_\_\_\_\_  
PAN No. of Introducer

(Please provide copy of PAN Card and address proof of Introducer)

UCC of Introducer (If registered with **Maheshwari Equity Services (P) Limited**) \_\_\_\_\_

**H. NOMINATION DETAILS (for individuals only)**

I/We wish to nominate

I/We do not wish to nominate

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

**X** \_\_\_\_\_

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

Signature of Client / Authorized Signatory(ies)

## INSTRUCTIONS / CHECK LIST FOR FILLING KYC FORM

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

1. Self attested copy of PAN card is mandatory for all clients, including Promoters/Partners/Karta/ Trustees and whole time directors and persons authorized to deal in securities on behalf of company/firm/others.
2. Copies of all the documents submitted by the applicant should be self-attested and accompanied by originals for verification. In case the original of any document is not produced for verification, then the copies should be properly attested by entities authorized for attesting the documents, as per the below mentioned list.
3. If any proof of identity or address is in a foreign language, then translation into English is required.
4. Name & address of the applicant mentioned on the KYC form, should match with the documentary proof submitted.
5. If correspondence & permanent address are different, then proofs for both have to be submitted.
6. Sole proprietor must make the application in his individual name & capacity.
7. For non-residents and foreign nationals, (allowed to trade subject to RBI and FEMA guidelines), copy of passport/PIO Card/OCI Card and overseas address proof is mandatory.
8. For foreign entities, CIN is optional; and in the absence of DIN no. for the directors, their passport copy should be given.
9. In case of Merchant Navy NRI's, Mariner's declaration or certified copy of CDC (Continuous Discharge Certificate) is to be submitted.
10. 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 up to Rs. 50,000/- p.a.
5. In case of institutional clients, namely, FIIs, MFs, VCFs, FVCIs, Scheduled Commercial Banks, Multilateral and Bilateral Development Financial Institutions, State Industrial Development Corporations, Insurance Companies registered with IRDA and Public Financial Institution as defined under section 4A of the Companies Act, 1956, Custodians shall verify the PAN card details with the original PAN card and provide duly certified copies of such verified PAN details to the intermediary.

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

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

#### F. Proof of Bank Account

(Please provide copy of any one of the following)

- Cancelled cheque leaf with name of constituent printed on it
- Copy of Bank Pass Book/Statement
- Original certificate from the Banker certifying Account No. and Name

#### G. Proof of Demat Account

(Please provide copy of any one of the following)

- Copy of Transaction Statement/Holding Statement
- Copy of Master Print out
- Copy of Bill issued by Depository Participant (not more than two months old)

#### Additional documents for Trading in Derivatives Segments illustrative list

Please provide Latest Copy of any one documents mentioned below duly attested

- Copy of ITR Acknowledgement
- Copy of Annual Accounts
- Net worth certificate from Chartered Accountants
- In case of Salary income - Salary Slip, Copy of Form 16.

- 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.

H. 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
Corporate	<ul style="list-style-type: none"> <li>• Copy of the balance sheets for the last 2 financial years (to be submitted every year).</li> <li>• Copy of latest share holding pattern including list of all those holding control, either directly or indirectly, in the company in terms of SEBI takeover Regulations, duly certified by the company secretary/Whole time director/MD (to be submitted every year).</li> <li>• Photograph, POI, POA, PAN and DIN numbers of whole time directors/two directors in charge of day to day operations.</li> <li>• Photograph, POI, POA, PAN of individual promoters holding control - either directly or indirectly.</li> <li>• Copies of the Memorandum and Articles of Association and certificate of incorporation.</li> <li>• Copy of the Board Resolution for investment in securities market.</li> <li>• Authorised signatories list with specimen signatures.</li> </ul>
Partnership firm	<ul style="list-style-type: none"> <li>• Copy of the balance sheets for the last 2 financial years (to be submitted every year).</li> <li>• Certificate of registration (for registered partnership firms only).</li> <li>• Copy of partnership deed.</li> <li>• Authorised signatories list with specimen signatures.</li> <li>• Photograph, POI, POA, PAN of Partners.</li> </ul>
Trust	<ul style="list-style-type: none"> <li>• Copy of the balance sheets for the last 2 financial years (to be submitted every year).</li> <li>• Certificate of registration (for registered trust only).</li> <li>• Copy of Trust deed.</li> <li>• List of trustees certified by managing trustees/CA.</li> <li>• Photograph, POI, POA, PAN of Trustees.</li> </ul>
HUF	<ul style="list-style-type: none"> <li>• PAN of HUF.</li> <li>• Deed of declaration of HUF/ List of coparceners.</li> <li>• Bank pass-book/bank statement in the name of HUF.</li> <li>• Photograph, POI, POA, PAN of Karta.</li> </ul>
Unincorporated association or a body of individuals	<ul style="list-style-type: none"> <li>• Proof of Existence/Constitution document.</li> <li>• Resolution of the managing body &amp; Power of Attorney granted to transact business on its behalf.</li> <li>• Authorized signatories list with specimen signatures.</li> </ul>
Banks/ Institutional Investors	<ul style="list-style-type: none"> <li>• Copy of the constitution/registration or annual report/balance sheet for the last 2 financial years.</li> <li>• Authorized signatories list with specimen signatures.</li> </ul>

Foreign Institutional Investors (FII)	<ul style="list-style-type: none"> <li>• Copy of SEBI registration certificate.</li> <li>• Authorized signatories list with specimen signatures.</li> </ul>
Army/Govt. Bodies	<ul style="list-style-type: none"> <li>• Self-certification on letterhead.</li> <li>• Authorized signatories list with specimen signatures.</li> </ul>
Registered Society	<ul style="list-style-type: none"> <li>• Copy of Registration Certificate under Societies Registration Act.</li> <li>• List of Managing Committee members.</li> <li>• Committee resolution for persons authorised to act as authorised signatories with specimen signatures.</li> <li>• True copy of Society Rules and Bye Laws certified by the Chairman/Secretary.</li> </ul>

1. Form need to be initialized by all the authorized signatories.
2. Copy of Board Resolution or declaration (on the letterhead) naming the persons authorized to deal insecurities on behalf of company/firm/others and their specimen signatures.

Trading Member		FORM FOR NOMINATION			
Maheshwari Equity Services (P) Limited Marshall House, 3 <sup>rd</sup> Floor Room No 309/310 33/1 N.S.Road Kolkata – 700 001  SEBI REGISTRATION No: INZ000211236		<b>Name and address of Client:</b>  Name: .....  Address:			
<b>DATE</b>		<b>UCC</b>			
I/We wish to make a nominee					
<b>Nomination Details</b>					
I/We wish to make a nomination and do hereby nominate the following person(s) who shall receive all the assets held in my/our account in the event of my/our death					
Nominee can be made up to three nominee in the account		Details of 1 <sup>st</sup> Nomine		Details of 2 <sup>nd</sup> Nominee	Details of 3 <sup>rd</sup> nominee
1	Name of the nominee(s)(Mr./Mrs.)				
2	Share of each Nominee	..... %		..... %	..... %
3	Relationship With the Applicant (if any)				
4	Address of Nominee(s) With PIN Code				
4a	Adhar Card Number of nominee(s)				
4b	PAN Number of nominee(s)				
5	Mobile/Telephone No of nominee(s)				
6	Email Id of nominee(s)				
7	Nominee Identification details:- Photograph & Signature Pan/Aadhaar/Saving Bank Account No/Proof of identity	Photo Signature across Photo		Photo Signature across Photo	Photo Signature across Photo

Sr Nos.8-14 should be filled only if nominee(s) is a minor				
8	Date of birth (in case of minor nominee(s))			
9	Name of Guardian (Mr./Mrs.) (in case of minor nominee(s))			
10	Address of Guardian(s) With PIN Code			
11	Mobile/Telephone no of Guardian			
12	Email ID of Guardian with Nominee			
13	Relationship of Guardian with nominee			
14	Guardian Identification details Photo& Signature/ PAN/ Aadhaar/ saving Bank Account No/Proof of identity/Demat Account Id			

Name of the Client	
Signature of the Client	

**Declaration Form for opting out of nomination**

[SEBI circular No. SEBI/HO/MIRSD/MIRSD-PoD-1/P/CIR/2023/158 dated 26.09.2023 on Nomination for Eligible Trading]

Date: .....

To  
Maheshwari Equity Services (P) Limited  
Marshall House, 3<sup>rd</sup> Floor  
Room No 309/310  
33/1 N.S.Road  
Kolkata – 700 001

Dear Sir,

UCC CODE					
NAME OF THE CLIENT					
I /We hereby confirm that I/We do not wish to appoint any nominee(s) in my / our trading account and understand the issues involved in non-appointment of nominee(s) and further are aware that in case of death of all the account holder(s), my / our legal heirs would need to submit all the requisite documents / information for claiming of assets held in my / our trading account, which may also include documents issued by court or other such competent authority, based on the value of assets held in the trading account.					
<b>Signature of the Account Holder*</b>					
√					
.....					

<b>Witness</b>	
Signature:	_____
Name:	_____
Address:	_____

\*Signature of Witness along with Name and address are required if the account holder affixes thumb impression. Instead of Signature

## **RIGHTS AND OBLIGATIONS OF STOCK BROKER AND CLIENTS**

As prescribed by SEBI and Stock Exchanges

1. The client shall invest/trade in those securities/contracts/other instruments admitted to dealings on the NSE as defined in the Rules, Byelaws and Regulations of NSE/Securities and Exchange Board of India (SEBI) and circulars/notices issued there under from time to time.
2. The stock broker, sub-broker and the client shall be bound by all the Rules, Byelaws and Regulations of the Exchange and circulars/notices issued there under and Rules and Regulations of SEBI and relevant notifications of Government authorities as may be in force from time to time.
3. The client shall satisfy itself of the capacity of the stock broker to deal in securities and/or deal in derivatives contracts and wishes to execute its orders through the stock broker and the client shall from time to time continue to satisfy itself of such capability of the stock broker before executing orders through the stock broker.
4. The stock broker shall continuously satisfy itself about the genuineness and financial soundness of the client and investment objectives relevant to the services to be provided.
5. The stock broker shall take steps to make the client aware of the precise nature of the Stock broker's liability for business to be conducted, including any limitations, the liability and the capacity in which the stock broker acts.
6. The sub-broker shall provide necessary assistance and co-operate with the stock broker in all its dealings with the client(s).

### **CLIENT INFORMATION**

7. The client shall furnish all such details in full as are required by the stock broker in "Account Opening Form" with supporting details, made mandatory by stock NSE /SEBI from time to time.
8. The client shall familiarize himself with all the mandatory provisions in the Account Opening documents. Any additional clauses or documents specified by the stock broker shall be non-mandatory, as per terms & conditions accepted by the client.
9. The client shall immediately notify the stock broker in writing if there is any change in the information in the 'account opening form' as provided at the time of account opening and thereafter; including the information on winding up petition/insolvency petition or any litigation which may have material bearing on his capacity. The client shall provide/update the financial information to the stock broker on a periodic basis.
10. The stock broker and sub-broker shall maintain all the details of the client as mentioned in the account opening form or any other information pertaining to the client, confidentially and that they shall not disclose the same to any person/authority except as required under any law/regulatory requirements. Provided however that the stock broker may so disclose information about his client to any person or authority with the express permission of the client.

### **MARGINS**

11. The client shall pay applicable initial margins, withholding margins, special margins or such other margins as are considered necessary by the stock broker or the Exchange or as may be directed by SEBI from time to time as applicable to the segment(s) in which the client trades. The stock broker is permitted in its sole and absolute discretion to collect additional margins (even though not required by the Exchange, Clearing House/Clearing Corporation or SEBI) and the client shall be obliged to pay such margins within the stipulated time.
12. The client understands that payment of margins by the client does not necessarily imply complete satisfaction of all dues. In spite of consistently having paid margins, the client may, on the settlement of its trade, be obliged to pay (or entitled to receive) such further sums as the contract may dictate/require.

### **TRANSACTIONS AND SETTLEMENTS**

13. The client shall give any order for buy or sell of a security/derivatives contract in writing or in such form or manner, as may be mutually agreed between the client and the stock broker. The stock broker shall ensure to place orders and execute the trades of the client, only in the Unique Client Code assigned to that client.
14. The stock broker shall inform the client and keep him apprised about trading/settlement cycles, delivery/payment schedules, any changes therein from time to time, and it shall be the responsibility in turn of the client to comply with such schedules/procedures of the relevant stock exchange where the trade is executed.
15. The stock broker shall ensure that the money/securities deposited by the client shall be kept in a separate account, distinct from his/its own account or account of any other client and shall not be used by the stock broker for himself/itself or for any other client or for any purpose other than the purposes mentioned in Rules, Regulations, circulars, notices, guidelines of SEBI and/or Rules, Regulations, 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 there under of the NSE 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 NSE where the trade is executed for the purpose of giving effect to the provisions of the Rules, Byelaws and Regulations of the NSE 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 NSE 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 NSE 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 NSE 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 NSE 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 / NSE 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/NSE. 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/NSE.
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/NSE 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 NSE 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 NSE, 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 NSE, 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 NSE/SEBI.
47. All additional voluntary clauses/document added by the stock broker should not be in contravention with rules/regulations/notices/circulars of NSE/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 NSE/SEBI shall also be brought to the notice of the clients.

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 NSE 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 NSE 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/NSE 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 NSE/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 NSE/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 whosoever 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/NSE.

## **RISK DISCLOSURE DOCUMENT FOR CAPITAL MARKET AND DERIVATIVES SEGMENTS (For Equity)**

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

NSE/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 NSE/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 NSE and suffer adverse consequences or loss, you shall be solely responsible for the same and NSE/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 NSE.

It must be clearly understood by you that your dealings on NSE 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 NSE, its Clearing Corporation, guidelines prescribed by SEBI and in force from time to time and Circulars as may be issued by NSE or its Clearing Corporation and in force from time to time.

NSE 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 NSE 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 NSE. 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 / derivative contract and immediately selling it or vice versa. Lower liquidity and higher volatility may result in wider than normal spreads for less liquid or illiquid securities / derivatives contracts. This in turn will hamper better price formation.

### 1.4 Risk-reducing orders:

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

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

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

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

### 1.5 Risk of News Announcements:

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

### 1.6 Risk of Rumors:

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

### 1.7 System Risk:

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

1.7.1 During periods of volatility, on account of market participants continuously modifying their order quantity or prices or placing fresh orders, there may be delays in order execution and its confirmations.

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

### 1.8 System/Network Congestion:

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

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

2.1 Effect of "Leverage" or "Gearing":

In the derivatives market, the amount of margin is small relative to the value of the derivatives contract so the transactions are 'leveraged' or 'geared'. Derivatives trading, which is conducted with a relatively small amount of margin, provides the possibility of great profit or loss in comparison with the margin amount. But transactions in derivatives carry a high degree of risk.

You should therefore completely understand the following statements before actually trading in derivatives and also trade with caution while taking into account one's circumstances, financial resources, etc. If the prices move against you, you may lose a part of or whole margin amount in a relatively short period of time. Moreover, the loss may exceed the original margin amount.

- A. Futures trading involve daily settlement of all positions. Every day the open positions are marked to market based on the closing level of the index / derivatives contract. If the contract has moved against you, you will be required to deposit the amount of loss (notional) resulting from such movement. This amount will have to be paid within a stipulated time frame, generally before commencement of trading on next day.
- B. If you fail to deposit the additional amount by the deadline or if an outstanding debt occurs in your account, the stock broker may liquidate a part of or the whole position or substitute securities. In this case, you will be liable for any losses incurred due to such close-outs.
- C. Under certain market conditions, an investor may find it difficult or impossible to execute transactions. For example, this situation can occur due to factors such as illiquidity i.e. when there are insufficient bids or offers or suspension of trading due to price limit or circuit breakers etc.
- D. In order to maintain market stability, the following steps may be adopted: changes in the margin rate, increases in the cash margin rate or others. These new measures may also be applied to the existing open interests. In such conditions, you will be required to put up additional margins or reduce your positions.
- E. You must ask your broker to provide the full details of derivatives contracts you plan to trade i.e. the contract specifications and the associated obligations.

## POLICIES & PROCEDURES

**REFUSAL OF ORDERS FOR PENNY STOCK:** A stock that trades at a relatively low market price with low market capitalisation, these stocks are generally considered to be highly speculative and risky because of their lack of liquidity, large bid-ask spreads, small capitalisation and limited disclosures. We do not restrict clients for trading in the penny stock, if the same is permissible by the exchange and our risk management and surveillance (RMS) policy. In this regard we ensure that the brokerage charged on the transaction involving penny stock shall not exceed the prescribed maximum limit as per exchange norms. We also ensure that same shall not be construed as an arrangement in any form so as to inflate, depress or cause fluctuation in the price/ volume of the penny stock so as to hurt the true sentiments of the market.

**SETTING UP OF CLIENTS EXPOSURE LIMIT:** MESPL will normally give exposure at a predetermined multiple for the net credit balance lying in the client's ledger (across all segments) or on the unencumbered securities after taking into account the margin collection mechanism as specified by the Regulator and Exchanges from time to time. Exposure on securities is given after appropriate haircut as per exchange. MESPL may from time to time impose and vary limits on the orders that the client can place through its trading system (including exposure limits, turnover limits, limits as to the number, value in respect of which orders can be placed etc.). The client is aware and agrees that MESPL may need to vary or reduce the limits or impose new limits urgently on the basis of its risk perception and other factors considered relevant by it including but not limited to limits on account of exchange / SEBI directions etc.

**APPLICABLE BROKERAGE RATE:** The rate of brokerage varies from clients to clients. For those clients having frequency in transaction, generally the brokerage is on the lower front rather than for those who trade infrequently. The broker is entitled to charge brokerage within the limits imposed by exchange. However brokerage and other charges as agreed by the Client is indicated and duly signed by the client under brokerage slab. If there is any upward revision of brokerage, the same will be intimated with 15 days prior notice to the client. For any downward movement, the same would be done on immediate basis post intimation to Client.

**INTEREST ON DELAYED PAYMENT:** The client agrees that interest at the maximum rate of 24% p.a. will be charged on any amounts which are overdue from the client towards trading or on account of any other reason to MESPL.

**IMPOSITION OF PENALTY:** In case, where the broker has to pay any fine/penalty or bear any punishment from any authority in connection with/as a consequence of/in relation to any of the order/trades/deals/actions of the client, the same shall be borne in actual by the client through the issuance of debit note as per the applicable norms specified by SEBI & Exchanges.

### THE RIGHT TO SELL CLIENT'S SECURITIES OR CLOSE CLIENTS POSITIONS, WITHOUT GIVING NOTICE TO THE CLIENT, ON

**ACCOUNT OF NON PAYMENT OF CLIENT'S DUES:** As the SEBI Circular - CIR/HO/MIRSD/DOP/CIR/P/2019/75 dated June 20, 2019 mandates liquidation of securities in Capital Market Segment in case of non-payment within 5 trading days from the pay-out wherein no pre-order confirmation is required. However, as a best practice, we will issue margin call and reminder to client for making payments within 5 trading days. The client shall ensure timely availability of funds for meeting his/her/its payin obligation. MESPL shall not be responsible for any claim/loss/damage arising out of non availability of funds by the client for meeting the pay in obligation of either funds or securities.

MESPL has the right but not the obligation, to cancel all pending orders and to close/liquidate all open positions in equity derivatives and commodities at the pre-defined square off time or when Mark to Market loss (MTM) reaches the desired % or margin available with MESPL is not sufficient to cover the risk or the client have not taken any steps either to replenish the margin or reduce the Mark to Market loss. In the event of such square off, the client agrees to bear all the losses based on actual executed prices. In case open position (i.e. short /long) gets converted into delivery due to non square off because of any reason whatsoever, the client agrees to provide funds to fulfill the pay in obligation failing which the client will have to face auctions or internal close outs, in addition to this, the client will have to pay penalties and charges levied by the exchanges in actual and losses.

Notwithstanding anything to the contrary in the agreement or elsewhere, if the client fails to maintain or provide the required margin/fund/security or to meet the funds/margins pay in obligations for the orders/trades/deals of the client within the prescribed time and form, the MESPL shall have the right without any further notice or communication to the client to take any one or more of the following steps:

1. To withhold any payout of funds.
2. To withhold /disable the trading/dealing facility to the client.

3. To liquidate one or more security(s) of the client by selling the same in such manner and at such rate which MESPL may deem fit in its absolute discretion.
4. To liquidate / square off partially or fully the position of sales & / or purchase in any one or more commodities contracts in such manner and at such rate which MESPL may decide in its absolute discretion.
5. To take any other steps which in the given circumstances, MESPL may deem fit.

**SHORTAGE IN OBLIGATIONS ARISING OUT OF INTERNAL NETTING OF TRADES:** If there are shortages due to internal netting of client's position, the same would be squared off with the highest of the given prices:- (provided that the same shall not exceed the highest price prevailing in the Exchange from the first day of the relevant trading period till the day of closing out or 20% above the official closing price on the auction day whichever is higher)

Percentage on closing rate of auction date

- a) Upto 100.99/- ( scrip rate ) x 7.5%
- b) >101<500.99/- (scrip rate ) x 5%
- c) 501/- (scrip rate ) and above x2.5%

2. Buying / selling average rate

3. Market Auction Rate

MESPL shall not be obliged to deliver any commodities or pay any money to the client unless and until the same has been received by it from the exchange, the clearing corporation/clearing house or other company or entity liable to make the payment and the client has fulfilled his/her/its obligations first. The commodities delivered short are purchase from the market and the purchase consideration (including all statutory charges and levies) along with a penalty is debited to the short delivery seller client.

**CONDITIONS UNDER WHICH A CLIENT MAY NOT BE ALLOWED TO TAKE FURTHER POSITION:** The same holds good when (1) ledger reflects continuous debit balance (2) inadequacy of margin (3) any other outstanding dues (4) Further position in the given scrip is prohibited by the Exchange.

The client is not entitled to trade without adequate margin / security and that it shall be his/her/its responsibility to ascertain beforehand the margin / security requirements for his/her/its orders/trades/deals and to ensure that the required margin/ security is made available in such form and manner as may be required by MESPL The client further agrees that he/she/it shall be responsible for all orders (including any orders that may be executed without the required margin in the client's account) & / or any claim / loss / damage arising out of the non-availability / shortage of margin / security required by the broker & / or exchange & /or quantum & or percentage of the margin & / or security required to be deposited / made available from time to time. The margin/security deposited by the client with MESPL is not eligible for any interest.

**CLOSURE OF CLIENTS ACCOUNT:** Closure request from the client is obtained in the prescribed format, specifying the reasons for closure. The form should be duly signed by the client. The same is forwarded to the Head Office where it is processed after the signatures are being verified. Any pending settlements in the existing code are also thoroughly cross verified. An exit interview over telephone may also be taken from the HO end. Then the exiting code is deactivated in Back Office Software as well in the Exchange records. Closure intimation is sent to the client through E-mail. Interdepartmental intimation is also sent in such cases if required. MESPL is entitled to disable / deregister the trading facility/client , if in the opinion of MESPL, the client has committed a crime / fraud or has acted in contradiction of this terms and conditions or / is likely to evade/ violate any laws, rules regulations, directions of a lawful authority whether Indian or foreign or if the MESPL so apprehends.

**DE-REGISTRATION OF THE CLIENT:** Only in case of those clients who are consequently debarred from trading by SEBI/STOCK EXCHANGES or in case of breach of any terms and conditions of the agreement entered into with the client. All clients who have not executed a single trade for last 12 months shall be treated as Dormant and the same shall be made active only upon submission of specific request for the same as per the norms envisages by the exchanges and SEBI in sync with the internal policy of the company.

Signature of Client \_\_\_\_\_

## **GUIDANCE NOTE - DO's AND DON'Ts FOR TRADING ON THE EXCHANGE FOR INVESTORS (For Equity)**

### **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 NSE [www.exchange.com](http://www.exchange.com) and SEBI website [www.sebi.gov.in](http://www.sebi.gov.in).
2. Ensure that you fill the KYC form completely and strike off the blank fields in the KYC form.
3. Ensure that you have read all the mandatory documents viz. Rights and Obligations, Risk Disclosure Document, Policy and Procedure document of the stock broker.
4. Ensure to read, understand and then sign the voluntary clauses, if any, agreed between you and the stock broker. Note that the clauses as agreed between you and the stock broker cannot be changed without your consent.
5. Get a clear idea about all brokerage, commissions, fees and other charges levied by the broker on you for trading and the relevant provisions/ guidelines specified by SEBI/NSE.
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 NSE 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 NSE.
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 NSE 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 NSE.

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 NSE.

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

16. In case, a stock broker surrenders his membership, is expelled from membership or declared a defaulter; NSE 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 NSE 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 NSE 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 NSE.
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

**Do's and Don'ts which are relevant for operation of Trading account  
with Maheshwari Equity Services (P) Limited:**

**DO's**

- Issue cheque (s) towards margin / pay-in obligation of funds only in the name of "Maheshwari Equity Services (P) Limited" (MESPL).
- Transfer securities against Pay-in obligations only in designated Demat Accounts of Maheshwari Equity Services (P) Limited.
- Any receivables from MESPL on account Pay-out shall be from Bank / Demat Account from MESPL only and not from Authorised Person /Advisor.
- Ensure that no separate fees, charges, commissions or any consideration is paid to Authorised Person / Advisor; other than what is payable to MESPL.
- Make payments of bills/ dues in time to avoid delayed payment burden or Risk Management actions.
- Check ledger, derivative position, Demat statement and your account details at regular intervals.
- Ensure that all your trades and Investments are executed under your instructions. Ensure that the digital contracts notes sent to your email are in concurrence with the said orders.
- Any change / modifications in your contact details should be immediately updated with MESPL.
- Ensure to read all the tariff / brokerage applicable to you, before placing your orders with MESPL.

**DON'TS**

- Do not give any discretionary rights to your Advisor / Relationship Manager / Authorized Person to trade in your account.
- As there are no fixed or guaranteed returns on investments in securities market, do not rely on any such commitments if any given by Authorised Person /Advisor.
- Never handover blank or signed Demat Slips Book to anyone, it is akin to signing a blank cheque.
- Do not give cash / securities to your Advisor / Relationship Manager / Authorized Person for any transaction
- Never give a third party cheque for funds pay-in or shares for shares pay-in.
- Do not enter into any personal agreement with Authorised Person / Advisor in connection with your transaction in trading / demat account opened with MESPL.

**(Above Do's and Don'ts are in addition to Guidance Note prescribed by SEBI)**

Signature of Client \_\_\_\_\_

## TARIFF SHEET

### A. BROKERAGE

	%	Min. Paisa	Min. Per Lot
<b>1. Capital Market Segment</b>			
Square up Brokerage			
Delivery Brokerage			
<b>2. Futures &amp; Options Segment</b>			
Brokerage in Futures			
Brokerage in Options			

Transaction Charges, Stamp Duty, GST and other Taxes / charges, if any shall be levied as per the rate stipulated by concerned Authority

I / we have understood and accepted the Schedule of charges as stated herein above.

Signature of Client \_\_\_\_\_

## ADJUSTMENT IN DIFFERENT SEGMENT & EXCHANGES

To

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

**Maheshwari Equity Services (P) Limited**

Marshall House, 3<sup>rd</sup> Floor

Room No 309/310

33/1 N S Road, Kolkata-700 001

Dear Sir,

Notwithstanding anything contrary contained in the agreement between us, I/We hereby inform you that I/We have executed/desire to execute an agreement with M/s. Maheshwari Equity Services (P) Limited for trading on the National Stock Exchange of India Limited (NSE) in cash and derivative segment. I/We hereby request you to treat the agreement between ourselves and the agreement entered/to be entered by me/us with M/s. Maheshwari Equity Services (P) Limited as coextensive and hereby authorize you to transfer, make adjustments and/or to set off a part or whole of the securities placed as margin and/or any surplus funds in any of my account(s) maintained with you against the outstanding dues payable, if any, by me/us in any of my/our account(s) maintained with M/s. Maheshwari Equity Services (P) Limited or vice versa.

You and/or M/s. Maheshwari Equity Services (P) Limited shall have right of lien on the credit balance in any of my/our accounts irrespective of whether it is maintained with your M/s. Maheshwari Equity Services (P) Limited Any entries passed by you in accordance with this authorization shall be binding on me/us.

Thanking you,

Yours Faithfully

Signature of the Client: \_\_\_\_\_

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

**AUTHORITY LETTER FOR SETTLEMENT OF RUNNING ACCOUNT OF FUNDS IN  
CM SEGMENT AND FUNDS & SECURITIES IN F&O SEGMENT**

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

To  
**Maheshwari Equity Services (P) Limited**  
Marshall House, 3<sup>rd</sup> Floor  
Room No 309/310  
33/1 N S Road,  
Kolkata-700 001

Dear Sir,

1. With reference to my/ our trading account opened with you, I /we request you to maintain a running account for funds on my/ our behalf without settling the account on settlement of each transaction. I/We further request you to retain all amounts receivable by me/us until specifically requested by me/us to be settled within one working day of request, if the same is lying with Broker.
2. I/ we understand and agree that no interest will be payable to me /us on the funds or securities so Retained With you.
3. I/ we may be trading in derivatives segment & cash segment of various Exchanges and hence have various accounts with you .In this regard I /we here by authorize Broker to act at its discretion of adjusting any credit balance under my/our various accounts against the debit in any account across segments / Exchange, without taking any further instruction from me/us.
4. I / we also confirm that the securities lying in Client collateral A/c/Collateral account for onward transfer to CC/CM should be considered as margin deposit /collateral.
5. I/we authorize you to set off a part or whole of the margin deposited by me/us. Against any of my /our dues, by appropriating relevant amount of fund or by sale of securities which for m part of margin in the Client collateral account/Collateral Account for onward transfer to CC/CM.
6. I/we here by authorize you to pledge my/our securities deposited as margin by you as permitted in the running account and to deposit my/our funds deposited as margin to Exchanges /Clearing Corporations towards margin.
7. I /we may revoke the authorization at any time by giving a written notice.
8. I/we also agree that the actual settlement of fund and securities shall be done by us, at least once in a calendar quarter or month and the statement of account for the same will be provided to me by Broker.
9. I /we agree that fund given towards collaterals/margins inform of bank guarantee (BG)/Fixed Deposit Receipts (FDR) may not be periodically settled.
10. I/we agree that (a) in respect of derivatives market transactions, the Trading Member may retain the requisite Securities /funds on settlement date to take care of any margin obligation arising in next 5days, calculated in The manner specified by the Exchange,(b) in respect of cash market transactions, the Trading Member may Retain entire pay-in obligation of funds & securities due from me/us as on the date of settlement and for next day's business, the Trading Member may retain funds/securities/margin to the extent of value of transactions executed on the day of such settlement.
11. I/ we agree/ understand that there shall be no inter-client adjustment for the purpose of settlement of the running account.
12. Apart from margin liability as on the date of settlement, in all segments, additional margins (maximum up-to 125% of margin requirement on the day of settlement), i.e.225% of the total Margin requirement after excluding the margin on consolidated crystallized obligation, where applicable
13. I/ we shall bring any dispute arising from the statement of account or settlements made to the notice of the Trading. Member preferably within 7 working days from the date of receipt of funds/securities or statement as the case may be.
14. There must be a gap of maximum 90/30 days (as per the choice of the client viz. Quarterly/Monthly) between two running account settlements.

**PREFERENCE OF CLIENT FOR SETTLEMENT OF RUNNING ACCOUNT**

**Settlement Preferences**       **Monthly**       **Quarterly**

Thanking you,  
Yours faithfully,

X.....  
**Signature of the Client**

(Note: To be signed by person himself/herself and not to be signed by his/her attorney/authorised person etc.)

## GENERAL INFORMATION & INSTRUCTIONS

As per SEBI Master Circular No. CIR/ISD/AML/3/2010 dated December 31, 2010 regarding Client Due Diligence policy, related circulars on anti-money laundering and SEBI circular No. CIR/MIRSD/2/2013 dated January 24, 2013, non-individuals and trusts are required to provide details of ultimate beneficiary owner [UBO] and submit appropriate proof of identity of such UBOs. The beneficial owner has been defined in the circular as the natural person or persons, who ultimately own control or influence a client and/or persons on whose behalf a transaction is being conducted, and includes a person who exercises ultimate effective control over a legal person or arrangement. Ultimate Beneficiary Owner [UBO]:

### A. For Investors other than individuals or trusts:

- (i) The identity of the natural person, who, whether acting alone or together, or through one or more juridical person, exercises control through ownership or who ultimately has a controlling ownership interest. Controlling ownership interest means ownership of/entitlement to:
  - more than 25% of shares or capital or profits of the juridical person, where the juridical person is a company;
  - more than 15% of the capital or profits of the juridical person, where the juridical person is a partnership;
  - more than 15% of the property or capital or profits of the juridical person, where the juridical person is an unincorporated association or body of individuals.
- (ii) In cases where there exists doubt under clause (i) above as to whether the person with the controlling ownership interest is the beneficial owner or where no natural person exerts control through ownership interests, the identity of the natural person exercising control over the juridical person through other means like through voting rights, agreement, arrangements or in any other manner.
- (iii) Where no natural person is identified under clauses (i) or (ii) above, the identity of the relevant natural person who holds the position of senior managing official.

### B. For Investors which is a trust:

The identity of the settler of the trust, the trustee, the protector, the beneficiaries with 15% or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

### C. Exemption in case of listed companies/foreign investors:

The client or the owner of the controlling interest is a company listed on a stock exchange, or is a majority-owned subsidiary of such a company, it is not necessary to identify and verify the identity of any shareholder or beneficial owner of such companies Intermediaries dealing with foreign investors' viz., Foreign Institutional Investors, Sub Accounts and Qualified Foreign Investors, may be guided by the clarifications issued vide SEBI circular CIR/ MIRSD/ 11/2012 dated September 5, 2012, for the purpose of identification of beneficial ownership of the client.

### UBO Code Description

•UBO-1 : Controlling ownership interest of more than 25% of shares or capital or profits of the Applicant, where the Applicant is a company • UBO-2 : Controlling ownership interest of more than 15% of the capital or profits of the Applicant, where the Applicant is a partnership • UBO-3 : Controlling ownership interest of more than 15% of the property or capital or profits of the Applicant, where the Applicant is an unincorporated association or body of individuals • UBO-4 : Natural person exercising control over the Applicant through other means i.e., exercised through voting rights, agreement, arrangements or in any other manner [In cases where there exists doubt under UBO-1 to UBO-3 above as to whether the person with the controlling ownership interest is the beneficial owner or where no natural person exerts control through ownership interests] • UBO-5 : Natural person who holds the position of senior managing official [In case no natural person could be identified as above] • UBO-6 The settler(s) of the trust • UBO-7 :Trustee(s) of the Trust • UBO-8 :The Protector(s) of the Trust [if applicable]. • UBO-9 :The beneficiaries with 15% or more interest in the trust if they are natural person(s) • UBO-10 : Natural person(s) exercising ultimate effective control over the Trust through a chain of control or ownership.





**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) of Part C)

Details	UBO1	UBO2	UBO3
Name of UBO			
UBO Code (Refer 3(iv) of Part 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			
Percentage of Holding(%)\$			

\* To include US, where controlling person is a US citizen or green card holder  
 # 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.  
 % In case Tax Identification Number is not available, kindly provide functional equivalent  
 \$ Attach valid documentary proof like Shareholding pattern duly self attested by Authorized Signatory/Company Secretary

**DECLARATION**

I have read and understood the information requirements and the Terms & Conditions mentioned in this Form (read along with FATCA & CRS instructions) and hereby confirm that the information provided by me on this Form is true, correct and complete. I hereby agree and confirm to inform MESPL Securities Limited for any modification to this information promptly.  
 I further agree to abide by the provisions of the scheme related documents inter alia provisions of FATCA & CRS on Automatic Exchange of Information (AEOI).

Name	
Designation	
Sign here: (1)	Date: _____ Place: <input type="text"/>

For Investor convenience, **Maheshwari Equity Services (P) Limited** collecting this mandatory information for updating 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 or you can dispatch the hard copy to-

**MAHESHWARI EQUITY SERVICES (P) LIMITED**

Marshall House, 3<sup>rd</sup> Floor, Room No 309/310  
 33/1 N S Road, Kolkata-700 001  
 Tel.: (033) 22312900 / 22315466

For Detail Terms & Conditions please visit [www.mesp.co.in](http://www.mesp.co.in)

**AUTHORISATION TO SEND ECN & SMS****Electronic Contract Note [ECN] & SMS- DECLARATION (Mandatory if client opts for ECN & SMS)**

To,  
 MAHESHWARI EQUITY SERVICES (P) LIMITED  
 Marshall House, 3<sup>rd</sup> Floor, Room No 309/310  
 33/1 N S Road, Kolkata-700 001

Dear Sir,

**Email Id Authorisation**

I/ We \_\_\_\_\_, a client with Member, M/s. MAHESHWARI EQUITY SERVICES (P) LIMITED, member of National Stock Exchange of India Limited undertake as follows:

- I/We am/are aware that the Member has to provide physical contract note in respect of all the trades placed by me/us unless I/We myself/ourselves want the same in the electronic form.
- I/We am/are aware that the Member has to provide electronic contract note for my/our convenience on my/our request only.
- Though the Member is required to deliver physical contract note, I/We find that it is inconvenient for me/us to receive physical contract notes. Therefore, I/We am/are voluntarily requesting for delivery of electronic contract note pertaining to all the trades carried out / ordered by me/us.
- I/We have access to a computer and am/are a regular internet user, having sufficient knowledge of handling the email operations.

I/ We hereby authorize you to electronically send me/ us my/ our Contract Notes, Daily Margin Statements, Monthly/ Quarterly Statements related to settlement of accounts, alerts, confirmations, etc. on my/our email id noted with you, i.e., \_\_\_\_\_ (same as on page 1 section B) , applicable with immediate effect.

Further:

- I/We hereby declare that the above Email Id belongs to  Self  Family  
 (If family, specify the name of the person and relationship – Spouse / Dependant Parents / Dependent Children) Name (of Relative) : \_\_\_\_\_  
 Relation: (My) \_\_\_\_\_
- I/We am/are aware that this declaration form should be in English or in any other Indian language known to me/us.
- I/We am/are aware that non-receipt of bounced mail notification by the member shall amount to delivery of the contract note at the above e-mail ID.

Client Signature \_\_\_\_\_

The above declaration and the guidelines on ECN as envisaged by the exchange have been read and understood by me/us. I/We am/are aware of the risk involved in dispensing with the physical contract note, and do hereby take full responsibility for the same.  
 \*(The email id must be written in own handwriting of the client.)

**Mobile No Authorisation**

I/ We hereby authorize you to send me/ us Trade confirmations and other commercial communication on my/ our mobile number noted with you, i.e., \_\_\_\_\_, applicable with immediate effect , even though I/We am/are registered or may register with National Do Not Call Registry. Further:

- I/We hereby declare that the above mobile number belongs to  Self  Family  
 (If family, specify the name of the person and relationship – Spouse / Dependant Parents / Dependent Children) Name (of Relative): \_\_\_\_\_  
 Relation: (My) \_\_\_\_\_

Client Signature \_\_\_\_\_

**Terms and Conditions:**

Terms and Conditions for availing the facility of the Electronic Contract Notes & Daily Margin Statement are as follows:

1. The Client will ensure availability of the above mentioned e-mail ID at all times.
2. The Client shall update for any change in e-mail ID through a duly executed physical letter.
3. Electronic Contract Notes, Daily Margin Statement & Ledger will also be available on URL: www.mesp.co.in
4. Clients can view the Electronic Contract Notes & Daily Margin Statement on URL by using the Username & Password.
5. In case of any failure in system or errors the same will be issued in physical form, which shall be binding on the client.
6. Mandate can be revoked at any time with the issuance of Physical Letter.

**AUTHORITY-CUM-DECLARATION IN CASE OF HUF AND JOINT FAMILY**

(To be obtained on Pre-Printed Letter Head of the HUF)

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

**MAHESHWARI EQUITY SERVICES (P) LIMITED**Marshall House, 3rd Floor,  
Room No 309/310  
33/1 N S Road,  
Kolkata 700 001

As our HUF wishes to open a Trading account with your company in the name of \_\_\_\_\_ we hereby state that the first signatory to this letter, i.e. \_\_\_\_\_ is the Karta of the joint family and other signatories are adult coparceners of the said family.

We hereby authorize the said Karta to open a Trading Account with Maheshwari Equity Services (P) Limited in the name and on behalf of the HUF. He is further authorized to sign, execute and submit such applications, undertakings and other requisite documents, writings and deeds as may be deemed necessary to expedient to open such account and give effect to this purpose. Maheshwari Equity Services (P) Limited is hereby authorized to honor all instructions oral or written, given on behalf of HUF by the said Karta.

We further confirm that the business of the said Joint family is carried on mainly by the said Karta in the interest and benefit of the entire body of coparceners and members of the joint family. We all undertake that claims due to Maheshwari Equity Services (P) Limited, from the said family shall be recoverable personally from all or any of us and also from the entire family properties of which the first signatory is the Karta, including the share of minor coparceners.

In view of the fact that ours is not a firm governed by the Indian Partnership Act, 1932, we have not got our said Family registered under the said Act. We hereby undertake to inform Maheshwari Equity Services (P) Limited of the death or birth of any coparcener or any change occurring at any time in the membership of our Joint Family during the currency of the account.

List of current members of the said HUF is as under noted,

S No	Name	Gender	Date of Birth	Designation & Relation with Karta (Self, Spouse, Son, Daughter, Parent)	PAN Compulsory for Karta Coparceners & Adult Members For Minor their respective date of Birth	Politically Exposed Person (PEP) / Non PEP	Signature
						<input type="checkbox"/> PEP <input type="checkbox"/> Non PEP	
						<input type="checkbox"/> PEP <input type="checkbox"/> Non PEP	
						<input type="checkbox"/> PEP <input type="checkbox"/> Non PEP	
						<input type="checkbox"/> PEP <input type="checkbox"/> Non PEP	
						<input type="checkbox"/> PEP <input type="checkbox"/> Non PEP	

\_\_\_\_\_  
Stamped and signed by Karta of the said HUF

**FORMAT OF BOARD RESOLUTION IN CASE OF CORPORATE**

(To be obtained on Pre-Printed Letter Head of the Firm)

CERTIFIED TRUE COPY OF THE RESOLUTION PASSED IN THE MEETING OF THE BOARD OF DIRECTORS OF M/S.  
..... Ltd. AND HAVING ITS REGISTERED OFFICE  
AT..... HELD ON ..... DAY ..... OF ..... , 20....  
AT.....

Resolved that the Company do agree with M/S. MAHESHWARI EQUITY SERVICES (P) LIMITED, Member of the National Stock Exchange of India Limited (NSE) for the purpose of dealing on Capital Market segment, Futures and Options segment or any other segment that may be introduced by NSE in future and the said Trading Member be and is hereby authorized to honour instructions, oral or written, given on behalf of the company by any of the under noted authorized signatories:

Sr. No. Name Designation

- 1.
- 2.

who is/are authorized to sell, purchase, transfer, endorse, negotiate documents and/or otherwise deal through MAHESHWARI EQUITY SERVICES (P) LIMITED SECURITIES LTD on behalf of the Company.

RESOLVED FURTHER THAT Mr. .... and/or Mr. ...., Directors and/or Mr. .... Authorized Signatory of the Company be and are hereby authorized to sign, execute and submit such applications, undertakings agreements and other requisite documents, writings and deeds as may be deemed necessary or expedient to open account and give effect to this resolution.

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

For.....Ltd.  
Chairman / Company Secretary

Specimen Signatures of the Authorized Persons.

Sl. No.	Name	Specimen Signatures
3.....		
4.....		
5.....		

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

Date:

Place:

**DECLARATION TO BE GIVEN BY CORPORATES**  
(To be obtained on Pre-Printed Letter Head of the Firm)

To  
**MAHESHWARI EQUITY SERVICES (P) LIMITED**  
Marshall House, 3rd Floor,  
Room No 309/310,  
33/1 N S Road,  
Kolkata 700 001

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

Dear Sir,

We hereby certify that the following resolution of the Board of Directors of ..... Limited was duly passed at the Board meeting held on dated ..... that

1. The company is empowered to deal in equities, derivatives, debentures, debt products and agrees to the terms of the Member as per Member Constituent Agreement.
2. The Member is hereby authorized to act on the oral or written instructions of any one or more of the following persons He/they is /are authorized to operate the account and to deal in equities, derivatives, debentures and currency derivative and to sell, purchase, transfer, endorse, negotiate documents and / or otherwise deal through MAHESHWARI EQUITY SERVICES (P) LIMITED on behalf of the company ..... He/they is/are also authorized to sign, execute and submit such applications undertakings agreements and other requisite documents, writings and deeds as may be deemed necessary or expedient to open account and give effect to this purpose.

Sl No	Name	Signature(s)
1	.....	.....
2	.....	.....
3	.....	.....
4	.....	.....
5	.....	.....

Signature of Chairman / Director and/or Signature of Company Secretary

(Please attach a certified true copy of the resolution)

Date:

Place:





**ANTI-MONEY LAUNDERING (AML) – COMBATING FINANCING OF TERRORISM (CFT)****WHAT YOU MUST KNOW - FAQs**

Help us in preventing money laundering / terrorist financing.....Your assistance really matters us.

Ever wondered why the Broker is asking you certain personal information which has hitherto never been called for? Such information can include documents evidencing source of funds/ income tax returns/ bank records etc. By providing this information to the Broker, at the time of account opening and subsequently as and when required, you are actually assisting the efforts in prevention of money laundering / terrorist financing. Here are the details, presented in the form of frequently asked questions (FAQs) to let you know how.

**What is Money Laundering?**

Money Laundering is the process by which criminals attempt to hide and disguise the true origin and ownership of the proceeds of their criminal activities, thereby avoiding prosecution, conviction and confiscation of the criminal funds. The term Money Laundering is also used when the funds are used for terrorist financing, though the origin of the funds may be legitimate.

Money-laundering has acquired a global character that not only threatens security, but also compromises the stability, transparency, and efficiency of financial systems. Money-laundering techniques are becoming more sophisticated and complex with each passing day.

The objective of AML & CFT Program is to prevent financial intermediaries from being used as a tool for the purpose of Money laundering & terrorist financing and to preserve the integrity of the financial system. In response to mounting concern over money laundering, the Financial Action Task Force on money laundering (FATF) was established by the G-7 Summit in Paris in 1989 to develop a co-ordinated international response. One of the first tasks of the FATF was to develop Recommendations, 40 in all, which set out the measures national governments should take to implement effective anti-money laundering programmes.

**How much money is laundered per year?**

The IMF has stated in 1996 that the aggregate size of money laundering in the world could be somewhere between two and five percent of the world's gross domestic product.

Using 1996 statistics, these percentages would indicate that money laundering ranged between USD 590 billion and USD 1.5 trillion. However it must be said that overall it is absolutely impossible to produce a reliable estimate of the amount of money laundered and therefore the FATF does not publish any figures in this regard.

**How is money laundered?**

In the initial - or placement - stage of money laundering, the launderer introduces his illegal profits into the financial system. This might be done by breaking up large amounts of cash into less conspicuous smaller sums that are then deposited directly into a bank account, or by purchasing a series of monetary instruments (cheques, money orders, etc.) that are then collected and deposited into accounts at another location. After the funds have entered the financial system, the second - or layering - stage takes place. In this phase, the launderer engages in a series of conversions or movements of the funds to distance them from their source. The funds might be channeled through the purchase and sales of investment instruments, or the launderer might simply wire the funds through a series of accounts at various banks across the globe. This use of widely scattered accounts for laundering is especially prevalent in those jurisdictions that do not cooperate in anti-money laundering investigations. In some instances, the launderer might disguise the transfers as payments for goods or services, thus giving them a legitimate appearance.

Having successfully processed his criminal profits through the first two phases the launderer then moves them to the third stage - integration - in which the funds re-enter the legitimate economy. The launderer might choose to invest the funds into real estate, luxury assets, or business ventures.

**Where does money laundering occur?**

Money laundering can occur practically anywhere in the world. Generally, money launderers tend to seek out countries or sectors in which there is a low risk of detection due to weak or ineffective anti-money laundering programmes.

**How does money laundering affect business, economic development & society at large?**

Money laundering damages the integrity of the financial institution, entire society and undermines democracy and the rule of the law as it rewards corruption and crime.

There is a damping effect on foreign direct investment when a country's commercial and financial sectors are perceived to be subject to the control and influence of organised crime. Fighting money laundering and terrorist financing is therefore a part of creating a business friendly environment which is a precondition for lasting economic development.

The possible social and political costs of money laundering, if left unchecked or dealt with ineffectively, are serious. Organised crime can infiltrate financial institutions, acquire control of large sectors of the economy through investment, or offer bribes to public officials and indeed

governments. The economic and political influence of criminal organisations can weaken the social fabric, collective ethical standards, and ultimately the democratic institutions of society.

### **How does fighting money laundering help fight crime?**

Targeting the money laundering aspect of criminal activity and depriving the criminal of his ill-gotten gains means hitting him where he is vulnerable. Without a usable profit, the criminal activity will not continue.

### **What should individual governments be doing about it?**

A great deal can be done to fight money laundering, and, indeed, many governments have already established comprehensive anti-money laundering regimes. These regimes aim to increase awareness of the phenomenon - both within the government and the private business sector - and then to provide the necessary legal or regulatory tools to the authorities charged with combating the problem. Some of these tools include making the act of money laundering a crime; giving investigative agencies the authority to trace, seize and ultimately confiscate criminally derived assets; and building the necessary framework for permitting the agencies involved to exchange information among themselves and with counterparts in other countries.

### **What are Local regulations on AML/CFT?**

- a) Prevention of Money Laundering Act, 2002 (PMLA) came in to force with effect from July 01, 2005 read with the prevention of Money Laundering (Amendment) Act, 2009.
- b) SEBI Guidelines on PMLA vide circular issued in January 2006 followed by latest Master circular issued in February 2010.
- c) Exchanges have also issued Guidelines on PMLA to be followed by all registered intermediary.

### **How is Money Laundering defined under PMLA 2002?**

Section 3 of the Prevention of Money Laundering Act (PMLA) 2002 defines the "Offence of Money Laundering" as "Whosoever directly or indirectly attempts to indulge or knowingly assists or knowingly is party or is actually involved in any process or activity connected with the **proceeds of crime** and projecting it as untainted property shall be guilty of the offence of money laundering."

"**Proceeds of crime**" has been defined in Section 2 of the PMLA as the property derived or obtained directly or indirectly by any person, as a result of criminal activity relating to a scheduled offence or the value of such property. "**Scheduled Offences**", as per section 2 of PMLA, are specified in two parts of the schedule to PMLA. The value involved in offences specified in Part B should be Rs.30 lakhs or more.

### **Why KYC/AML Policy for Market Intermediary?**

SEBI has instructed all Market Intermediary to adopt a KYC/AML Policy

- a) To prevent criminal elements from using the Capital Market for money laundering activities
- b) To enable the Broker to know/understand the customers and their financial dealings better, which in turn would help the Broker to manage risks prudently.
- c) To put in place appropriate controls for detection and reporting of suspicious activities in accordance with applicable laws/laid down procedures.
- d) To comply with applicable laws and regulatory guidelines.
- e) To take necessary steps to ensure that the concerned staff is adequately trained in KYC/AML procedures.

### **What are the obligations of Market Intermediary under PMLA 2002?**

Section 12 of PML Act 2002, places certain obligations on every banking company, financial institution and market intermediary, which include:

- a) Maintaining a record of prescribed transactions.
- b) Furnishing information of prescribed transactions to the specified authority (Financial Intelligence Unit-India (FIU-IND)).
- c) Verifying and maintaining records of the identity of its clients.
- d) Preserving records in respect of a,b,c above, for a period of 10 years from the date of cessation of transactions with the clients.

### **What is Financial Intelligence Unit-India (FIU-IND)?**

FIU-IND is a central, national agency, set up by Government of India on 18th November, 2004, responsible for receiving (and as permitted, requesting), analyzing and disseminating to the competent authorities, disclosures of financial information (i) Concerning suspected proceeds of crime and potential financing of terrorism, or (ii) Required by national legislation or regulation, in order to combat money laundering and terrorist financing.

### **What are the transactions to be reported by Market intermediary to FIU-IND?**

- a) All cash transactions of the value of more than Rs.10 lakhs or its equivalent in foreign currency.

- b) All series of cash transactions integrally connected to each other, which have been valued below Rs.10 lakhs or its equivalent in foreign currency (excluding individual transactions below Rs.50,000/- in the reporting) where such series of transactions have taken place within a month and the aggregate value of such transactions exceeds Rs.10 lakhs.
- c) Counterfeit currency transactions.
- d) Suspicious transactions.

**What are suspicious transactions?**

Rule 2(l) (g) of PMLA-2002 defines suspicious transactions as:

A transaction whether or not made in cash which, to a person acting in good faith-

- (a) gives rise to a reasonable ground of suspicion that it may involve the proceeds of crime; or
- (b) appears to be made in circumstances of unusual or unjustified complexity; or
- (c) appears to have no economic rationale or bonafide purpose; or
- (d) gives rise to a reasonable ground of suspicion that it may involve financing of activities relating to terrorism.

Place: \_\_\_\_\_

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

<b>Policy / Declaration on AML / CFL</b>		
<b>SI No</b>	<b>AML Measures</b>	<b>Particulars</b>
1	AML Policy	We have in place written policy & procedure as per guidelines issued by SEBI/Exchange / FIU-IND
2	Know Your Customer (KYC) documentation	We have in place system for identification of our clients including KYC
3	Maintenance of Records	We update the client profile on a regular basis.
4	Screening against negative List	We have in place record maintenance and retention procedures as prescribed. We screen the client database to ensure that it is not held by or linked to anyone included in the specified list.
5	Risk Assessment	We have in place system to place clients into high, medium & low risk category and apply enhanced due diligence for clients that pose a higher risk.
6	Clients of Special Category	We have in place policy to place clients of special category such as persons with political link, non residents, Trusts, NGOs, closely held Companies, etc. in high risk category.
7	Monitoring, Identification & Reporting of Suspicious Transactions	We have in place, systems and procedures for monitoring, detection and reporting of suspicious transactions to the relevant authorities.
8	Audit	We are Subject to inspection by SEBI/Exchange. Additionally we are periodically audited by an independent internal auditor that assesses AML policies and procedures too.

**Information provided by the Client in Relation to the Prevention of Money Laundering Act, 2002**

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

If Business / Profession : Nature of Business : \_\_\_\_\_ Industry : \_\_\_\_\_

Details of the relatives / group company, having account with MESPL :

	Name	Relationship	UCC
1.			
2.			
3.			
4.			

Details of the Corporate / Partnership Firm / Trusts etc. where Client is affiliated

	Name	Equity Type	Nature of Business	Relationship	UCC
1.					
2.					
3.					
4.					

I / We hereby submit and agree to submit every year following documents to MESPL, before the due date as prescribed by MESPL

1. Profit and Loss Account & Capital Account
2. Balance Sheet
3. Self attested copy of Income Tax Return (If return not available, please furnish Form 16)
4. Networth Certificate
5. Shareholding Pattern

I / We confirm that I will immediately inform MESPL in case I am convinced under any grounds or any action is taken against me/us by any authority.

Do you intend to invest in the Stock market with: Own Funds  Borrowed Funds 

If Borrowed Funds, then please specify Sources of funds:

Sources	Amount (Rs.)

Certificated / Opinion Report from the Banker / Financial Institution confirming that there has been no default in the client's account to be attached.

I / We hereby declare that I/We am/are beneficial owner of the Trading/On-line account opened with MESPL

\_\_\_\_\_  
Client's Name\_\_\_\_\_  
Client's Signature

## Escalation Matrix

Greetings from Maheshwari Equity Services (P) Limited

Please find below contact detail and escalation matrix of Maheshwari Equity Services (P) Limited in order to strengthen our process of handling Investor Grievance.

Details of	Contact Person	Address	Contact No	Email Id
Customer Care	Sunil Sureka	Marshall House 3 <sup>rd</sup> Floor Room No 309/310 33/1 N S Road Kolkata – 700 001	9903870065	muskpapa@gmail.com
Head of Customer care	Sumit Lahoti	Marshall House 3 <sup>rd</sup> Floor Room No 309/310 33/1 N S Road Kolkata – 700 001	9830168660	Sumit_709@yahoo.co.in
Compliance Officer	Rekha Maheswari	Marshall House 3 <sup>rd</sup> Floor Room No 309/310 33/1 N S Road Kolkata – 700 001	9830793820 033-22312900	Maheshwari_equity@yahoo.co.in
CEO	Mukul Mimani	Marshall House 3 <sup>rd</sup> Floor Room No 309/310 33/1 N S Road Kolkata – 700 001	9836384547 033-22312900	mukul_mimani@yahoo.com