

CLIENT CODE



# MEHTA VAKIL & CO. PVT. LTD.

ESTD : 1921

**MEMBER:**

**BOMBAY STOCK EXCHANGE LIMITED (CASH, F&O & CURRENCY)  
NATIONAL STOCK EXCHANGE OF INDIA LTD. (CASH & F&O)  
DEPOSITORY PARTICIPANT OF CDSL**

**CORPORATE OFFICE:**

61, 6th Floor, Maker Chamber III,  
223, Nariman Point, Mumbai - 400 021.

Tel.: 2272 1082, 2272 2620

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

## CLIENT REGISTRATION FORM

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

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

**REF./INTRODUCED BY** : \_\_\_\_\_

**RELATIONSHIP THROUGH GENERATIONS**

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## ACCOUNT OPENING KIT

Name of stock broker/ trading member/clearing member	<b>MEHTA VAKIL &amp; CO. PVT. LTD.</b>
SEBI Registration No. and date	For NSE Cash INB 230979636 Dated: 18-11-2004 For NSE F&O INF 230979636 Dated: 17-12-2004 For BSE Cash INB 010979634 Dated: 30-12-1997 For BSE F&O INF 010979634 Dated: 23-06-2004 For BSE Currency INE 010979634 Dated: 18-04-2017 NSE Member Code No.: 09796 • BSE Clearing No.: 492
Self Clearing Member for NSE F&O	
Clearing Member: (BSE Currency & F&O Segment)	I. L. & F. S.: BSE (Sebi Regn. No. INF 011133834) Self Clearing Member In NSE Plot No. C-22, G Block, Bandra-Kurla Complex, Bandra (E), Mumbai - 400 051 • Tel.: 2857 0965 • Fax: 2857 0983
Regd. office address:	P.G. 11, Ground Floor, Stock Exchange, Rotunda Building, Bombay Samachar Marg, Mumbai - 400 001. • Tel.: 2272 1082, 2272 2620 Website: www.mehtavakil.com
Corporate office address:	61, 6th Floor, Maker Chamber III, 223, Nariman Point, Mumbai - 400 021.
Compliance officer name: phone no. & email id:	<b>SUNIL JADHAV (BSE) • JAYESH MEHTA (NSE)</b> 2272 1082 • mehtavakil@gmail.com
Director name: phone no. & email id:	<b>JAYESH J. MEHTA</b> 2272 1082 • jayeshmehta@mehtavakil.com
For any grievance/dispute please contact <b>MEHTA VAKIL &amp; CO. PVT. LTD.</b> at the above address or email id: bsecomplaints@mehtavakil.com and Phone no. 91-22-2272 1082. In case not satisfied with the response, please contact SEBI on filing complaints on SCORES Tel.: 1800 266 7575 or 1800 22 7575 • www.scores.gov.in & concerned exchange(s) at:	
<b>BSE Limited</b> Department of Investor Services, P. J. Towers, 1st Floor, Dalal Street, Fort, Mumbai - 400001. Tel. No.: 022 2272 1233/34 Fax: (022) 2272 3677 Investor Services E-mail Id:- is@bseindia.com Investor Services Telephone No.: 022 22728097 Email id: stanies.crasto@bseindia.com	
<b>National Stock Exchange of India Limited</b> Investor Grievance Cell/Arbitration Exchange Plaza, 5th Floor, Plot No. C/1, G Block, Bandra Kurla Complex, Bandra (E), Mumbai 400051. Toll Free No.: 18002660058 Fax: (022) 2659 8191 E-mail Id:- ignse@nse.co.in	

<b>DISCLOSURE IN TERMS OF SEBI CIRCULAR NO.: SEBI/MRD/SE/CIR-42/2003 DATED NOVEMBER 19, 2003</b>	
<b>MEHTA VAKIL &amp; CO. PVT. LTD.</b> caters to Institutional, Corporate, High net-worth and other retail clients through membership of various exchanges.	
<b>MEHTA VAKIL &amp; CO. PVT. LTD.</b> besides doing client based business also does its own investment and/or trading.	
<b>For MEHTA VAKIL &amp; CO. PVT. LTD.</b>	<b>"Proprietary Trading Disclosure noted"</b>
Director/Authorised Signatory	Client Name : _____  Client Code : _____  Client's Signature : _____

**Check-List of Enclosures Required with this Form (Please Tick)**

- ☐ Clear Copy of PAN Card - Name on PAN Card should match & Photo must be visible
- ☐ Clear Copy of Aadhaar Card (Self attested)

**Proof of Demat Account - Clear Copy of Any ONE Proof as per details below**

- ☐ Copy(ies) of Demat Account Master Report issued by DP(s) of ALL Account(s) as detailed Above
- ☐ Copy(ies) of Demat Account Statement(s) issued by DP(s) of ALL Account(s) as detailed Above

**Proof of Bank Account - Clear Copy of Any ONE Proof as per details below**

- ☐ Copy(ies) of Cancelled Cheque leaf(s) of ALL Bank Account(s) as detailed Above
- ☐ Copy(ies) of Pass Book(s)/Recent Statement(s) of ALL Bank Account(s) as detailed Above

**Clear Copy of Any ONE of Photo Identification Proof as per details below**

- |   |  |
|---|--|
| <input type="checkbox"/> Aadhaar Card (Mandatory)                           | <input type="checkbox"/> PAN Card                        |
| <input type="checkbox"/> Voter's ID Card                                    | <input type="checkbox"/> Valid/unexpired Passport        |
| <input type="checkbox"/> Photo ID Card issued by Employer regd. under Mapin | <input type="checkbox"/> Valid/unexpired Driving License |
| <input type="checkbox"/> Any other _____                                    |  |

**Clear Copy of Any ONE of Residential Address Proof as per details below**

- ☐ Aadhaar Card (Mandatory)
- ☐ Valid/unexpired Passport
- ☐ Valid/unexpired Driving License
- ☐ Voter's ID Card
- ☐ Ration Card
- ☐ Insurance Policy
- ☐ Sale Agreement
- ☐ Any other \_\_\_\_\_

**Recent - Not more than 3 (two) months old.....**

- |  |   |
|--|---|
| <input type="checkbox"/> Telephone Bill  | <input type="checkbox"/> Bank Statement |
| <input type="checkbox"/> Electricity Bill                                      | <input type="checkbox"/> Bank Passbook  |
| <input type="checkbox"/> Flat Maint. Bill                                      | <input type="checkbox"/> Rent Receipt   |
| <input type="checkbox"/> Certificate issued by Employer registered Under Mapin |   |

**Clear Copies of Any ONE Income Document for Dealing in Derivatives/F&O Segment**

- |   |  |   |
|---|--|---|
| <input type="checkbox"/> ITR acknowledgment | <input type="checkbox"/> Net-worth Certificate   | <input type="checkbox"/> Latest Demat Holding Statement       |
| <input type="checkbox"/> Annual Accounts    | <input type="checkbox"/> Latest Salary Slip  | <input type="checkbox"/> Bank A/c Statement for last 6 months |
| <input type="checkbox"/> Latest Form 16     | <input type="checkbox"/> Any other relevant document/s substantiating ownership of assets. |   |

**Additional Documents for NRI - Clear Copies as per details below**

- |   |   |  |
|---|---|--|
| <input type="checkbox"/> Valid/unexpired Passport | <input type="checkbox"/> Proof of Foreign Address | <input type="checkbox"/> Copy of RBI Permission/Approval |
|---|---|--|

**Specific Instructions**

Bank Passbook / Bank Statement - If Details on Passbook is modified then a Bank Stamp & Signature is required. Internet Account Statements are NOT valid.

Demat Account: If Demat Account is opened/to be opened with us then we will attach the proof for the same.

**Note1:** Politically Exposed Person(PEP) or Related to a PEP: If you/ your family member/ close relative or you/ your family member/ close relative 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 then you may be termed as PEP.



**A Clarification / Guidelines on filling 'Personal Details' section**

- 1 **Name:** The name should match the name as mentioned in the Proof of Identity submitted failing which the application is liable to be rejected.
- 2 One the following is mandatory: **Mother's name, Spouse's name, Father's name.**

**B Clarification / Guidelines on filling 'Current address details' section**

- 1 In case of deemed POA such as utility bill, the document need not be uploaded on CKYCR
- 2 PoA to be submitted only if the submitted Pol does not have current address or address as per Pol is invalid or not in force.
- 3 State / U.T Code and Pin / Post Code will not be mandatory for Overseas addresses.
- 4 In Section 2, one of I, II and III is to be selected. In case of online E-KYC authentication, II is to be selected.
- 5 In Section 3, one of I, II, III and IV is to be selected. In case of E-KYC authentication, II is to be selected.
- 6 List of documents for 'Deemed Proof of Address'.  
Document Code Description
  - 01 Utility bill which is not more than two months old of any service provider (electricity, telephone, post-paid mobile phone, piped gas, water bill).
  - 02 Property or Municipal Tax receipt.
  - 03 Pension or family pension payment orders (PPOs) issued to retired employees by Government Departments or Public Sector Undertakings, if they contain the address.
  - 04 Letter of allotment of accommodation from employer issued by State Government or Central Government departments, statutory or regulatory bodies, public sector undertakings, scheduled commercial banks, financial institutions and listed companies and leave and license agreements with such employers allotting official accommodation.
- 7 Regulated Entity (RE) shall redact (first 8 digits) of the Aadhaar number from Aadhaar related data and documents such as proof of possession of Aadhaar, while uploading on CKYCR.
- 8 "Equivalent e-document" means an electronic equivalent of a document issued by the issuing authority of such document with its valid digital signature including issued to the digital locker account of the client as per rule 9 of the Information Technology (Preservation and Retention of information by intermediaries Providing Digital Locker Facilities) Rules, 2016.
- 9 'Digital KYC process' has to be carried out as stipulated in the PML Rules, 2005.
- 10 REs may use the Self Declaration check box where Aadhaar authentication has been carried out successfully for a client and client wants to provide a current address, different from the address as per the identity information available in the Central Id entities Data Repository.

**C Clarification / Guidelines on filling 'Contact details' section**

- 1 Please mention two- digit country code and 10 digit mobile number (e.g. for Indian mobile number mention 91-9999999999).
- 2 Do not add '0' in the beginning of Mobile number.

**D Clarification / Guidelines on filling 'Related Person details' section**

- 1 Provide KYC number of related person, if available.

**E Clarification on Minor**

- 1 Guardian details are optional for minors above 10 years of age for opening of bank account only
- 2 However, in case guardian details are available for minor above 10 years of age, the same (or CKYCR number of guardian) is to be uploaded.

**INSTRUCTIONS/ CHECK LIST****1. Additional documents in case of trading in derivatives segments - illustrative list:**

1. Copy of ITR Acknowledgement,	2. Bank account statement for last 6 months,
3. Copy of Annual Accounts	4. Self declaration with relevant supporting documents.
5. In case of salary income - Salary Slip, Copy of Form 16	6. Copy of demat account holding statement
7. Any other relevant documents substantiating ownership of Assets	8. Net worth certificate,

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

2. Self-certified copy of cancelled cheque leaf/ pass book/bank statement specifying name of the constituent, MICR Code or/and IFSC Code of the bank should be submitted. (Not more than 4 months old)

3. Demat master or recent holding statement issued by DP bearing name of the client.

**4. For individuals:**

- a. Stock broker has an option of doing 'in-person' verification through web camera at the branch office of the stock broker/sub-broker's office.
- b. In case of non-resident clients, employees at the stock broker's local office, overseas can do in-person verification. Further, considering the infeasibility of carrying out 'In-person' verification of the non-resident clients by the stock broker's staff, attestation of KYC documents by Notary Public, Court, Magistrate, Judge, Local Banker, Indian Embassy / Consulate General in the country where the client resides may be permitted.

**5. For non-individuals:**

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



**Important Instructions:**

- A) Fields marked with '\*' are mandatory fields.  
 B) Tick '✓' wherever applicable.  
 C) Please fill the form in English and in BLOCK letters.  
 D) Please fill the date in DD-MM-YYYY format.  
 E) For particular section update, please tick (✓) in the box section number and strike off the sections not required to be updated.  
 F) Please read section wise detailed guidelines/

instructions at the end.

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- G) List of State/U.T code as per Indian Motor Vehicle Act, 1988 is available at the end.  
 H) List of two character ISO 3166 country codes is available at the end.  
 I) KYC number of applicant is mandatory for update application.  
 J) The 'OPT based E-KYC' check box is to be checked for accounts opened using OTP based EKYC in non face to face mode.

**For office use only**Application Type\* ☐ New ☐ Update

(To be filled by financial institution) KYC No. \_\_\_\_\_ (Mandatory for KYC update required)

Account Type\* ☐ Normal ☐ Minor ☐ Aadhaar OTP based E-KYC (in non-face to face mode)☐ 1. PERSONAL DETAILS (Please refer instruction A at the end)

	Prefix	First Name	Middle Name	Last Name
<input type="checkbox"/> Name* (Same as ID proof)				
Maiden Name				
Father/Spouse Name*				
Mother Name*				
Date of Birth*				
Gender*	<input type="checkbox"/> M- Male	<input type="checkbox"/> F- Female	<input type="checkbox"/> T-Transgender	
Marital Status*	<input type="checkbox"/> Married	<input type="checkbox"/> Unmarried	<input type="checkbox"/> Others	
Nationality*	<input type="checkbox"/> Indian	<input type="checkbox"/> Other		
Status*	<input type="checkbox"/> Resident Individual	<input type="checkbox"/> Non Resident	<input type="checkbox"/> Foreign National	
(Passport copy mandatory for NRIs & Foreign Nationals)				
PAN*			<input type="checkbox"/> Form 60 furnished	

☐ 2. PROOF OF IDENTITY AND ADDRESS\* (Please refer instruction B at the end)

(Certified copy of OVD or equivalent e-document of OVD or OVD obtained through digital KYC process needs to be submitted (any one of the following OVDs))

<input type="checkbox"/> A- Passport Number	
<input type="checkbox"/> B- Voter ID Card	
<input type="checkbox"/> C- Driving Licence	
<input type="checkbox"/> D- NREGA Job Card	
<input type="checkbox"/> E- National Population Register Letter	
<input type="checkbox"/> F- Proof of Possession of Aadhaar	X X X X X X X X
<input type="checkbox"/> E- KYC Authentication	X X X X X X X X
<input type="checkbox"/> Offline verification of Aadhaar	X X X X X X X X

PHOTO

Signature below  
Photograph

Address

Line 1*	
Line 2	
Line 3	
District*	PIN/Post Code* State /U. T. Code* ISO 3166 Country Code*

☐ 3. CURRENT ADDRESS DETAILS (Please refer instruction B at the end)☐ Same as above mentioned address (In such cases address details as below need not be provided)

I Certified copy of OVD or equivalent e-document of OVD or OVD obtained through digital KYC process needs to be submitted (anyone of the following OVDs)

<input type="checkbox"/> A- Passport Number	
<input type="checkbox"/> B- Voter ID Card	
<input type="checkbox"/> C- Driving Licence	
<input type="checkbox"/> D- NREGA Job Card	
<input type="checkbox"/> E- National Population Register Letter	
<input type="checkbox"/> F- Proof of Possession of Aadhaar	X X X X X X X X
II <input type="checkbox"/> E- KYC Authentication	X X X X X X X X





Please fill in ENGLISH and in BLOCK LETTERS with black ink

1. **Name of Applicant** (Please write complete name as per Certificate of Incorporation / Registration; leaving one box blank between 2 words. Please do not abbreviate the Name).

[illegible]

### 1. Address for Correspondence

City / Town / Village										Postal Code									
State										Country									

**2. Contact Details**

Tel. (Off.)					(STD)		Tel. (Res.)					(STD)	
Mobile					(STD)		Fax					(STD)	
Email Id.													

**3. Proof of address to be provided by Applicant. Please submit ANY ONE of the following valid documents & tick (✓) against the document attached.**

☐ \*Latest Telephone Bill (only Land Line)
 ☐ \*Latest Electricity Bill
 ☐ \*Latest Bank Account Statement
 ☐ Registered Lease / Sale Agreement of Office Premises

☐ Any other proof of address document (as listed overleaf). (Please specify) \_\_\_\_\_

\*Not more than 3 Months old. **Validity/Expiry date of proof of address submitted** d d / m m / y y y y

**4. Registered Address (if different from above)**

City / Town / Village										Postal Code									
State										Country									

**5. Proof of address to be provided by Applicant. Please submit ANY ONE of the following valid documents & tick (✓) against the document attached.**

☐ \*Latest Telephone Bill (only Land Line)
 ☐ \*Latest Electricity Bill
 ☐ \*Latest Bank Account Statement
 ☐ Registered Lease / Sale Agreement of Office Premises

☐ Any other proof of address document (as listed overleaf). (Please specify) \_\_\_\_\_

\*Not more than 3 Months old. **Validity/Expiry date of proof of address submitted** d d / m m / y y y y

1. Name, PAN, residential address and photographs of Promoters/Partners/Karta/Trustees & whole time directors

(Please use the Annexure to fill in the details)

2. a. DIN of whole time directors (Please use the Annexure to fill in the details)

b. Aadhaar number (UID) of Promoters/Partners/Karta (Please use the Annexure to fill in the details)

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.

## Place:

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

## AMC/Intermediary name OR code -

MEHTA VAKIL & CO. PVT. LTD.

☐ Originals Verified and Self Attested  
Document copies received

For MEHTA VAKIL & CO. PVT. LTD.

Director/Authorised Signatory

Staff Name	Designation
------------	-------------

Date \_\_\_\_\_



## INSTRUCTIONS/CHECK LIST FOR FILLING KYC FORM

### A. IMPORTANT POINTS:

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

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

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

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

- (\*Documents having an expiry date should be valid on the date of submission.)
- Passport/Voters Identity Card/Ration Card/Registered Lease or Sale Agreement of

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

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

### D. Exemptions/clarifications to PAN

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

- In case of transactions undertaken on behalf of Central Government and/or State Government and by officials appointed by Courts e.g. Official liquidator, Court receiver etc.
- Investors residing in the state of Sikkim.
- UN entities/multilateral agencies exempt from paying taxes/filing tax returns in India.
- SIP of Mutual Funds upto Rs 50, 000/- p.a.
- In case of institutional clients, namely, 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:

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

### F. 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). 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/ Government 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>



**Annexure**

**Details of Promoters / Partners / karta / Trustees and whole time directors forming a part of KYC Application Form for Non-Individuals**

Name of Applicant: \_\_\_\_\_ PAN of the Applicant: | | | | | | | | | |

<p>Name: _____</p> <p>Regd./Residential Address: _____</p> <p>Tel./Mobile No.: _____ DIN Number: _____</p> <p>Unique Identification Number(UID) / AADHAAR if Any: _____</p> <p>Relationship with Applicant: _____ PAN: _____ </p>	<p>Signature across Photograph</p>
---	--

Please tick, if applicable: ☐ Politically Exposed Person (PEP)  
☐ Related to a Politically Exposed Person (RPEP)  
☐ No

<p>Name: _____</p> <p>Regd./Residential Address: _____</p> <p>Tel./Mobile No.: _____ DIN Number: _____</p> <p>Unique Identification Number(UID) / AADHAAR if Any: _____</p> <p>Relationship with Applicant: _____ PAN: _____ </p>	<p>Signature across Photograph</p>
---	--

Please tick, if applicable: ☐ Politically Exposed Person (PEP)  
☐ Related to a Politically Exposed Person (RPEP)  
☐ No

<p>Name: _____</p> <p>Regd./Residential Address: _____</p> <p>Tel./Mobile No.: _____ DIN Number: _____</p> <p>Unique Identification Number(UID) / AADHAAR if Any: _____</p> <p>Relationship with Applicant: _____ PAN: _____ </p>	<p>Signature across Photograph</p>
---	--

Please tick, if applicable: ☐ Politically Exposed Person (PEP)  
☐ Related to a Politically Exposed Person (RPEP)  
☐ No

<p>Name: _____</p> <p>Regd./Residential Address: _____</p> <p>Tel./Mobile No.: _____ DIN Number: _____</p> <p>Unique Identification Number(UID) / AADHAAR if Any: _____</p> <p>Relationship with Applicant: _____ PAN: _____ </p>	<p>Signature across Photograph</p>
---	--

Please tick, if applicable: ☐ Politically Exposed Person (PEP)  
☐ Related to a Politically Exposed Person (RPEP)  
☐ No

Name & Signature of the Authorised Signatory(ies)

Date | | | | | | |



## TRADING ACCOUNT RELATED DETAILS

**A. BANK ACCOUNT(S) DETAILS** (First Bank A/c. is default Bank A/c., through which transaction will generally be routed)






Bank Name	Address	Type of A/c	A/c. No.	MICR No.	IFSC Code

**B. DEPOSITORY ACCOUNT(S) DETAILS** (First Depository A/c. is default Depository A/c)

Depository Participant details of the Client (In order of presence)														
DP Name	Depository Name (NSDL/CDSL)	DP ID					Beneficiary ID (BOID)					Beneficiary Name		

**C. TRADING PREFERENCES**

Please sign in the relevant boxes where you wish to trade. The segment not chosen should be struck off by the client.

Segment	BSE	NSE	
Cash			
F & O			
Currency			

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

**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 Cr. ☐ > 1 Cr

Net-worth as on (date) \_\_\_\_\_ (Net worth should not be older than 1 year)

2. **Occupation (please tick any one and give brief details):** ☐ Private Sector ☐ Public Sector ☐ Government Service ☐ Business ☐ Professional ☐ Agriculturist ☐ Retired ☐ Housewife ☐ Student ☐ Others \_\_\_\_\_3. **Is the entity involved/providing any of the following services** ☐ YES ☐ NO **(For Non-Individuals only)**

- For Foreign Exchange / Money Changer Services ☐ YES ☐ NO – Gaming / Gambling / Lottery Services  
(e.g. casinos, betting syndicates) ☐ YES ☐ NO

- Money Lending / Pawning ☐ YES ☐ NO

4. **Please tick, if applicable:** Politically Exposed Person (PEP)/Related to a Politically Exposed Person (PEP) ☐ YES ☐ NO5. **Any other information:** \_\_\_\_\_**D. PAST ACTION**

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 (If yes please give details): \_\_\_\_\_

**E. DEALING 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. No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_ Website: www. \_\_\_\_\_

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

Name of Stock broker	Name of Sub-broker, if any	Client Code	Exchange

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

Pursuant to SEBI Circular dt.3.8.2018, w.e.f.1.4.2019 Sub-Broker has been migrated to Authorised Person

**F. ADDITIONAL DETAILS**

- Whether you wish to receive ☐ physical contract note or ☐ Electronic Contract Note (ECN)

Specify you Email id, if ECN: \_\_\_\_\_

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

- Whether you wish to avail of the facility of Internet Trading / wireless technology ☐ Yes ☐ No

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

- Number of years of Investment / Trading Experience \_\_\_\_\_
- In case of non-individuals, name, designation, PAN, UID, Signature, residential address and Photographs of persons authorised to deal in securities on behalf of company/firm/other: As per Annexure
- Any other information

**G. INTRODUCER DETAILS (OPTIONAL)**

Name of Introducer :-

Address of the Introducer :-

Status of the Introducer: ☐ Sub Broker ☐ Remisier ☐ Authorized Person ☐ Existing Client☐ Others, Please Specify

Phone No.:

Signature of Introducer:



## DECLARATION

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

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



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

Signature of Client/ (all) Authorized Signatory(ies)

### FOR OFFICE USE ONLY

UCC Code allotted to the Client: \_\_\_\_\_

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

I/We undertake that I/we have made the client aware of 'Policy and Procedures', tariff sheet and all the non-mandatory documents. I/We have also made the client aware of 'Rights and Obligations' document (s), RDD and Guidance Note. I/We have given/sent him a copy of all the KYC documents.

I/We undertake that any change in the 'Policy and Procedures', tariff sheet and all the non-mandatory documents would be duly intimated to the clients. I/We also undertake that any change in the 'Rights and Obligations' and RDD would be made available on my /our website, if any, for the information of the clients.

For Mehta Vakil & Co. Pvt. Ltd.

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

Director/ Authorised Signatory

# NOMINATION FORM

[Annexure A to SEBI circular No. SEBI/HO/MIRSD/RTAMB/CIR/P/2021/601 dated July 23, 2021 on Mandatory

Nomination for Eligible Trading and Demat Accounts]

(To be filled in by individual applying singly or jointly)

TM/DP Name & Address		MEHTA VAKIL & CO. PVT. LTD. 61, 6th Floor, Maker Chamber III, 223, Nariman Point, Mumbai - 400 021.										Nomination Registration No.		Dated													
Date	D	D	M	M	Y	Y	Y	Y	DP ID	1	2	0	1	9	7	0	0	Client ID	0	0							
<input type="checkbox"/> I/We wish to make a nomination. [As per details given below]																		UCC									
<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.																											
<b>Nomination can be made upto three nominees in the account.</b>				<b>Details of 1st Nominee</b>						<b>Details of 2nd Nominee</b>						<b>Details of 3rd Nominee</b>											
<b>1. First Name</b>																											
<b>Middle Name</b>																											
<b>Last Name</b>																											
<b>2. Share of each Nominee</b>																											
Equally (If not equally, please specify percentage)				%						%						%											
				Any odd lot after division shall be transferred to the first nominee mentioned in the form.																							
<b>3. Relationship With the Applicant (If Any)</b>																											
<b>4. Address of Nominee(s)</b>																											
City																											
State																											
Pin																											
Country																											
<b>5. Mobile No./Tele. No. of nominee(s)</b>																											
<b>6. E-mail ID of nominee(s)</b>																											
<b>7. Nominee Identification details</b> [Please tick any one of following and provide details of same] <input type="checkbox"/> Photograph & Signature																											
<input type="checkbox"/> PAN																											
<input type="checkbox"/> Aadhaar																											
<input type="checkbox"/> Saving Bank a/c. no.																											
<input type="checkbox"/> Proof of Identity																											
<input type="checkbox"/> Demat Account ID																											
<b>Sr. Nos. 8-14 should be filled only if nominee(s) is a minor:</b>																											
<b>8. Date of Birth (in case of minor nominee(s))</b>				D	D	M	M	Y	Y	Y	Y	D	D	M	M	Y	Y	Y	Y	D	D	M	M	Y	Y	Y	Y
<b>9. Name of Guardian (Mr./Ms.) {in case of minor nominee(s)}</b>																											



<b>10. Address of the Guardian(s)</b>			
City			
State & Country			
Pin			
<b>11. Mobile/Tele. no. of Guardian</b>			
<b>12. E-mail ID of the Guardian</b>			
<b>13. Relationship of the Guardian with the Nominee</b>			
<b>14. Guardian Identification details</b> [Please tick any one of following and provide details of same] <input type="checkbox"/> Photograph & Signature			
<input type="checkbox"/> PAN			
<input type="checkbox"/> Aadhaar			
<input type="checkbox"/> Saving Bank a/c. no.			
<input type="checkbox"/> Proof of Identity			
<input type="checkbox"/> Demat Account ID			

Note: This nomination shall supersede any prior nomination made by the account holder(s), if any.




#### Declaration Form for opting out of nomination

[Annexure B to SEBI circular No. SEBI/HO/MIRSD/RTAMB/CIR/P/2021/601 dated July 23, 2021 on Mandatory Nomination for Eligible Trading and Demat Accounts]


☐ I/We do not wish to make a nomination.

I/We hereby confirm that I/We do not wish to appoint any nominee(s) in my/our trading/demat 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/demat account, which may also include documents issued by Court or other such competent authority, based on the value of assets held in the trading/demat account.

#### Name and Signature of Nominee applicable for both Annexure A & B

	First/Sole Holder or Guardian (in case of Minor)	Second Holder	Third Holder
Name			
Signature 			

#### Details of the Witness applicable for both Annexure A & B (Required only if the account holder affixes thumb impression, instead of signature)

Names of Witness	
Address of Witness	
Signature of Witness 	

I/We have received and read the document of 'Rights and Obligation of BO-DP' (DP-CM agreement for BSE Clearing Member Accounts) including the schedules thereto and the terms & conditions and agree to abide by and be bound by the same and by the Bye Laws as are in force from time to time. I / We declare that the particulars given by me/us above are true and to the best of my/our knowledge as on the date of making this application. I/We further agree that any false / misleading information given by me / us or suppression of any material information will render my account liable for termination and suitable action.

**RIGHTS AND OBLIGATIONS OF STOCK BROKERS, SUB-BROKERS AND CLIENTS  
as prescribed by SEBI and Stock Exchanges**

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

**CLIENT INFORMATION**

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

**MARGINS**

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

**TRANSACTIONS AND SETTLEMENTS**

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



14. The stock broker shall inform the client and keep him apprised about trading/settlement cycles, delivery/ payment schedules, any changes therein from time to time, and it shall be the responsibility in turn of the client to comply with such schedules/procedures of the relevant stock exchange where the trade is executed.
15. The stock broker shall ensure that the money/securities deposited by the client shall be kept in a separate account, distinct from his/its own account or account of any other client and shall not be used by the stock broker for himself/itself or for any other client or for any purpose other than the purposes mentioned in Rules, Regulations, circulars, notices, guidelines of SEBI and/or Rules, Regulations, Bye-laws, circulars and notices of Exchange.
16. Where the Exchange(s) cancels trade(s) suo moto all such trades including the trade/s done on behalf of the client shall ipso facto stand cancelled, stock broker shall be entitled to cancel the respective contract(s) with client(s).
17. The transactions executed on the Exchange are subject to Rules, Byelaws and Regulations and circulars/ notices issued thereunder of the Exchanges where the trade is executed and all parties to such trade shall have submitted to the jurisdiction of such court as may be specified by the Byelaws and Regulations of the Exchanges where the trade is executed for the purpose of giving effect to the provisions of the Rules, Byelaws and Regulations of the Exchanges and the circulars/notices issued thereunder.

#### **BROKERAGE**

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

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

19. Without prejudice to the stock broker's other rights (including the right to refer a matter to arbitration), the client understands that the stock broker shall be entitled to liquidate/close out all or any of the client's positions for non-payment of margins or other amounts, outstanding debts, etc. and adjust the proceeds of such liquidation/close out, if any, against the client's liabilities/obligations. Any and all losses and financial charges on account of such liquidation/closing-out shall be charged to and borne by the client.
20. In the event of death or insolvency of the client or his/its otherwise becoming incapable of receiving and paying for or delivering or transferring securities which the client has ordered to be bought or sold, stock broker may close out the transaction of the client and claim losses, if any, against the estate of the client. The client or his nominees, successors, heirs and assignee shall be entitled to any surplus which may result therefrom. The client shall note that transfer of funds/securities in favor of a Nominee shall be valid discharge by the stock broker against the legal heir.
21. The stock broker shall bring to the notice of the relevant Exchange the information about default in payment/ delivery and related aspects by a client. In case where defaulting client is a corporate entity/partnership/ proprietary firm or any other artificial legal entity, then the name(s) of Director(s)/Promoter(s)/Partner(s)/ Proprietor as the case may be, shall also be communicated by the stock broker to the relevant Exchange(s).

#### **DISPUTE RESOLUTION**

22. The stock broker shall provide the client with the relevant contact details of the concerned Exchanges and SEBI.
23. The stock broker shall co-operate in redressing grievances of the client in respect of all transactions routed through it and in removing objections for bad delivery of shares, rectification of bad delivery, etc.
24. The client and the stock broker shall refer any claims and/or disputes with respect to deposits, margin money, etc., to arbitration as per the Rules, Byelaws and Regulations of the Exchanges where the trade is executed and circulars/notices issued thereunder as may be in force from time to time.
25. The stock broker shall ensure faster settlement of any arbitration proceedings arising out of the transactions entered into between him vis-à-vis the client and he shall be liable to implement the arbitration awards made in such proceedings.
26. The client/stock-broker understands that the instructions issued by an authorized representative for dispute



resolution, if any, of the client/stock-broker shall be binding on the client/stock-broker in accordance with the letter authorizing the said representative to deal on behalf of the said client/stock-broker.

#### **TERMINATION OF RELATIONSHIP**

27. This relationship between the stock broker and the client shall be terminated; if the stock broker for any reason ceases to be a member of the stock exchange including cessation of membership by reason of the stock broker's default, death, resignation or expulsion or if the certificate is cancelled by the Board.
28. The stock broker, sub-broker and the client shall be entitled to terminate the relationship between them without giving any reasons to the other party, after giving notice in writing of not less than one month to the other parties. Notwithstanding any such termination, all rights, liabilities and obligations of the parties arising out of or in respect of transactions entered into prior to the termination of this relationship shall continue to subsist and vest in/be binding on the respective parties or his/its respective heirs, executors, administrators, legal representatives or successors, as the case may be.
29. In the event of demise/insolvency of the sub-broker or the cancellation of his/its registration with the Board or/withdrawal of recognition of the sub-broker by the stock exchange and/or termination of the agreement with the sub broker by the stock broker, for any reason whatsoever, the client shall be informed of such termination and the client shall be deemed to be the direct client of the stock broker and all clauses in the 'Rights and Obligations' document(s) governing the stock broker, sub-broker and client shall continue to be in force as it is, unless the client intimates to the stock broker his/its intention to terminate their relationship by giving a notice in writing of not less than one month.

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

30. The stock broker shall ensure due protection to the client regarding client's rights to dividends, rights or bonus shares, etc. in respect of transactions routed through it and it shall not do anything which is likely to harm the interest of the client with whom and for whom they may have had transactions in securities.
31. The stock broker and client shall reconcile and settle their accounts from time to time as per the Rules, Regulations, Bye Laws, Circulars, Notices and Guidelines issued by SEBI and the relevant Exchanges where the trade is executed.
32. The stock broker shall issue a contract note to his constituents for trades executed in such format as may be prescribed by the Exchange from time to time containing records of all transactions including details of order number, trade number, trade time, trade price, trade quantity, details of the derivatives contract, client code, brokerage, all charges levied etc. and with all other relevant details as required therein to be filled in and issued in such manner and within such time as prescribed by the Exchange. The stock broker shall send contract notes to the investors within one working day of the execution of the trades in hard copy and/or in electronic form using digital signature.
33. The stock broker shall make pay out of funds or delivery of securities, as the case may be, to the Client within one working day of receipt of the payout from the relevant Exchange where the trade is executed unless otherwise specified by the client and subject to such terms and conditions as may be prescribed by the relevant Exchange from time to time where the trade is executed.
34. The stock broker shall send a complete 'Statement of Accounts' for both funds and securities in respect of each of its clients in such periodicity and format within such time, as may be prescribed by the relevant Exchange, from time to time, where the trade is executed. The Statement shall also state that the client shall report errors, if any, in the Statement within such time as may be prescribed by the relevant Exchange from time to time where the trade was executed, from the receipt thereof to the Stock broker.
35. The stock broker shall send daily margin statements to the clients. Daily Margin statement should include, inter-alia, details of collateral deposited, collateral utilized and collateral status (available balance/due from client) with break up in terms of cash, Fixed Deposit Receipts (FDRs), Bank Guarantee and securities.
36. The Client shall ensure that it has the required legal capacity to, and is authorized to, enter into the relationship with stock broker and is capable of performing his obligations and undertakings hereunder. All actions required to be taken to ensure compliance of all the transactions, which the Client may enter into shall be completed by the Client prior to such transaction being entered into.



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

37. In case, client opts to receive the contract note in electronic form, he shall provide an appropriate e-mail id to the stock broker. The client shall communicate to the stock broker any change in the email-id through a physical letter. If the client has opted for internet trading, the request for change of email id may be made through the secured access by way of client specific user id and password.
38. The stock broker shall ensure that all ECNs sent through the e-mail shall be digitally signed, encrypted, non-tamper able and in compliance with the provisions of the IT Act, 2000. In case, ECN is sent through e-mail as an attachment, the attached file shall also be secured with the digital signature, encrypted and non-tamperable.
39. The client shall note that non-receipt of bounced mail notification by the stock broker shall amount to delivery of the contract note at the e-mail ID of the client.
40. The stock broker shall retain ECN and acknowledgement of the e-mail in a soft and non-tamperable form in the manner prescribed by the exchange in compliance with the provisions of the IT Act, 2000 and as per the extant rules/regulations/circulars/guidelines issued by SEBI/Stock Exchanges from time to time. The proof of delivery i.e., log report generated by the system at the time of sending the contract notes shall be maintained by the stock broker for the specified period under the extant regulations of SEBI/stock exchanges. The log report shall provide the details of the contract notes that are not delivered to the client/e-mails rejected or bounced back. The stock broker shall take all possible steps to ensure receipt of notification of bounced mails by him at all times within the stipulated time period under the extant regulations of SEBI/stock exchanges.
41. The stock broker shall continue to send contract notes in the physical mode to such clients who do not opt to receive the contract notes in the electronic form. Wherever the ECNs have not been delivered to the client or has been rejected (bouncing of mails) by the e-mail ID of the client, the stock broker shall send a physical contract note to the client within the stipulated time under the extant regulations of SEBI/stock exchanges and maintain the proof of delivery of such physical contract notes.
42. In addition to the e-mail communication of the ECNs to the client, the stock broker shall simultaneously publish the ECN on his designated web-site, if any, in a secured way and enable relevant access to the clients and for this purpose, shall allot a unique user name and password to the client, with an option to the client to save the contract note electronically and/or take a print out of the same.

## **LAW AND JURISDICTION**

43. In addition to the specific rights set out in this document, the stock broker, sub-broker and the client shall be entitled to exercise any other rights which the stock broker or the client may have under the Rules, Bye-laws and Regulations of the Exchanges in which the client chooses to trade and circulars/notices issued thereunder or Rules and Regulations of SEBI.
44. The provisions of this document shall always be subject to Government notifications, any rules, regulations, guidelines and circulars/notices issued by SEBI and Rules, Regulations and Bye laws of the relevant stock exchanges, where the trade is executed, that may be in force from time to time.
45. The stock broker and the client shall abide by any award passed by the Arbitrator(s) under the Arbitration and Conciliation Act, 1996. However, there is also a provision of appeal within the stock exchanges, if either party is not satisfied with the arbitration award.
46. Words and expressions which are used in this document but which are not defined herein shall, unless the context otherwise requires, have the same meaning as assigned thereto in the Rules, Byelaws and Regulations and circulars/notices issued thereunder of the Exchanges/SEBI.
47. All additional voluntary clauses/document added by the stock broker should not be in contravention with rules/regulations/notices/circulars of Exchanges/SEBI. Any changes in such voluntary clauses/document(s) need to be preceded by a notice of 15 days. Any changes in the rights and obligations which are specified by Exchanges/SEBI shall also be brought to the notice of the clients.
48. If the rights and obligations of the parties hereto are altered by virtue of change in Rules and regulations of SEBI or Bye-laws, Rules and Regulations of the relevant stock Exchanges where the trade is executed, such changes shall be deemed to have been incorporated herein in modification of the rights and obligations of the parties mentioned in this document.



**INTERNET & WIRELESS TECHNOLOGY BASED TRADING FACILITY PROVIDED BY STOCK BROKERS TO CLIENT**  
**(All the clauses mentioned in the 'Rights and Obligations' document(s) shall be applicable. Additionally, the clauses mentioned herein shall also be applicable.)**

1. Stock broker is eligible for providing Internet based trading (IBT) and securities trading through the use of wireless technology that shall include the use of devices such as mobile phone, laptop with data card, etc. which use Internet Protocol (IP). The stock broker shall comply with all requirements applicable to internet based trading/securities trading using wireless technology as may be specified by SEBI & the Exchanges from time to time.
2. The client is desirous of investing/trading in securities and for this purpose, the client is desirous of using either the internet based trading facility or the facility for securities trading through use of wireless technology. The Stock broker shall provide the Stock broker's IBT Service to the Client, and the Client shall avail of the Stock broker's IBT Service, on and subject to SEBI/Exchanges Provisions and the terms and conditions specified on the Stock broker's IBT Web Site provided that they are in line with the norms prescribed by Exchanges/SEBI.
3. The stock broker shall bring to the notice of client the features, risks, responsibilities, obligations and liabilities associated with securities trading through wireless technology/internet/smart order routing or any other technology should be brought to the notice of the client by the stock broker.
4. The stock broker shall make the client aware that the Stock Broker's IBT system itself generates the initial password and its password policy as stipulated in line with norms prescribed by Exchanges/SEBI.
5. The Client shall be responsible for keeping the Username and Password confidential and secure and shall be solely responsible for all orders entered and transactions done by any person 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/Exchanges.



**RISK DISCLOSURE DOCUMENT FOR CAPITAL MARKET AND DERIVATIVES SEGMENTS**

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

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

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

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

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

Stock exchanges does not provide or purport to provide any advice and shall not be liable to any person who enters into any business relationship with any stock broker of Stock exchanges and/or any third party based on any information contained in this document. Any information contained in this document must not be construed as business advice. No consideration to trade should be made without thoroughly understanding and reviewing the risks involved in such trading. If you are unsure, you must seek professional advice on the same.

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

**1. BASIC RISKS:**

**1.1 Risk of Higher Volatility:**

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

**1.2 Risk of Lower Liquidity:**

Liquidity refers to the ability of market participants to buy and/or sell securities / derivatives contracts expeditiously at a competitive price and with minimal price difference. Generally, it is assumed that more the numbers of orders available in a market, greater is the liquidity. Liquidity is important because with greater liquidity, it is easier for investors to buy and/or sell securities / derivatives contracts swiftly and with minimal price difference, and as a result, investors are more likely to pay or receive a competitive



price for securities / derivatives contracts purchased or sold. There may be a risk of lower liquidity in some securities / derivatives contracts as compared to active securities / derivatives contracts. As a result, your order may only be partially executed, or may be executed with relatively greater price difference or may not be executed at all.

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

### 1.3 Risk of Wider Spreads:

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

### 1.4 Risk-reducing orders:

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

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

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

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

### 1.5 Risk of News Announcements:

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

### 1.6 Risk of Rumors:

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

### 1.7 System Risk:

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

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

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



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

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

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

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

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

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

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

#### **2.2 Currency specific risks:**

- 1. The profit or loss in transactions in foreign currency-denominated contracts, whether they are traded in your own or another jurisdiction, will be affected by fluctuations in currency rates where there is a need to convert from the currency denomination of the contract to another currency.
- 2. Under certain market conditions, you may find it difficult or impossible to liquidate a position. This can occur, for example when a currency is deregulated or fixed trading bands are widened.
- 3. Currency prices are highly volatile. Price movements for currencies are influenced by, among other things: changing supply-demand relationships; trade, fiscal, monetary, exchange control programs and policies of governments; foreign political and economic events and policies; changes in national and international interest rates and inflation; currency devaluation; and sentiment of the market place. None of these factors can be controlled by any individual advisor and no assurance can be given that an advisor's advice will result in profitable trades for a participating customer or that a customer will not incur losses from such events.



### 2.3 Risk of Option holders:

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

### 2.4 Risks of Option Writers:

1. If the price movement of the underlying is not in the anticipated direction, the option writer runs the risks of losing substantial amount.
2. The risk of being an option writer may be reduced by the purchase of other options on the same underlying interest and thereby assuming a spread position or by acquiring other types of hedging positions in the options markets or other markets. However, even where the writer has assumed a spread or other hedging position, the risks may still be significant. A spread position is not necessarily less risky than a simple 'long' or 'short' position.
3. Transactions that involve buying and writing multiple options in combination, or buying or writing options in combination with buying or selling short the underlying interests, present additional risks to investors. Combination transactions, such as option spreads, are more complex than buying or writing a single option. And it should be further noted that, as in any area of investing, a complexity not well understood is, in itself, a risk factor. While this is not to suggest that combination strategies should not be considered, it is advisable, as is the case with all investments in options, to consult with someone who is experienced and knowledgeable with respect to the risks and potential rewards of combination transactions under various market circumstances.

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

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

### 4. GENERAL

- 4.1 The term 'constituent' shall mean and include a client, a customer or an investor, who deals with a stock broker for the purpose of acquiring and/or selling of securities / derivatives contracts through the mechanism provided by the Exchanges.
- 4.2 The term 'stock broker' shall mean and include a stock broker, a broker or a stock broker, who has been admitted as such by the Exchanges and who holds a registration certificate from SEBI.

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



**GUIDANCE NOTE - DO'S AND DON'TS FOR TRADING ON THE EXCHANGE(S) FOR INVESTORS  
BEFORE YOU BEGIN TO TRADE**

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

**TRANSACTIONS AND SETTLEMENTS**

8. The stock broker may issue electronic contract notes (ECN) if specifically authorized by you in writing. You should provide your email id to the stock broker for the same. Don't opt for ECN if you are not familiar with computers.
9. Don't share your internet trading account's password with anyone.
10. Don't make any payment in cash to the stock broker.
11. Make the payments by account payee cheque in favour of the stock broker. Don't issue cheques in the name of sub-broker. Ensure that you have a documentary proof of your payment/deposit of securities with the stock broker, stating date, scrip, quantity, towards which bank/ demat account such money or securities deposited and from which bank/ demat account.
12. Note that facility of Trade Verification is available on stock exchanges' websites, where details of trade as mentioned in the contract note may be verified. Where trade details on the website do not tally with the details mentioned in the contract note, immediately get in touch with the Investors Grievance Cell of the relevant Stock exchange.
13. In case you have given specific authorization for maintaining running account, payout of funds or delivery of securities (as the case may be), may not be made to you within one working day from the receipt of payout from the Exchange. Thus, the stock broker shall maintain running account for you subject to the following conditions:
  - a) Such authorization from you shall be dated, signed by you only and contains the clause that you may revoke the same at any time.
  - b) The actual settlement of funds and securities shall be done by the stock broker, at least once in a calendar quarter or month, depending on your preference. While settling the account, the stock broker shall send to you a 'statement of accounts' containing an extract from the client ledger for funds and an extract from the register of securities displaying all the receipts/deliveries of funds and securities. The statement shall also explain the retention of funds and securities and the details of the pledged shares, if any.
  - c) On the date of settlement, the stock broker may retain the requisite securities/funds towards outstanding obligations and may also retain the funds expected to be required to meet derivatives margin obligations for next 5 trading days, calculated in the manner specified by the exchanges. In respect of cash market

transactions, the stock broker may retain entire pay-in obligation of funds and securities due from clients as on date of settlement and for next day's business, he may retain funds/securities/margin to the extent of value of transactions executed on the day of such settlement in the cash market.

- d) You need to bring any dispute arising from the statement of account or settlement so made to the notice of the stock broker in writing preferably within 7 (seven) working days from the date of receipt of funds/securities or statement, as the case may be. In case of dispute, refer the matter in writing to the Investors Grievance Cell of the relevant Stock exchanges without delay.
14. In case you have not opted for maintaining running account and pay-out of funds/securities is not received on the next working day of the receipt of payout from the exchanges, please refer the matter to the stock broker. In case there is dispute, ensure that you lodge a complaint in writing immediately with the Investors Grievance Cell of the relevant Stock exchange.
15. Please register your mobile number and email id with the stock broker, to receive trade confirmation alerts/details of the transactions through SMS or email, by the end of the trading day, from the stock exchanges.

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

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16. In case, a stock broker surrenders his membership, is expelled from membership or declared a defaulter; Stock exchanges gives a public notice inviting claims relating to only the "transactions executed on the trading system" of Stock exchange, from the investors. Ensure that you lodge a claim with the relevant Stock exchanges within the stipulated period and with the supporting documents.
17. Familiarize yourself with the protection accorded to the money and/or securities you may deposit with your stock broker, particularly in the event of a default or the stock broker's insolvency or bankruptcy and the extent to which you may recover such money and/or securities may be governed by the Bye-laws and Regulations of the relevant Stock exchange where the trade was executed and the scheme of the Investors' Protection Fund in force from time to time.

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#### **DISPUTES/ COMPLAINTS**

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18. Please note that the details of the arbitration proceedings, penal action against the brokers and investor complaints against the stock brokers are displayed on the website of the relevant Stock exchange.
  19. In case your issue/problem/grievance is not being sorted out by concerned stock broker/sub-broker then you may take up the matter with the concerned Stock exchange. If you are not satisfied with the resolution of your complaint then you can escalate the matter to SEBI.
  20. Note that all the stock broker/sub-brokers have been mandated by SEBI to designate an e-mail ID of the grievance redressal division/compliance officer exclusively for the purpose of registering complaints.
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**POLICIES AND PROCEDURES (MANDATORY) OF MEHTA VAKIL & CO. PVT. LTD.****a. Refusal of orders for penny stocks:**

Although, the term 'Penny Stock' has not been defined by BSE/ NSE or any stock exchanges, SEBI a penny stock generally refers to a stock which has following mentioned characteristics:

- Has small market capitalization;
- Trades at a price less than its face value;
- Has unsound fundamentals;
- Is illiquid (A list of illiquid securities is jointly released by NSE & BSE from time to time.)  
MEHTA VAKIL & CO. PVT. LTD. recognizes that it is client's privilege to choose shares in which he/she would like to trade. However, MEHTA VAKIL & CO. PVT. LTD. like to have special attention to dealing in "Penny stocks" to this end,
- MEHTA VAKIL & CO. PVT. LTD. may refuse to execute any clients orders in penny stocks without assigning any reason for the same.
- Any large order for purchase or sale of a "Penny stocks" should be referred to Head - Dealing, such orders can be put in the market for execution.
- Clients must ensure that trading in "Penny stock" doesn't result in creation of artificial volume or false or misleading appearance of trading. Further, clients should ensure that trading in "Penny stock" doesn't operate as a device to inflate or depress or cause fluctuations in the price of such stock.
- Clients are expected not to place orders in penny stocks at prices which are substantially different from the prevailing market prices. Any such order is liable to be rejected at the sole discretion of MEHTA VAKIL & CO. PVT. LTD.
- In case of sale of penny stocks, client should ensure delivery of shares to MEHTA VAKIL & CO. PVT. LTD. before the pay-in date.

**b. Setting up client's exposure limit:**

- Exposure limit for each client is determined by the Risk management Department based on Net-worth information, client's financial capacity, prevailing market conditions and Margin deposited by client in the form of funds/securities with the MEHTA VAKIL & CO. PVT. LTD. These limits may be set exchange-wise, segment-wise, & scrip-wise.
- MEHTA VAKIL & CO. PVT. LTD. retains the discretion to set and modify from time to time any clients exposure limit decided as above.
- The limits are determined by Risk Management Department based on the above criteria and payment history of the client in consultation with Sales/Sales trader.
- Whenever, any client has taken over or wants to take exposure in any security, MEHTA VAKIL & CO. PVT. LTD. may call for appropriate margins in the form of early pay-in of shares or funds before or after execution of trades in the Cash segment. In case of any margin shortfall, the clients are told to reduce the position immediately or requested to deposit extra margin to meet the shortfall. Otherwise, MEHTA VAKIL & CO. PVT. LTD. may refuse to trade on behalf of such client in its own discretion.

**c. Applicable brokerage rate:**

- The applicable brokerage rate is mentioned in the Client registration form and any future change in the brokerage rate is communicated to the client.
- The maximum brokerage chargeable will not exceed as prescribed by SEBI and exchanges.
- The client will be charged other such charges as stamp duty, Transaction charge, STT & service Tax which will be recovered based on actual charges levied.

**d. Imposition of penalty / delayed payment charges by either party,****Specifying the rate and the period:**

- Penalty and other charges levied by Exchanges pertaining to trading of the client shall be recovered from the respective client.
- If there is delay on part of client in satisfying his/her margin obligation or settlement obligations, then, MEHTA



VAKIL & CO. PVT. LTD. shall levy interest at the rate of 12% p.a. on such shortage amount for the delayed period on such client. MEHTA VAKIL & CO. PVT. LTD. shall recover such delayed payment charges from the client by debiting the client's account.

- No interest or charges will be paid by MEHTA VAKIL & CO. PVT. LTD. to any client in respect of retention of funds or securities towards meeting future settlement obligations and in respect of running account authorizations.

**e. Right to sell clients' securities or close clients' positions, without giving notice to the client, on account of non payment of client's Dues:**

- MEHTA VAKIL & CO. PVT. LTD. has the right to close out/ liquidate or square off any open position of the client (limited to the extent of settlement /margin obligation) without giving any prior notice, all or any of the client's positions as well as securities / collaterals placed as margins for non-payments of margin or other lawful amounts due from such client in respect of settlement or any other dues that are recoverable from the client by MEHTA VAKIL & CO. PVT. LTD. The proceeds of the same shall be adjusted against the client's liabilities / obligations. Any loss or financial charges on account of such close-out /liquidation shall be debited to the client's account.

**f. Shortages in obligations arising out of internal netting of trades:**

- To determine the net obligation of a broker / trading cum clearing member (for securities and funds) in a settlement, clearing house does the netting of trades at the broker level. It is possible that a broker's net obligation towards clearing house may be nil but due to default by one or more clients in satisfying their obligations towards the broker, the broker internally might have shortages to fulfill its obligation towards the other client(s). In such situation, MEHTA VAKIL & CO. PVT. LTD. shall endeavor to collect the securities from the selling client and deliver it to the purchasing client within 48 hours of the settlement date. In case the selling client is unable to deliver the securities within 48 hours, then MEHTA VAKIL & CO. PVT. LTD. shall attempt to purchase the security from the market and deliver it to the purchasing client. If MEHTA VAKIL & CO. PVT. LTD. is unable to obtain the securities from the market, then the transaction will be closed out as per the auction rate prescribed by the Exchange for that scrip and the closing amount will be credited to the purchasing client and same will be debited to the selling client.

**g. Conditions under which a client may not be allowed to take further position or the broker may close the existing position of the client**

MEHTA VAKIL & CO. PVT. LTD. shall have absolute discretion and authority to limit client's volume of business or to close any existing position of a client without giving any prior notice to the client under following mentioned conditions:

- Extreme volatility in the market or in particular scrip or in the F&O segment.
- If there is shortfall in the margin deposited by client with MEHTA VAKIL & CO. PVT. LTD.
- If there is insider trading restrictions on the client.
- If there are any unforeseen adverse market conditions or any natural calamities affecting the operation of market.
- If there are any restrictions imposed by Exchange or Regulator on the volume of trading outstanding positions of contracts.
- If the client is undertaking any illegal trading practice or the client is suspected to be indulging in money laundering activities.
- If MEHTA VAKIL & CO. PVT. LTD. has reached its limit in that scrip.
- If the clients has breached the client-wise limit.
- If the client has taken or intends to take new position in a security which is in the ban period.
- If due to abnormal shortfall in the market, if market are closed.

**h. Temporarily suspending or closing a client's account based at the Client's request:**

- Any client desirous of temporarily suspending his or her trading account has to give such request in writing to the management. After management's approval, any further dealing in such client's account will be blocked.



Whenever, any suspended account wants to resume trading, request in writing should be made to management and management may ask for updated financial information & other details for reactivating such account. After receiving necessary documents, details etc. and approval from the management, client is reactivated & is allowed to carry out transaction.

- Similarly, any client desirous of closing his/her account permanently is required to inform in writing and the decision in this regard is taken by management. After necessary approval from the management, the client code is deactivated. Only after scrutinizing the compliance requirements and "no pending queries" confirmation is taken, securities and funds accounts are settled.

**i. Deregistering a Client**

MEHTA VAKIL & CO. PVT. LTD. may, in its absolute discretion, decide to deregister a particular client. The illustrative circumstances under which MEHTA VAKIL & CO. PVT. LTD. may deregister a client are given below:

- SEBI or any other regulatory body has passed an order against such client, prohibiting or suspending such client from participating in the securities market.
- Such client has been indicated by a regulatory body or any government enforcement agency in case of market manipulation or insider trading or any other case involving violation of any law, rule, regulation, guideline or circular governing securities market.
- Such client is suspected of indulging in illegal or criminal activities including fraud or money laundering.
- Such client's name appears in the UN list of prohibiting entities or SEBI debarred list.
- Such client's account has been lying dormant for a long time or client is not traceable.
- Such client has declared insolvent or any legal proceedings to declare him/her as such have been intended.
- Such client has been irregular in fulfilling obligations towards margin or settlement dues.
- Such client has a tainted reputation and any business relationship with such clients is likely to tarnish the reputation of MEHTA VAKIL & CO. PVT. LTD. or may act as detriment to MEHTA VAKIL & CO. PVT. LTD.'s prospects. Any outstanding dues in the client's account will be communicated and collected from the client and the client will be liable to pay such dues immediately on receiving such communication.

**j. Policy for Dormant In-active account:**

As per Broker's RMS policy, the account in which no transactions has taken place during the period of 6 months from the date of last transactions, the same shall be considered as Dormant / In-active account.

Such transaction date may relate to any of the following date, which ever is Later (a) entry related to contract or bill generation for buy/sell transaction or (b) entry related to payment of funds or securities by client or (c) entry passed by the broker by way of JV due to any dues / obligation recoverable from client including but not limited to auction charges, any penalty amount whether or not imposed by Exchange or SEBI or other authorities etc.

In order to reactivate the account the client shall have to make a written request for reactivation of his trading account with recent proofs & any upgradation in the KYC form.

However MVCPL may at its discretion reactivate the account after obtaining a request over telephone or email. MVCPL reserves the right to enquire about the request, with the client, if it so desires. Dormant / in active accounts may be prohibited from executing transactions till the time of reactivation of his account.

**k. Client Acceptance of Policies and Procedures stated hereinabove:**

- I/we have clearly understood and agree to abide by aforesaid policies and procedures.
- I/we also understand and agree that these policies and procedures can be changed by MVCPL from Time to time subject to posting of the amendments and modification therein on its website. The changes will be done with the consent of the client proceeded by notice as per applicable laws rules & regulations of Exchange/ SEBI and their applicability with prospective effects.




(Signature of the constituent)

## TARIFF SHEET

Brokerage Structure			
<b>Capital Market/Cash Segment of Any Exchange</b>			<b>Other Tariff Charges:</b> Brokerage will not exceed the limits Prescribed by Exchange/ SEBI.
Trading Account	% of Rate	Minimum (Rs.)	1. Minimum Brokerage per Contract for Non ECN Client (Rs.)
Same Day Square off	<input type="checkbox"/> One Side	<input type="checkbox"/> Each Side	
Delivery Based Trade			2. Minimum Brokerage per Contract for ECN Client (Rs.)
Trade To Trade			3. Security Deposits / Margins
<b>Currency Derivatives Segment of Any Exchange</b>			
Trading Account	% of Rate	Minimum (Rs.)	4. Account Maintenance Charges
Same Day Square off	<input type="checkbox"/> One Side	<input type="checkbox"/> Each Side	
Future			5. Account Modification Charges
Options			6. Charge to issue Duplicate Contract Note
<b>Futures &amp; Options/Derivatives Segment of Any Exchange</b>			7. Charges to issue Duplicate Statement of Account
Trading Account	% of Rate	Minimum (Rs.)	
Same Day Square off	<input type="checkbox"/> One Side	<input type="checkbox"/> Each Side	8. Charges to issue Physical Contract Note on Demand (For client who has opted for ECN)
Future			
Options			
<b>Statutory Charges &amp; Levies to be charged at the prevailing rates as applicable from time to time</b>			
Turnover/Transaction/Any other charges of Exchanges		Service Tax	
SEBI Turnover Based Fee		Stamp Duty	
Securities Transaction Tax (STT)		Any Other Charges levied/introduced by Regulators	

Event Based Charges to be levied as per actuals	
Bank Charges like RTGS/NEFT/Cheque Return etc.	Demat Auto Payout/Intra Settlement/ Pledge/Unpledge Charges
Penalties Charged by Exchanges / SEBI / Any Regulatory Authorities ONLY if it is due to Client's Defaults / Errors / Violations	
Penalty for Cheque Return	Late Payment Charges

Place:									
Date:	<table border="1" style="display: inline-table;"><tr><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr></table>								

Signature of the Applicant (Pl. sign within the box only)	
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**A. Digitally Signed contract Notes/ Confirmations**

The member shall send the contract notes, trade confirmations, bills, account statement, notice, circular, ledger confirmation, margin statement, demat account holding statement and all other communication on the designated Email Id of the client who have opted to receive contract notes in electronic form.

**B. DP charges and Exchange of Information**

Member shall exchange necessary information with the DP for smooth conduct/ operation of broking/ demat account. Member shall debit the clients account towards the clients outstanding with the DP.

**C. Tape recording of conversation**

Client is aware that member may tape record the conversation between the client and the member.

**D. Pledging of clients securities**

Client has permitted the member to pledge his securities in case of outstanding debit balance in the clients ledger

**E. Display of policy and other information on website of Member/ Exchange/ SEBI**

Client is aware that the policies/ procedures of the member and other information are regularly hosted on the website of the member and he shall ensure to keep himself updated with the same. Client also agrees to keep himself updated with the circulars hosted on the SEBI/ exchange website.

Client is also aware that Investor grievance email ID, Policy & Procedures, Copy of Standard KYC, Risk Management Policy, Literature of AML requirement, Links to website of SEBI and stock Exchanges of which Stock Broker is a member, other Information that a trading member is required to furnish to his clients is hosted on member's website as well as available on demand from member's office.

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

FOR NRI / FN

VOLUNTARY

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


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

**TO WHOMSOEVER IT MAY CONCERN**

I/We agree to abide by all necessary rules and regulations introduced or amended from time to time by all statutory government bodies in India, and guidelines as prescribed by the Reserve Bank of India under the Foreign Exchange Management Act, 1999 (FEMA).

Further, in the process of opening my/our accounts with the Indian Bank/s, members of Indian Stock Exchange/s, and Depository Participants, I/We have complied with the current laws and will continue to do so as required for the proper maintenance of the aforesaid accounts.

In case there is any change in my/our status from Resident to Non-resident or vice versa, I/We shall inform all concerned agencies of the same and will abide by the procedures and requirement for the transition.

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

**SMS AND E-MAIL ALERTS TO INVESTORS BY STOCK EXCHANGES****VOLUNTARY**

(Ref: SEBI circular No. CIR/MIRSD/15/2011 dated August 02, 2011)

I request you to enroll me for the following facility offered by the Stock Exchanges pursuant to above referred SEBI circular

☐ SMS Facility on Mobile No provided in my KYC

1. Mobile No Belongs to ☐ Self ☐ Family Member

2. In case of family member please specify the relationship:

☐ Dependent Child ☐ Dependent Parent ☐ Spouse

3. PAN No. of the family Member whose Mobile No is provided above:

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☐ Email Facility on email Id provided in my KYC

1. Email ID Belongs to ☐ Self ☐ Family Member

2. In case of family member please specify the relationship:


☐ Dependent Child ☐ Dependent Parent ☐ Spouse

3. PAN No. of the family Member whose Email ID is provided above:

--	--	--	--	--	--	--	--	--	--

**Note:**

1. Individual Client is invariably required to provide his own Mobile No. except in case of family members where the following relationship exist Dependent Child OR Dependent Parent OR Spouse
2. Non Individual client shall provide the Mobile/ Email details of the person authorized to receive such communication and as provided in the KYC.
3. Client may please note that Mobile No. of Trading Member (TM)/ employees of TM/ Sub broker/authorised person are not permitted for receiving the SMS/ Email communication from exchanges
4. Client may note that the circular is available for download on the exchange's website.

Signature of Client : 

**AUTHORITY FOR COLLECTION OF DOCUMENTS****VOLUNTARY**

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

**Mehta Vakil & Co. Pvt. Ltd.**

61, 6th Floor, Maker Chamber III,  
223, Nariman Point, Mumbai - 400 021.

Dear Sir,

In reference to my/our dealings with you as your client, I/we hereby authorize the following persons to collect and acknowledge various documents such as contracts, bills, ledger statements, cheques or any other documents on my/our behalf except your obligations as per SEBI/Exchange guidelines and the same will be binding on me/us:

Thanking you,

Yours faithfully,

S. No.	Name of the Signatory	Signature	Relation, if any

Signature of Client : 

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

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



**RUNNING ACCOUNT AUTHORISATION FOR ALL EXCHANGES****VOLUNTARY**

1. I/We hereby state that, I/we are aware of the norms relating to Pay-in & Pay-out of Funds and Securities. In order to facilitate operations and banking convenience, I/We hereby authorize you to maintain my/our fund account with you on a running account basis instead of daily settlement of funds due to me/us. Further, the Pay-out of Funds may be retained by you for the purpose of margins/exposures/collateral/any other obligations due to you. I/We also understand and agree that any credit amount lying with you will not attract any interest. I/We further understand that in case of non-payment of dues by me/us upto T + 2 day, the securities received towards payout may be retained by you in the Client Unpaid Securities Accounts (CUSA) as per the applicable guidelines.
2. On my/our specific request, you may release the Funds due to me/us. While doing the settlement, you may retain Entire pay-in obligation of funds outstanding at the end of the day on settlement of running account, of T day & T - 1 day, Margin liability as on the date of settlement of running account in all segments and additional margins (maximum upto 125% of total margin liability on the day of settlement). The margin liability shall include the end of the day margin requirement excluding the MTM and pay-in obligation. Hence you may retain 225% of the total margin liability in all the segments across exchanges.
3. If no transaction is done in the 30 calendar days since the last transaction, the credit balance of my/our account shall be returned within next three working days irrespective of the date when the running account was previously settled.
4. I/We hereby agree that you will settle my/our account of funds at least once in a calendar quarter/month. While settling the account you will send; in physical or electronic form; the "Statement of Running Accounts (SOA)" including the Retention Statement. I/We will bring in to your notice any discrepancies within 30 working days from the date of statement, failing which it is agreed by me/us that the Statement of Accounts as issued by you is proper and correct. My/Our preference for settlement of Running Account is at least once in:  
☐ 90 Days  
☐ 30 Days
5. I/We hereby agree that above stated periodic settlement of running account is not required in case I/we avail margin trading facility or for funds given by me/us towards collaterals/margin in the form of Bank guarantee (BG)/Fixed Deposit Receipts (FDR) directly in favor of CC/exchange. Margin trading account with no transaction, for preferred retention period, shall be settled as per the rules.
6. I/We understand and agree that excess securities (in the form of margin pledge) or any cash equivalent collateral deposited with CC on behalf of me, after adjustment of the 225% of margin liability, need not be unpledged.
7. I/We understand that this authorization may be revoked at any point of time, by giving prior written communication at your registered office.

Yours faithfully,

Signature of Client: **CONSENT FOR AUTHENTICATION****VOLUNTARY**

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

From: \_\_\_\_\_

UCC: \_\_\_\_\_

Demat Account No.: \_\_\_\_\_

I, the holder of Aadhar Number \_\_\_\_\_ hereby give my consent to Mehta Vakil & Co. Pvt. Ltd. To obtain my Aadhar Number, Name and Finger print/Iris for authentication with UIDAI.

Mehta Vakil & Co. Pvt. Ltd. has informed me that my identity information would only be used for opening Trading Account / Demat Account and also informed that my biometrics will not be stored/shared and will be submitted to CIDR only for the purpose of authentication.



Signature of Aadhar Number holder/I agree

From: \_\_\_\_\_

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

To,  
Dear Sirs,

**Sub: Mandate to issue contract notes in digital format & other communications (such as Daily Margin Statement, Statement of Funds & Securities, Account Confirmations, bills, Notices etc.) through an E-Mail**

I / We hereby agree and consent to accept the contract notes for transactions carried on by us/me on BSE, NSE with you, in terms of the mandatory & voluntary client registration document entered into between us/me, in digital form. Digital contracts issued by you as per the terms and conditions specified herein shall be binding on me/us. The mandate is subject to terms and conditions mentioned herein below.

Terms and conditions for issuance of contract notes in digital form between us :-

1. Digital Contract Notes in the format as may be prescribed by the Exchange from time to time will be mailed to me/us on the E-mail address provided to you.  
You can also send me/us my/our margin statement in digital form with contract notes.
2. I / we undertake to check the contract notes and bring the discrepancies to your notice preferably within 24 hours of such issuance of contract notes. My /our non-verification or not accessing the contract notes on regular basis shall not be a reason for disputing the contract note at any time.
3. In case of any failure in system or errors in digital contract notes, or bouncing of email contract notes will be issued in physical form, which shall be binding on the client.
4. Discrepancies, if any, should be sent on E-mail: bsecomplaints@mehtavakil.com, nsecomplaints@mehtavakil.com preferably within 24 hours of issuance of digital contract notes.
5. Clients can view the digital contract notes using the username & password through the web-site apart from the contract notes sent to the client through mail.
6. The Digital contract notes will be archived at an interval of 3 months. If the client intends to view the digital contract notes for a period prior to 3 months client may request for the same in writing.
7. The contract notes will be issued in digital form in compliance with the guidelines issued by SEBI / Exchanges from time to time.
8. It will be client's responsibility to regularly check the mailbox and keeping the storage space for new email messages.
9. Any changes in the terms and conditions shall be intimated from time to time. As per applicable laws rules and regulations of Exchange, SEBI.
10. Non-receipt of bounced mail notification by the trading member shall amount to delivery of contract note & other electronic documents at the e-mail ID of client.
11. Digital Contract Notes will also be available at our Web-site: www.mehtavakil.com
12. Any changes in the E-mail ID shall be communicated by us / me through a physical letter.

**Other Communications (such as Daily Margin Statement, Statement of Funds & Securities, Account Confirmations, bills, Notices etc.)**

You can send me various documents like Daily margin statement, Statement of funds & securities, Account confirmations, bills, notices etc. through an E-mail ID mentioned in this letter.

These instructions to issue digital contract notes & other communications are applicable with immediate effect. These instructions are several to all parties mentioned above.

My/Our E-mail ID \_\_\_\_\_

My/Our Alternative E-mail ID \_\_\_\_\_

Yours faithfully,



(Client Signature)

Client Code : (customer ID)



## Declaration for Anti - Money Landering Policy

VOLUNTARY

To,


**Mehta Vakil & Co. Pvt. Ltd.**

61, 6th Floor, Maker Chamber III,  
223, Nariman Point, Mumbai - 400 021.

Dear Sir,

1. I hereby confirm that I shall comply with guidelines issued by SEBI, RBI, BSE, NSE from time to time.
2. I hereby confirm that I am the sole beneficiary of all transactions, carried out in the trading and demat account & no other person directly or indirectly or indirectly has a beneficial interest in the account.
3. I hereby confirm that I have not been associated in any civil/criminal proceedings including fraud or money laundering in any court of law, nor I have been declared insolvent by any court.
4. I hereby declare that I have not been involved in any terrorist activity & I have not been declared as defaulter or my name is not appearing in defaulter database as per SEBI/ various Exchanges / Regulatory Bodies / CIBIL etc.

Thanking you,  
Yours faithfully,

Signature of the Client: 

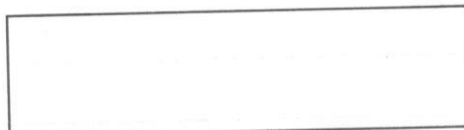
Name of the Client: \_\_\_\_\_

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

### Risk Assessment of Client in terms of PMLA 2002

Type of Client	High Risk	Low Risk	Medium Risk	CSC (Client Special Category)	PEP (Politically Exposed Person)

at the time of account opening



Categorisation of client would be changed only if there is change based on risk assessment of the client during his dealings with Mehta Vakil & Co. Pvt. Ltd.

**For Mehta Vakil & Co. Pvt. Ltd.**

Director/Authorised Signatory

## Family Declaration - Email/Mobile Updation in Family Codes

(Compulsory in case having common email &amp; mobile in more than one account in Mehta Vakil &amp; Co. Pvt. Ltd.)

To,  
MEHTA VAKIL & CO. PVT. LTD.

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

61, 6th Floor, Maker Chamber III,  
223, Nariman Point, Mumbai - 400 021.

Dear Sir/Madam,

**Subject: Family Declaration for registering common Mobile/Email details**

I request you to register the following mobile number and/or email id in my demat and/or trading account(s) to be opened with you.




Mobile No.: \_\_\_\_\_ Email ID: \_\_\_\_\_

I and my family members hereby request that mobile number and email id, as mentioned above shall be considered in your records for the purpose of receiving communication from Mehta Vakil & Co. Pvt. Ltd. or Stock Exchanges/ Depositories with regard to trading/demat transactions executed by me/us through Mehta Vakil & Co. Pvt. Ltd.

This facility shall be provided to me/us as an additional, for my/our convenience of receiving transaction details at a single mobile number and e-mail id. I/We understand that this facility is availed only by the family members where "family" means self, spouse, dependent children and dependent parents. (As per the SEBI Guidelines).

Sr. No.	Client Name	Trading Code	BO ID	Relationship	Signature
1.				Self	
2.				Dependent Parent - Mother	
3.				Dependent Parent - Father	
4.				Spouse	
5.				Dependent Daughter	
6.				Dependent Son	
7.					
8.					

Thanking You,

	First/Sole Holder	Second Holder	Third Holder
Name			
Signature 			

(in case of demat account having joint holders, all holders need to sign)



**HUF DECLARATION****FORMAT**

Date:

To,

**Mehta Vakil & Co. Pvt. Ltd.**

61, 6th Floor, Maker Chamber III,

223, Nariman Point, Mumbai - 400 021.

Dear Sir,

I hereby request you to open our trading account with you, for our HUF.

Being Karta of my family, I hereby declare that following is the list of family members in our HUF, as on date of Application, i.e. \_\_\_\_\_.

SR. NO.	NAME OF FAMILY MEMBERS	SEX	RELATIONS	DATE OF BIRTH	CO-PARCENERS SIGN.

**Name & dates of birth of minor co-oparceners**

SR. NO.	NAME OF FAMILY MEMBERS	SEX	RELATIONS	DATE OF BIRTH

I hereby also declare that the particulars given by me as stated above are true to the best of my knowledge as on date for making this Application to open Account.

I agree that any false/misleading information given by me or suppression of any material information will render my said account liable for termination and further action. Further, I agree that I will immediately intimate any death/s or birth/s in the family as it changes the constitution of the HUF.

Thanking you,

Yours truly,



Signature of Karta (Please Affix the stamp of HUF)

**Declaration to be given by partnership on Letter head of the firm**

Date:

To,

**Mehta Vakil & Co. Pvt. Ltd.**

61, 6th Floor, Maker Chamber III,

223, Nariman Point, Mumbai - 400 021.



Dear Sir,

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

We recognize that a beneficiary account cannot be opened with a depository participant in the name of a partnership firm as per Regulations. To facilitate the operation of the above trading account with you and for the purpose of completing the securities transfer obligations pursuant to the trading operations, we authorize you to recognize the beneficiary account No. \_\_\_\_\_ with depository \_\_\_\_\_ opened as a joint account in the names of the partner of the firm.

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

We hereby authorize \_\_\_\_\_, partner in the firm to execute / sign and submit such documents, agreements, deeds etc. as any be necessary to enter into the agreement and engage in business with **Mehta Vakil & Co. Pvt. Ltd.** and to place order for buying and selling of securities, sell, purchase, transfer, endorse, negotiate and do other things that may be necessary to engage in business on behalf of the partnership and to sign the authority letter.

Name of Partners (In Block Letters)	Signatures
	
	

**FORMAT**

## FORMAT OF RESOLUTION

### ON LETTERHEAD OF COMPANY

CERTIFIED TRUE COPY OF THE RESOLUTION PASSED AT THE MEETING OF THE BOARD OF DIRECTORS OF \_\_\_\_\_ AT THEIR MEETING HELD ON \_\_\_\_\_.

RESOLVED THAT the Company do place orders with/give instructions to \_\_\_\_\_ for buying and selling index/ stocks based futures and options on the derivatives segment of BSE/NSE and buying and selling of securities in cash segment of BSE/NSE.

RESOLVED FURTHER THAT any one of the following Directors/Executives/Officers of the Company, whose specimen signatures are appended here under.

No.	Name of Authorised person	Specimen Signature

Be and are hereby authorized severally to

1. Sign, execute and deliver orders, instructions letters, notes, contracts, share transfer forms and such other documents as may considered necessary from time to time for the aforesaid purpose, and
2. Take all such actions and do all such things, as may be deemed prudent, necessary and expedient for giving effect to the above resolution from time to time.

RESOLVED FURTHER THAT the above resolution shall remain effective and in force till such time as a fresh resolution canceling or amending the same is passed by the Board of Directors of the Company is furnished to \_\_\_\_\_.

RESOLVED FURTHER THAT a copy of the above resolution duly certified as true by any one of the Directors of the Company be furnished to \_\_\_\_\_ and such other parties as may be required from time to time.

CERTIFIED TRUE COPY



Director

**ON THE LETTER HEAD OF COMPANY:**  
(For Corporates)

**FORMAT**

Certificate dated \_\_\_\_\_

submitted by \_\_\_\_\_ to

SHARE HOLDING PATTERN of \_\_\_\_\_ as on \_\_\_\_\_

EQUITY / PREFERENCE (Please indicate and use separate sheets for equity / preference shares)

Sr. No.	Name \$	Number of shares held	Face value per share	Amt Paid up (Rs. in lakh)	% of total
1					
2					
Others					
TOTAL					100 %

\$ All initials to be expanded

Date:

Place:

Company Secretary/Whole Time Director/Managing Director



## THIS IS MUST READ FOR EVERYBODY DEALING IN STOCK MARKET

### Because ignorance of law is not an excuse in the court of law

- Due to the tightened security and increased vigilance in the wake of threats emanating from increasing terrorism, any failure on our part to discharge our duties cast on us under the applicable laws or we becoming an instrumental or a part of the chain in certain transaction, even if unknowingly or ignorantly, **may land us in trouble.**
- There is an Act called **Prevention of Money Laundering Act 2002. (PMLA)**
- The purpose of this act is to prevent the financing of terrorism and to prevent laundering of money i.e. to legalize or officialize or canalize the money generated from illegal activities like drug trafficking, organized crimes, hawala rackets and other serious crimes.
- This act is a part of the Global measures being taken by all the countries under the initiatives of UN agencies.
- It is applicable to all SEBI Registered brokers/sub-brokers and other financial institution who are dealing in any kind of financial assets.
- It is an obligation of the entities to whom this Act is applicable, to report certain kind of transactions routed through them to FINANCIAL INTELLIGENCE UNIT, a department specially set up to administer this Act under the Ministry of Finance.
- The transactions which are supposed to be reported are cash transactions above rupees ten lakhs or series of cash transactions below ten lakhs but aggregating to above ten lakhs in a month or its equivalent in any foreign currency and the transactions which may not be in cash but suspicious in nature.
- Any such above types of transaction, though not executed but attempted and failed are also required to be reported.
- The suspicious transaction can be related to the transaction under the circumstances such as;
  - Clients whose identity verification seems difficult or clients that appear not to cooperate
  - Asset management services for clients where the source of the funds is not clear or not in keeping with clients apparent standing /business activity;
  - Clients based in high risk jurisdictions;
  - Substantial increases in business without apparent cause;
  - Clients transferring large sums of money to or from overseas locations with instructions for payment in cash;
  - Attempted transfer of investment proceeds to apparently unrelated third parties;
  - Businesses undertaken by offshore banks/financial services,
  - Businesses reported to be in the nature of export/import of small items.
  - Unusual transactions by Clients of Special Categories (CSCs).
- Clients of Special Categories may include;
  - NRI/HNI/Trust/Charities/NGO/Organizations receiving donations
  - Companies having close family shareholdings or beneficial ownership
  - Politically Exposed Persons
  - Companies offering foreign exchange offerings
  - Clients in high risk countries
  - Non face to face clients
  - Clients with dubious reputation as per public information available
- No trading or demat account can be opened in the name of entity whose name is listed on the banned entity list being maintained at United Nation's website at <http://www.un.org/sc/committees/1267/consolist.shtml>.
- While opening the new accounts all the prescribed procedures of KYC and Client Identifications should strictly be followed in the context of ensuring the compliance under this act.
- All the records of transactions and client identifications must be preserved in a manner which can be promptly retrieved and reported to the authorities in the specified format.

- This is the highlights of the requirements under the Act. Subbrokers / Authorised Persons / Remissers are advised to go through the SEBI's master circular at <http://www.sebi.gov.in/circulars/2010/mastercircular/MasterCircular.pdf> for detailed information and understanding and also to visit the website of FIU-IND at <http://fiuindia.gov.in>
- The end clients are advised to co-operate with us by providing the additional information / documents, if asked for during the course of your dealings with us to ensure the compliance requirements under this Act.
- As a responsible citizen, it is our statutory as well as moral duty to be vigilant and to refrain from temptation of easy monetary gains, by knowingly or unknowingly supporting the people who are involved in the activities which are endangering our freedom and causing damage to the nation and to us as well.
- For any further clarifications or information of subject, MEHTA VAKIL & CO. PVT. LTD. executives may be contacted on 022-2272 1082.

For **MEHTA VAKIL & CO. PVT. LTD.**

Director/Authorised Signatory



===== ( Please Tear here ) =====

### Confirmation of Receipt of executed documents

Dear Sir,

With reference to my/our registration as Client with you, I/We hereby confirm that I/We have received copies of the Know Your Client Form (KYC), Rights & Obligations, Risk Disclosure Documents (RDD) & all other executed documents.

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

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

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

===== ( Please Tear here ) =====

Received nomination from:

#### ACKNOWLEDGEMENT RECEIPT

DP ID	1	2	0	1	9	7	0	0	Client ID	0	0							UCC			
Name																					
Address																					
Nomination in favour of																					
First Nominee																					
Second Nominee																					
Third Nominee																					
No Nomination		<input type="checkbox"/> Does not wish to nominate																			
Registration No.												Registered on		D	D	M	M	Y	Y	Y	Y

For MEHTA VAKIL & CO. PVT. LTD.

(Authorised Signatory)

# FATCA/CRS DETAILS

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

The below information is required for all applicant(s) / guardian / PoA holder.


Sr. No.	Details	
1	Are You a Tax Resident of Country other than India?	<input type="checkbox"/> Yes <input type="checkbox"/> No
2	Is your Country of Birth/Citizenship other than India?	<input type="checkbox"/> Yes <input type="checkbox"/> No
3	Is your Residence address/Mailing address other than in India?	<input type="checkbox"/> Yes <input type="checkbox"/> No
4	Is the POA holder/person to whom signatory authority is given, covered under any of the categories 1, 2 or 3 above?	<input type="checkbox"/> Yes <input type="checkbox"/> No

If you have answered YES to any of above, please provide the below details

Sr. No.	Details	
1	Country of Residence	
2	Nationality	
3	Tax Identification No. or Reason for not providing TIN	
4	Identification Type (TIN or Other, please specify)	
5	Residence address for tax purposes (include City, State, Country & Pin code)	
6	Address Type <input type="checkbox"/> Residential <input type="checkbox"/> Business <input type="checkbox"/> Regd. Office	
7	City of birth	
8	Country of birth	

**Certification:** I/We have understood the information requirements of this Form (read along with the FATCA/CRS Instructions), and hereby certify that the information provided by me/us on this Form is true, correct, and complete. I/We also confirm that I/We have read and understood the FATCA/CRS Terms and Conditions and hereby accept the same.

I/We agree to indemnify Mehta Vakil & Co. Pvt. Ltd. in respect of any false, misleading, inaccurate and incomplete information regarding my/our "U.S. person" status for U.S. federal income tax purposes or in respect of any other information as may be required under applicable tax laws.

Applicant / Guardian Applicant	
Name	
Signature	
PAN	

## FATCA-CRS Instruction

**Details under FATCA/CRS/Foreign Tax Laws:** The Central Board of Direct Taxes has notified Rules 114F to 114H, as part of the Income Tax Rules 1962, which Rules require Indian financial institutions to seek additional personal, tax and beneficial owner information and certain certifications and documentation from all our account holders. In certain circumstances (including if we do not receive a valid self -certification from you) we may be obliged to share information on your account with relevant tax authorities/appointed agencies. If you have any questions about your tax residency, please contact your tax advisor. Should there be any **change in any information provided by you, please ensure you advise us promptly, i.e., within 30 days.** Towards compliance, we may also be required to provide information to any institutions such as withholding agents for the purpose of ensuring appropriate withholding from the account or any proceeds in relation thereto. As may be required by domestic or overseas regulators/ tax authorities, we may also be constrained to withhold and pay out any sums from your account or close or suspend your account(s).



**Annexure-A**  
**Investor Charter – Stock Brokers**

**VISION**

To follow highest standards of ethics and compliances while facilitating the trading by clients in securities in a fair and transparent manner, so as to contribute in creation of wealth for investors.

**MISSION**

- i) To provide high quality and dependable service through innovation, capacity enhancement and use of technology.
- ii) To establish and maintain a relationship of trust and ethics with the investors.
- iii) To observe highest standard of compliances and transparency.
- iv) To always keep 'protection of investors' interest' as goal while providing service.

**Services provided to Investors**

- Execution of trades on behalf of investors.
- Issuance of Contract Notes.
- Issuance of intimations regarding margin due payments.
- Facilitate execution of early pay-in obligation instructions.
- Settlement of client's funds.
- Intimation of securities held in Client Unpaid Securities Account (CUSA) Account.
- Issuance of retention statement of funds.
- Risk management systems to mitigate operational and market risk.
- Facilitate client profile changes in the system as instructed by the client.
- Information sharing with the client w.r.t. exchange circulars.
- Redressal of Investor's grievances.

**Rights of Investors**

- Ask for and receive information from a firm about the work history and background of the person handling your account, as well as information about the firm itself.
- Receive complete information about the risks, obligations, and costs of any investment before investing.
- Receive recommendations consistent with your financial needs and investment objectives.
- Receive a copy of all completed account forms and agreements.
- Receive account statements that are accurate and understandable.
- Understand the terms and conditions of transactions you undertake.
- Access your funds in a timely manner and receive information about any restrictions or limitations on access.
- Receive complete information about maintenance or service charges, transaction or redemption fees, and penalties.
- Discuss your grievances with compliance officer of the firm and receive prompt attention to and fair consideration of your concerns.

**Various activities of Stock Brokers with timelines**

S.No.	Activities	Expected Timelines
1.	KYC entered into KRA System and CKYCR	10 days of account opening
2.	Client Onboarding	Immediate, but not later than one week
3.	Order execution	Immediate on receipt of order, but not later than the same day
4.	Allocation of Unique Client Code	Before trading
5.	Copy of duly completed Client Registration Documents to clients	7 days from the date of upload of Unique Client Code to the Exchange by the trading member
6.	Issuance of contract notes	24 hours of execution of trades
7.	Collection of upfront margin from client	Before initiation of trade
8.	Issuance of intimations regarding other margin due payments	At the end of the T day
9.	Settlement of client funds	30 days / 90 days for running account settlement (RAS) as per the preference of client. If consent not given for RAS – within 24 hours of pay-out
10.	'Statement of Accounts' for Funds, Securities and Commodities	Weekly basis (Within four trading days of following week)



S.No.	Activities	Expected Timelines
11.	Issuance of retention statement of funds/commodities	5 days from the date of settlement
12.	Issuance of Annual Global Statement	30 days from the end of the financial year
13.	Investor grievances redressal	30 days from the receipt of the complaint

### DOs and DON'Ts for Investors

DOs	DON'Ts
<ol style="list-style-type: none"> <li>1. Read all documents and conditions being agreed before signing the account opening form.</li> <li>2. Receive a copy of KYC, copy of account opening documents and Unique Client Code.</li> <li>3. Read the product/operational framework/timelines related to various Trading and Clearing &amp; Settlement processes.</li> <li>4. Receive all information about brokerage, fees and other charges levied.</li> <li>5. Register your mobile number and email ID in your trading, demat and bank accounts to get regular alerts on your transactions.</li> <li>6. If executed, receive a copy of Power of Attorney. However, Power of Attorney is not a mandatory requirement as per SEBI/Stock Exchanges. Before granting Power of Attorney, carefully examine the scope and implications of powers being granted.</li> <li>7. Receive contract notes for trades executed, showing transaction price, brokerage, GST and STT etc. as applicable, separately, within 24 hours of execution of trades.</li> <li>8. Receive funds and securities/commodities on time within 24 hours from pay-out.</li> <li>9. Verify details of trades, contract notes and statement of account and approach relevant authority for any discrepancies. Verify trade details on the Exchange websites from the trade verification facility provided by the Exchanges.</li> <li>10. Receive statement of accounts periodically. If opted for running account settlement, account has to be settled by the stock broker as per the option given by the client (30 or 90 days).</li> <li>11. In case of any grievances, approach stock broker or Stock Exchange or SEBI for getting the same resolved within prescribed timelines.</li> </ol>	<ol style="list-style-type: none"> <li>1. Do not deal with unregistered stock broker.</li> <li>2. Do not forget to strike off blanks in your account opening and KYC.</li> <li>3. Do not submit an incomplete account opening and KYC form.</li> <li>4. Do not forget to inform any change in information linked to trading account and obtain confirmation of updation in the system.</li> <li>5. Do not transfer funds, for the purposes of trading to anyone other than a stock broker. No payment should be made in name of employee of stock broker.</li> <li>6. Do not ignore any emails/SMSs received with regards to trades done, from the Stock Exchange and raise a concern, if discrepancy is observed.</li> <li>7. Do not opt for digital contracts, if not familiar with computers.</li> <li>8. Do not share trading password.</li> <li>9. Do not fall prey to fixed/guaranteed returns schemes.</li> <li>10. Do not fall prey to fraudsters sending emails and SMSs luring to trade in stocks/securities promising huge profits.</li> <li>11. Do not follow herd mentality for investments. Seek expert and professional advice for your investments.</li> </ol>

### Grievance Redressal Mechanism

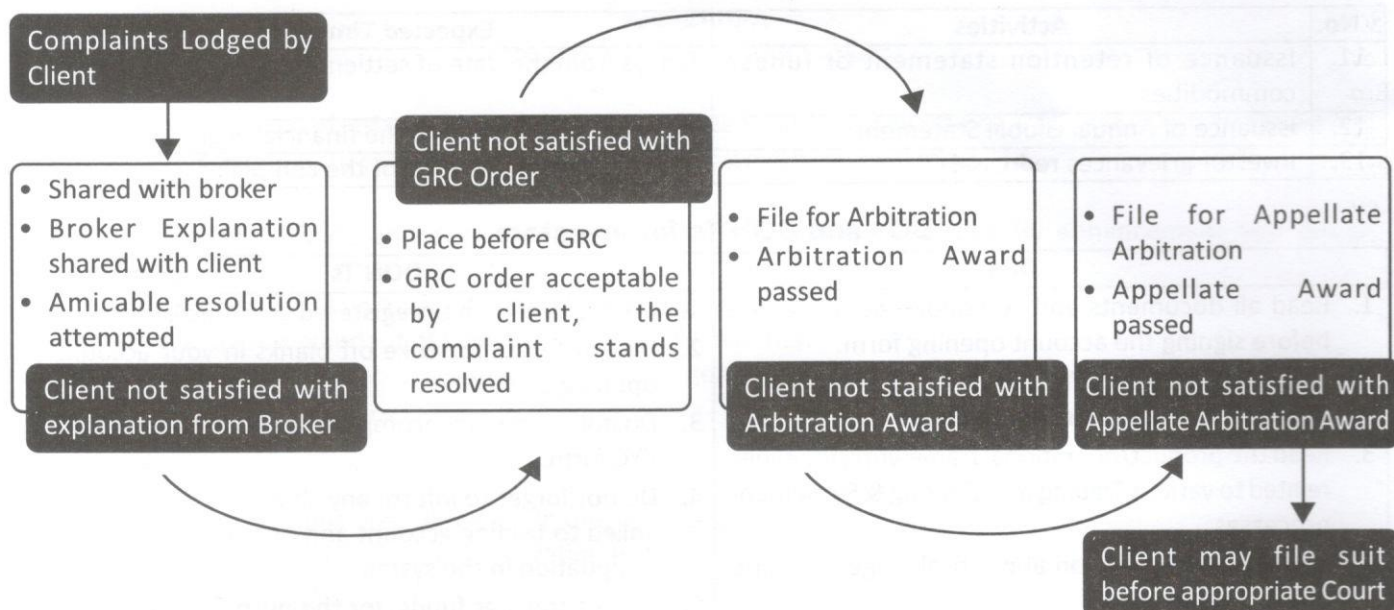
**Level 1** – Approach the Stock Broker at the designated Investor Grievance e-mail ID of the stock broker. The Stock Broker will strive to redress the grievance immediately, but not later than 30 days of the receipt of the grievance.

**Level 2** – Approach the Stock Exchange using the grievance mechanism mentioned at the website of the respective exchange.

**Level 3** – The complaint not redressed at Stock Broker/Stock Exchange level, may be lodged with SEBI on SCORES (a web based centralized grievance redressal system of SEBI) @ <https://scores.gov.in/scores/Welcome.html>

Complaints Resolution Process at Stock Exchange explained graphically:





#### Timelines for complaint resolution process at Stock Exchanges against stock brokers

S.No.	Type of Activity	Timelines for activity
1.	Receipt of Complaint	Day of complaint (C Day)
2.	Additional information sought from the investor, if any, and provisionally forwarded to stock broker.	C + 7 Working days.
3.	Registration of the complaint and forwarding to the stock broker.	C + 8 Working Days i.e. T day.
4.	Amicable Resolution.	T + 15 Working Days.
5.	Refer to Grievance Redressal Committee (GRC), in case of no amicable resolution.	T + 16 Working Days.
6.	Complete resolution process post GRC.	T + 30 Working Days.
7.	In case where the GRC Member requires additional information, GRC order shall be completed within.	T + 45 Working Days.
8.	Implementation of GRC Order.	On receipt of GRC Order, if the order is in favour of the investor, debit the funds of the stock broker. Order for debit is issued immediately or as per the directions given in GRC order.
9.	In case the stock broker is aggrieved by the GRC order, will provide intention to avail arbitration	Within 7 days from receipt of order
10.	If intention from stock broker is received and the GRC order amount is upto Rs. 20 lakhs	Investor is eligible for interim relief from Investor Protection Fund (IPF). The interim relief will be 50% of the GRC order amount or Rs.2 lakhs whichever is less. The same shall be provided after obtaining an Undertaking from the investor.
11.	Stock Broker shall file for arbitration	Within 6 months from the date of GRC recommendation
12.	In case the stock broker does not file for arbitration within 6 months	The GRC order amount shall be released to the investor after adjusting the amount released as interim relief, if any.

#### Handling of Investor's claims/complaints in case of default of a Trading Member/Clearing Member (TM/CM) Default of TM/CM

Following steps are carried out by Stock Exchange for benefit of investor, in case stock broker defaults:

- Circular is issued to inform about declaration of Stock Broker as Defaulter.
- Information of defaulter stock broker is disseminated on Stock Exchange website.
- Public Notice is issued informing declaration of a stock broker as defaulter and inviting claims within specified period.
- Intimation to clients of defaulter stock brokers via emails and SMS for facilitating lodging of claims within the specified period.

Following information is available on Stock Exchange website for information of investors:

- Norms for eligibility of claims for compensation from IPF.
- Claim form for lodging claim against defaulter stock broker.
- FAQ on processing of investors' claims against Defaulter stock broker.
- Provision to check online status of client's claim.



**MEHTA VAKIL & CO. PVT. LTD.**

Particular	Date	Name	Signature
Despatch Record			
Received Record			
Checked Record			
Account Opening Record			
Auditor Record			

Remark :

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### **Most Important Terms and Conditions (MITC)**

1. Your trading account has a "Unique Client Code" (UCC), different from your demat account number. Do not allow anyone (including your own stock broker, their representatives and dealers) to trade in your trading account on their own without taking specific instruction from you for your trades. Do not share your internet/ mobile trading login credentials with anyone else.
2. You are required to place collaterals as margins with the stock broker before you trade. The collateral can either be in the form of funds transfer into specified stock broker bank accounts or margin pledge of securities from your demat account. The bank accounts are listed on the stock broker website. Please do not transfer funds into any other account. The stock broker is not permitted to accept any cash from you.
3. The stock broker's Risk Management Policy provides details about how the trading limits will be given to you, and the tariff sheet provides the charges that the stock broker will levy on you.
4. All securities purchased by you will be transferred to your demat account within one working day of the payout. In case of securities purchased but not fully paid by you, the transfer of the same may be subject to limited period pledge i.e. seven trading days after the pay-out (CUSPA pledge) created in favor of the stock broker. You can view your demat account balances directly at the website of the Depositories after creating a login.
5. The stock broker is obligated to deposit all funds received from you with any of the Clearing Corporations duly allocated in your name. The stock broker is further mandated to return excess funds as per applicable norms to you at the time of quarterly/ monthly settlement. You can view the amounts allocated to you directly at the website of the Clearing Corporation(s).
6. You will get a contract note from the stock broker within 24 hours of the trade.
7. You may give a one-time Demat Debit and Pledge Instruction (DDPI) authority to your stock broker for limited access to your demat account, including transferring securities, which are sold in your account for pay-in.
8. The stock broker is expected to know your financial status and monitor your accounts accordingly. Do share all financial information (e.g. income, networth, etc.) with the stock broker as and when requested for. Kindly also keep your email Id and mobile phone details with the stock broker always updated.
9. In case of disputes with the stock broker, you can raise a grievance on the dedicated investor grievance ID of the stock broker. You can also approach the stock exchanges and/or SEBI directly.
10. Any assured/guaranteed/fixed returns schemes or any other schemes of similar nature are prohibited by law. You will not have any protection/recourse from SEBI/stock exchanges for participation in such schemes..

UCC : \_\_\_\_\_

NAME : \_\_\_\_\_

SIGNATURE :

## TRADING PREFERENCES

DATE	
CLIENT CODE	
CLIENT NAME	

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

EXCHANGES	BSE		NSE		
ALL SEGMENTS	CASH	F&O	CASH	F&O	SLB

If you do not wish to trade in any of the segments, please mention here

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_

Signature



**Corporate Office:**

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223, Nariman Point,  
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91 22 22722620/1082

**Regd Office:**

PG-11, Ground Floor.  
Stock Exchange Rotunda Bldg.,  
B. S. Marg, Mumbai - 400 001.

**Mehta Vakil & Co. Pvt. Ltd.**

CIN: U65990MH1994PTC079832  
SEBI REGN. NO: INZ000233031  
CDSL REGN. NO: IN-DP-125-2015  
AMFI REGN. NO : ARN-167455



**MEHTA VAKIL & CO.PVT.LTD.**  
**POLICIES AND PROCEDURE**  
**FOR COMBATING MONEY LAUNDERING(ML) OR TERRORIST FINANCING(TF)**

**Applicability**

Mehta Vakil & Co. Pvt. Ltd., SEBI Registered Stock Broker, Depository Participant.

**In compliance with**

- The PMLA Act 2005 as modified and rules thereof
- SEBI Circular and Directives including SEBI Master Circulars ref. SEBI/HO/MIRSD/DOS3/CIR/P/2018/104 dated 04-July-2018.

**1. Mehta Vakil & Co. Pvt. Ltd Policy**

It is our policy to prohibit and actively prevent money laundering and any activity that facilitates money laundering or the funding of terrorist or criminal activities. Money laundering is generally defined as engaging in acts designed to conceal or disguise the true origins of criminally derived proceeds so that the unlawful proceeds appear to have derived from legitimate origins or constitute legitimate assets.

**2.1. Written Anti Money Laundering Procedures**

Mehta Vakil & Co. Pvt. Ltd. has adopted these written procedures to implement the anti- money laundering provisions as envisaged under the PMLA. Such procedures shall include inter alia, the following three specific parameters which are related to the overall 'Client Due Diligence Process':

- a) Policy for acceptance of clients
- b) Procedure for identifying the clients
- c) Transaction monitoring and reporting especially Suspicious Transactions Reporting (STR).

**2.2. Client Due Diligence (CDD)**

2.2.1 The CDD measures at Mehta Vakil & Co. Pvt. Ltd. shall comprise of the following:

a) Obtaining sufficient information in order to identify persons who beneficially own or control the securities account. Whenever it is apparent that the securities acquired or maintained through an account are beneficially owned by a party other than the client, that party shall be identified using client identification and verification procedures. The beneficial owner is the natural person or persons who ultimately own, control or influence a client and/or persons on whose behalf a transaction is being conducted. It also incorporates those persons who exercise ultimate effective control over a legal person or arrangement

b) Verifying the client's identity using reliable, independent source documents, data or information.

c) Identifying beneficial ownership and control, i.e. determine which individual(s) ultimately own(s) or control(s) the client and/or the person on whose behalf a transaction is being conducted.

**i. For clients other than individuals or trusts**

Where the client is a person other than an individual or trust, viz., company, partnership or unincorporated association/body of individuals, MEHTA VAKIL & CO. PVT. LTD. shall identify the beneficial owners of the client and take



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reasonable measures to verify the identity of such persons, through the following information:

aa) 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.

Explanation: Controlling ownership interest means ownership of/entitlement to:

- i. more than 25% of shares or capital or profits of the juridical person, where the juridical person is a company;
- ii. more than 15% of the capital or profits of the juridical person, where the juridical person is a partnership; or
- iii. 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.

bb) In cases where there exists doubt under clause (aa) 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.

Explanation: Control through other means can be exercised through voting rights, agreement, arrangements or in any other manner.

cc) Where no natural person is identified under clauses (aa) or (bb) above, the identity of the relevant natural person who holds the position of senior managing official.

#### ii. For client which is a trust:

Where the client is a trust, MEHTA VAKIL & CO. PVT. LTD. shall identify the beneficial owners of the client and take reasonable measures to verify the identity of such persons, through 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.

#### iii. Exemption in case of listed companies:

Where 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 will not be necessary to identify and verify the identity of any shareholder or beneficial owner of such companies.

#### iv. Applicability for foreign investors

While dealing with foreign investors, MEHTA VAKIL & CO. PVT. LTD. will be guided by the clarifications issued vide SEBI circulars CIR/MIRSD/11/2012 dated September 5, 2012 and CIR/ MIRSD/ 07/ 2013 dated September 12, 2013, for the purpose of identification of beneficial ownership of the client.

#### v. Monitor of compliance

The compliance of the aforementioned provision on identification of beneficial ownership shall be monitored by the Board of Directors of MEHTA VAKIL & CO. PVT. LTD.

d) Verifying the identity of the beneficial owner of the client and/or the person on whose behalf a transaction is being conducted, corroborating the information provided in relation to (c).

e) Understanding the ownership and control structure of the client.

f) Conducting ongoing due diligence and scrutiny, i.e. Perform ongoing scrutiny of the transactions and account throughout the course of the business relationship to ensure that the transactions being conducted are consistent with Mehta Vakil & Co. Pvt. Ltd's knowledge of the client, its business and risk profile, taking into account, where necessary, the client's source of funds



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g) MEHTA VAKIL & CO. PVT. LTD. shall yearly update all documents, data or information of all clients and beneficial owners collected under the CDD process

#### 2.2.2 Policy for acceptance of clients:

2.2.2.1 The client acceptance policies and procedures of MEHTA VAKIL & CO. PVT. LTD. is a part of the "MEHTA VAKIL & CO. PVT. LTD. Client On boarding and Periodical Review Policy" (Attached as AnnexureA) and aims to identify the types of clients that are likely to pose a higher than average risk of ML or TF. By establishing such policies and procedures, MEHTA VAKIL & CO. PVT. LTD. will be in a better position to apply client due diligence on a risk sensitive basis depending on the type of client business relationship or transaction. In a nutshell, the following safeguards will be followed while accepting the clients:

a) No account is opened in a fictitious / benami name or on an anonymous basis.

b) Factors of risk perception (in terms of monitoring suspicious transactions) of the client are clearly defined having regard to clients' location (registered office address, correspondence addresses and other addresses if applicable), nature of business activity, trading turnover etc. and manner of making payment for transactions undertaken. The parameters shall enable classification of clients into low, medium and high risk. Clients of special category (as given below) may, if necessary, be classified even higher. Such clients require higher degree of due diligence and regular update of Know Your Client (KYC) profile.

c) Documentation requirements and other information to be collected in respect of different classes of clients depending on the perceived risk and having regard to the requirements of Rule 9 of the PML Rules, Directives and Circulars issued by SEBI from time to time.

d) Ensure that an account is not opened where MEHTA VAKIL & CO. PVT. LTD. is unable to apply appropriate CDD measures/ KYC policies. This shall apply in cases where it is not possible to ascertain the identity of the client, or the information provided to MEHTA VAKIL & CO. PVT. LTD. is suspected to be non - genuine, or there is perceived non - co-operation of the client in providing full and complete information. MEHTA VAKIL & CO. PVT. LTD. shall not continue to do business with such a person and file a suspicious activity report. It shall also evaluate whether there is suspicious trading in determining whether to freeze or close the account. MEHTA VAKIL & CO. PVT. LTD. shall be cautious to ensure that we do not return securities of money that may be from suspicious trades. However, MEHTA VAKIL & CO. PVT. LTD. shall consult the relevant authorities in determining what action it shall take when it suspects suspicious trading.

e) The circumstances under which the client is permitted to act on behalf of another person / entity shall be clearly laid down. It shall be specified in what manner the account shall be operated, transaction limits for the operation, additional authority required for transactions exceeding a specified quantity/value and other appropriate details. Further the rights and responsibilities of both the persons i.e. the agent- client registered with MEHTA VAKIL & CO. PVT. LTD., as well as the person on whose behalf the agent is acting shall be clearly laid down. Adequate verification of a person's authority to act on behalf of the client shall also be carried out.

f) Necessary checks and balance to be put into place before opening an account so as to ensure that the identity of the client does not match with any person having known criminal background or is not banned in any other manner, whether in terms of criminal or civil proceedings by any enforcement agency worldwide

g) The CDD process shall necessarily be revisited when there are suspicions of money laundering or financing of terrorism (ML/FT).



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### 2.2.3 Risk-based Approach:

2.2.3.1 It is generally recognized that certain clients may be of a higher or lower risk category depending on the circumstances such as the client's background, type of business relationship or transaction etc. As such, MEHTA VAKIL & CO. PVT. LTD. shall apply each of the client due diligence measures on a risk sensitive basis. The basic principle enshrined in this approach is that MEHTA VAKIL & CO. PVT. LTD. shall adopt an enhanced client due diligence process for higher risk categories of clients. Conversely, a simplified client due diligence process may be adopted for lower risk categories of clients. In line with the risk-based approach, the type and amount of identification information and documents that MEHTA VAKIL & CO. PVT. LTD. shall obtain necessarily depend on the risk category of a particular client.

2.2.3.2 Further, low risk provisions shall not apply when there are suspicions of ML/FT or when other factors give rise to a belief that the customer does not in fact pose a low risk

2.2.3.3 Policy for due diligence measures on a risk sensitive basis is a part of the "MEHTA VAKIL & CO. PVT. LTD. Client On boarding and Periodical Review Policy" (Attached as Annexure A)

### 2.2.3.3 Risk Assessment

a) MEHTA VAKIL & CO. PVT. LTD. shall carry out risk assessment to identify, assess and take effective measures to mitigate its money laundering and terrorist financing risk with respect to its clients, countries or geographical areas, nature and volume of transactions, payment methods used by clients, etc. The risk assessment shall also take into account any country specific information that is circulated by the Government of India and SEBI from time to time, as well as, the updated list of individuals and entities who are subjected to sanction measures as required under the various United Nations' Security Council Resolutions. These can be accessed at the URL

[http://www.un.org/sc/committees/1267/aq\\_sanctions\\_list.shtml](http://www.un.org/sc/committees/1267/aq_sanctions_list.shtml) and

<http://www.un.org/sc/committees/1988/list.shtml>

Policy for risk assessment and categorisation is a part of the "MEHTA VAKIL & CO. PVT. LTD. Client On boarding and Periodical Review Policy" (Attached as Annexure A)

b) The risk assessment carried out shall consider all the relevant risk factors before determining the level of overall risk and the appropriate level and type of mitigation to be applied. The assessment shall be documented, updated regularly and made available to competent authorities and self-regulating bodies, as and when required.

### 2.2.4 Clients of special category (CSC)

Such clients shall include the following:

- Non - resident clients
- High net-worth clients,
- Trust, Charities, Non-Governmental Organizations (NGOs) and organizations receiving donations
- Companies having close family shareholdings or beneficial ownership
- Politically Exposed Persons (PEP) are 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. The additional norms applicable to PEP as contained in the subsequent para 2.2.5 of this policy shall also be applied to the accounts of the family members or close relatives of PEPs.
- Companies offering foreign exchange offerings
- Clients in high risk countries where existence / effectiveness of money laundering controls is suspect, where there is unusual banking secrecy, countries active in narcotics production, countries where corruption (as per Transparency International Corruption Perception Index) is highly prevalent, countries against which government sanctions are applied, countries reputed to be any of the following – Havens/ sponsors of international terrorism, offshore financial



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centers, tax havens, countries where fraud is highly prevalent. While dealing with clients in high risk countries where the existence/effectiveness of money laundering control is suspect, MEHTA VAKIL & CO. PVT. LTD. shall apart from being guided by the Financial Action Task Force (FATF) statements that identify countries that do not or insufficiently apply the FATF Recommendations, published by the FATF on its website ([www.fatf-gafi.org](http://www.fatf-gafi.org)), also independently access and consider other publicly available information.

h) Non face to face clients

i) Clients with dubious reputation as per public information available etc.

The above mentioned list is only illustrative and the MEHTA VAKIL & CO. PVT. LTD. shall exercise independent judgment to ascertain whether any other set of clients shall be classified as CSC or not.

#### 2.2.5 Client identification procedure:

2.2.5.1 The KYC policy shall clearly spell out the client identification procedure to be carried out at different stages i.e. while establishing the client relationship, while carrying out transactions for the client or when MEHTA VAKIL & CO. PVT. LTD. has doubts regarding the veracity or the adequacy of previously obtained client identification data. MEHTA VAKIL & CO. PVT. LTD. shall be in compliance with the following requirements while putting in place a Client Identification Procedure (CIP):

- a) MEHTA VAKIL & CO. PVT. LTD. shall proactively put in place appropriate risk management systems to determine whether its existing client or potential client or the beneficial owner of such client is a politically exposed person. Such procedures shall include seeking relevant information from the client, referring to publicly available information or accessing the commercial electronic databases of PEPs. Further, the enhanced CDD measures as outlined in 2.2.5 shall also be applicable where the beneficial owner of a client is a PEP.
- b) Senior management approval would be obtained for establishing business relationships with PEPs. Where a client has been accepted and the client or beneficial owner is subsequently found to be, or subsequently becomes a PEP, MEHTA VAKIL & CO. PVT. LTD. shall obtain approval from Director to continue the business relationship.
- c) MEHTA VAKIL & CO. PVT. LTD. shall also take reasonable measures to verify the sources of funds as well as the wealth of clients and beneficial owners identified as PEP.
- d) The client shall be identified by MEHTA VAKIL & CO. PVT. LTD. by using reliable sources including documents / information. MEHTA VAKIL & CO. PVT. LTD. shall obtain adequate information to satisfactorily establish the identity of each new client and the purpose of the intended nature of the relationship.
- e) The information must be adequate enough to satisfy competent authorities (regulatory / enforcement authorities) in future that due diligence was observed by MEHTA VAKIL & CO. PVT. LTD. in compliance with the directives. Each original document shall be seen prior to acceptance of a copy.
- f) Failure by prospective client to provide satisfactory evidence of identity shall be noted and reported to the higher authority (Principal Officer) within MEHTA VAKIL & CO. PVT. LTD.

The MEHTA VAKIL & CO. PVT. LTD. KYC policy is a part of the "MEHTA VAKIL & CO. PVT. LTD. Client On boarding and Periodical Review Policy" (Attached as Annexure A)

2.2.5.2 SEBI has prescribed the minimum requirements relating to KYC from time to time. Taking into account the basic principles enshrined in the KYC norms which have already been prescribed or which may be prescribed by SEBI from time to time, MEHTA VAKIL & CO. PVT. LTD. shall frame their own internal directives based on their experience in dealing with their clients and legal requirements as per the established practices. Further, MEHTA VAKIL & CO. PVT. LTD. shall conduct ongoing due diligence where it notices inconsistencies in the information provided. The underlying objective shall be to follow the requirements enshrined in the PMLA, SEBI Act and Regulations, directives and circulars issued thereunder so that the MEHTA VAKIL & CO. PVT. LTD. is aware of the clients on whose behalf it is dealing.

2.2.5.3 MEHTA VAKIL & CO. PVT. LTD. shall formulate and implement a CIP which shall incorporate the requirements of



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the PML Rules Notification No. 9/2005 dated July 01, 2005 (as amended from time to time), which notifies rules for maintenance of records of the nature and value of transactions, the procedure and manner of maintaining and time for furnishing of information and verification of records of the identity of the clients and such other additional requirements that is considered appropriate to enable MEHTA VAKIL & CO. PVT. LTD. to determine the true identity of its clients. The MEHTA VAKIL & CO. PVT. LTD. CIP is a part of the "MEHTA VAKIL & CO. PVT. LTD. Client On boarding and Periodical Review Policy" (Attached as Annexure A)

2.2.5.4 It may be noted that irrespective of the amount of investment made by clients, no minimum threshold or exemption is available to MEHTA VAKIL & CO. PVT. LTD. from obtaining the minimum information/documents from clients as stipulated in the PML Rules/ SEBI Circulars (as amended from time to time) regarding the verification of the records of the identity of clients. Further no exemption from carrying out CDD exists in respect of any category of clients. In other words, there shall be no minimum investment threshold/ category-wise exemption available for carrying out CDD measures by MEHTA VAKIL & CO. PVT. LTD. This shall be strictly implemented by MEHTA VAKIL & CO. PVT. LTD..

#### 2.2.6 Reliance on third party for carrying out Client Due Diligence (CDD)

2.2.6.1 MEHTA VAKIL & CO. PVT. LTD. may rely on a third party for the purpose of

- a) Identification and verification of the identity of a client and
- b) Determination of whether the client is acting on behalf of a beneficial owner, identification of the beneficial owner and verification of the identity of the beneficial owner. Such third party shall be regulated, supervised or monitored for, and have measures in place for compliance with CDD and record-keeping requirements in line with the obligations under the PML Act.

2.2.6.2 Such reliance shall be subject to the conditions that are specified in Rule 9 (2) of the PML Rules and shall be in accordance with the regulations and circulars/ guidelines issued by SEBI from time to time. Further, it is clarified that MEHTA VAKIL & CO. PVT. LTD. shall be ultimately responsible for CDD and undertaking enhanced due diligence measures, as applicable.

#### 2.3. Record Keeping

2.3.1 MEHTA VAKIL & CO. PVT. LTD. shall ensure compliance with the record keeping requirements contained in the SEBI Act, 1992, Rules and Regulations made there-under, PMLA as well as other relevant legislation, Rules, Regulations, Exchange Bye-laws and Circulars.

2.3.2 MEHTA VAKIL & CO. PVT. LTD. shall maintain such records as are sufficient to permit reconstruction of individual transactions (including the amounts and types of currencies involved, if any) so as to provide, if necessary, evidence for prosecution of criminal behaviour.

2.3.3 Should there be any suspected drug related or other laundered money or terrorist property, the competent investigating authorities would need to trace through the audit trail for reconstructing a financial profile of the suspect account. To enable this reconstruction, MEHTA VAKIL & CO. PVT. LTD. shall retain the following information for the accounts of their clients in order to maintain a satisfactory audit trail:

- a) the beneficial owner of the account;
- b) the volume of the funds flowing through the account; and
- c) for selected transactions:
  - i. the origin of the funds
  - ii. the form in which the funds were offered or withdrawn, e.g. cheques, demand drafts etc.
  - iii. the identity of the person undertaking the transaction;



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- iv. the destination of the funds;
- v. the form of instruction and authority.

2.3.4 MEHTA VAKIL & CO. PVT. LTD. shall ensure that all client and transaction records and information are available on a timely basis to the competent investigating authorities. Where required by the investigating authority, MEHTA VAKIL & CO. PVT. LTD. shall retain certain records, e.g. client identification, account files, and business correspondence, for periods which may exceed those required under the SEBI Act, Rules and Regulations framed there-under PMLA, other relevant legislations, Rules and Regulations or Exchange bye-laws or circulars.

2.3.5 More specifically, MEHTA VAKIL & CO. PVT. LTD. shall put in place a system of maintaining proper record of transactions prescribed under Rule 3 of PML Rules as mentioned below:

- a) all cash transactions of the value of more than ten lakh rupees or its equivalent in foreign currency;
- b) all series of cash transactions integrally connected to each other which have been individually valued below rupees ten lakh or its equivalent in foreign currency where such series of transactions have taken place within a month and the monthly aggregate exceeds an amount of ten lakh rupees or its equivalent in foreign currency;
- c) all cash transactions where forged or counterfeit currency notes or bank notes have been used as genuine or where any forgery of a valuable security or a document has taken place facilitating the transactions;
- d) all suspicious transactions whether or not made in cash and by way of as mentioned in the Rules.

#### 2.4. Information to be maintained

2.4.1 MEHTA VAKIL & CO. PVT. LTD. will maintain and preserve the following information in respect of transactions referred to in Rule 3 of PML Rules:

- a) the nature of the transactions;
- b) the amount of the transaction and the currency in which it is denominated;
- c) the date on which the transaction was conducted; and
- d) the parties to the transaction.

#### 2.5. Retention of Records

2.5.1 MEHTA VAKIL & CO. PVT. LTD. shall take appropriate steps to evolve an internal mechanism for proper maintenance and preservation of such records and information in a manner that allows easy and quick retrieval of data as and when requested by the competent authorities. Further, the records mentioned in Rule 3 of PML Rules have to be maintained and preserved for a period of five years from the date of transactions between the client and MEHTA VAKIL & CO. PVT. LTD..

2.5.2 As stated in sub-section 2.2.5, MEHTA VAKIL & CO. PVT. LTD. is required to formulate and implement the CIP containing the requirements as laid down in Rule 9 of the PML Rules and such other additional requirements that it considers appropriate. Records evidencing the identity of its clients and beneficial owners as well as account files and business correspondence shall be maintained and preserved for a period of five years after the business relationship between the clients and MEHTA VAKIL & CO. PVT. LTD. has ended or the account has been closed, whichever is later.

2.5.3 Thus the following document retention terms shall be observed:

- a) All necessary records on transactions, both domestic and international, shall be maintained at least for the minimum period prescribed under the relevant Act and Rules (PMLA and rules framed thereunder as well SEBI Act) and other legislations, Regulations or exchange bye-laws or circulars.
- b) MEHTA VAKIL & CO. PVT. LTD. shall maintain and preserve the records of documents evidencing the identity of its clients and beneficial owners (e.g. copies or records of official identification documents like passports, identity cards,



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driving licenses or similar documents) as well as account files and business correspondence for a period of five years after the business relationship between a client and MEHTA VAKIL & CO. PVT. LTD. has ended or the account has been closed, whichever is later.

2.5.4 In situations where the records relate to on-going investigations or transactions which have been the subject of a suspicious transaction reporting, they shall be retained until it is confirmed that the case has been closed.

2.5.5 Records of information reported to the Director, Financial Intelligence Unit – India (FIU – IND):

MEHTA VAKIL & CO. PVT. LTD. shall maintain and preserve the records of information related to transactions, whether attempted or executed, which are reported to the Director, FIU – IND, as required under Rules 7 and 8 of the PML Rules, for a period of five years from the date of the transaction between the client and MEHTA VAKIL & CO. PVT. LTD.

2.6. Monitoring of transactions

2.6.1 Regular monitoring of transactions is vital for ensuring effectiveness of the AML procedures. This is possible only if MEHTA VAKIL & CO. PVT. LTD. has an understanding of the normal activity of the client so that it can identify deviations in transactions / activities.

2.6.2 MEHTA VAKIL & CO. PVT. LTD. shall pay special attention to all complex unusually large transactions / patterns which appear to have no economic purpose. MEHTA VAKIL & CO. PVT. LTD. may specify internal threshold limits for each class of client accounts and pay special attention to transactions which exceeds these limits. The background including all documents/office records / memorandums/clarifications sought pertaining to such transactions and purpose thereof shall also be examined carefully and findings shall be recorded in writing. Further such findings, records and related documents shall be made available to auditors and also to SEBI/stock exchanges/FIUIND/ other relevant Authorities, during audit, inspection or as and when required. These records will be maintained and preserved for a period of five years from the date of transaction between the clients and MEHTA VAKIL & CO. PVT. LTD..

2.6.3 MEHTA VAKIL & CO. PVT. LTD. shall ensure a record of the transactions is preserved and maintained in terms of Section 12 of the PMLA and that transactions of a suspicious nature or any other transactions notified under Section 12 of the Act are reported to the Director, FIU-IND. Suspicious transactions shall also be regularly reported to the higher authorities (Director) within MEHTA VAKIL & CO. PVT. LTD..

2.6.4 Further, the compliance cell of MEHTA VAKIL & CO. PVT. LTD. shall randomly examine a selection of transactions undertaken by clients to comment on their nature i.e. whether they are in the nature of suspicious transactions or not.

2.6.5 All regulatory alerts generated by the Market Infrastructure Institutions (MIIs) shall be monitored by the Principal Officer for necessary action to be taken

2.7. Suspicious Transaction Monitoring and Reporting

2.7.1 MEHTA VAKIL & CO. PVT. LTD. shall ensure that appropriate steps are taken to enable suspicious transactions to be recognized and have appropriate procedures for reporting suspicious transactions. While determining suspicious transactions, MEHTA VAKIL & CO. PVT. LTD. shall be guided by the definition of a suspicious transaction contained in PML Rules as amended from time to time.

2.7.2 A list of circumstances which may be in the nature of suspicious transactions is given below. This list is only illustrative and whether a particular transaction is suspicious or not will depend upon the background, details of the transactions and other facts and circumstances:



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- a) Clients whose identity verification seems difficult or clients that appear not to cooperate
- b) Asset management services for clients where the source of the funds is not clear or not in keeping with clients' apparent standing/business activity;
- c) Clients based in high risk jurisdictions;
- d) Substantial increases in business without apparent cause;
- e) Clients transferring large sums of money to or from overseas locations with instructions for payment in cash;
- f) Attempted transfer of investment proceeds to apparently unrelated third parties;
- g) Unusual transactions by CSCs and businesses undertaken by offshore banks/financial services, businesses reported to be in the nature of export- import of small items.

2.7.3 Any suspicious transaction shall be immediately notified to the Money Laundering Control Officer (Principal Officer) or any other designated officer within MEHTA VAKIL & CO. PVT. LTD.. The notification may be done in the form of a detailed report with specific reference to the clients, transactions and the nature /reason of suspicion. However, it shall be ensured that there is continuity in dealing with the client as normal until told otherwise and the client shall not be told of the report/ suspicion. In exceptional circumstances, consent may not be given to continue to operate the account, and transactions may be suspended, in one or more jurisdictions concerned in the transaction, or other action taken. The Principal Officer/ Money Laundering Control Officer and other appropriate compliance, risk management and related staff members shall have timely access to client identification data and CDD information, transaction records and other relevant information.

2.7.4 It is likely that in some cases transactions are abandoned or aborted by clients on being asked to give some details or to provide documents. It is clarified that MEHTA VAKIL & CO. PVT. LTD. shall report all such attempted transactions in STRs, even if not completed by clients, irrespective of the amount of the transaction.

2.7.5 Clause 2.2.4 (g) of this policy categorizes clients of high risk countries, including countries where existence and effectiveness of money laundering controls is suspect or which do not or insufficiently apply FATF standards, as 'CSC'. Such clients shall also be subject to appropriate counter measures. These measures may include a further enhanced scrutiny of transactions, enhanced relevant reporting mechanisms or systematic reporting of financial transactions, and applying enhanced due diligence while expanding business relationships with the identified country or persons in that country etc.

## 2.8. List of Designated Individuals/ Entities

2.8.1 An updated list of individuals and entities which are subject to various sanction measures such as freezing of assets/accounts, denial of financial services etc., as approved by the Security Council Committee established pursuant to various United Nations' Security Council Resolutions (UNSCRs) can be accessed at its website at <http://www.un.org/sc/committees/1267/consolist.shtml>. MEHTA VAKIL & CO. PVT. LTD. shall ensure that accounts are not opened in the name of anyone whose name appears in said list. MEHTA VAKIL & CO. PVT. LTD. shall continuously scan all existing accounts to ensure that no account is held by or linked to any of the entities or individuals included in the list. Full details of accounts bearing resemblance with any of the individuals/entities in the list shall immediately be intimated to SEBI and FIU-IND.

## 2.9. Procedure for freezing of funds, financial assets or economic resources or related services

2.9.1 Section 51A of the Unlawful Activities (Prevention) Act, 1967 (UAPA), relating to the purpose of prevention of, and for coping with terrorist activities was brought into effect through UAPA Amendment Act, 2008. In this regard, the Central Government has issued an Order dated August 27, 2009 detailing the procedure for the implementation of Section 51A of the UAPA.



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2.9.2 Under the aforementioned Section, the Central Government is empowered to freeze, seize or attach funds and other financial assets or economic resources held by, on behalf of, or at the direction of the individuals or entities listed in the Schedule to the Order, or any other person engaged in or suspected to be engaged in terrorism. The Government is also further empowered to prohibit any individual or entity from making any funds, financial assets or economic resources or related services available for the benefit of the individuals or entities listed in the Schedule to the Order or any other person engaged in or suspected to be engaged in terrorism.

2.9.3 MEHTA VAKIL & CO. PVT. LTD. shall ensure effective and expeditious implementation of the procedure laid down in the UAPA Order dated August 27, 2009 as listed below:

a) On receipt of the updated list of individuals/ entities subject to UN sanction measures (hereinafter referred to as 'list of designated individuals/ entities') from the Ministry of External Affairs (MHA)' and forwarded by SEBI, MEHTA VAKIL & CO. PVT. LTD. shall take the followings steps:

i. MEHTA VAKIL & CO. PVT. LTD. will maintain updated designated lists in electronic form and run a check on the given parameters on a regular basis to verify whether individuals or entities listed in the schedule to the Order (referred to as designated individuals/entities) are holding any funds, financial assets or economic resources or related services held in the form of securities with them.

ii. In the event, particulars of any of customer/s match the particulars of designated individuals/entities, MEHTA VAKIL & CO. PVT. LTD. shall immediately, not later than 24 hours from the time of finding out such customer, inform full particulars of the funds, financial assets or economic resources or related services held in the form of securities, held by such customer on their books to the Joint Secretary (IS.I), Ministry of Home Affairs, at Fax No. 011-23092569 and also convey over telephone on 011-23092736. The particulars apart from being sent by post should necessarily be conveyed through e-mail at [jsis@nic.in](mailto:jsis@nic.in).

iii. MEHTA VAKIL & CO. PVT. LTD. shall send the particulars of the communication mentioned in (ii) above through post/fax and through e-mail ([sebi\\_uapa@sebi.gov.in](mailto:sebi_uapa@sebi.gov.in)) to the UAPA nodal officer of SEBI, Officer on Special Duty, Integrated Surveillance Department, Securities and Exchange Board of India, SEBI Bhavan, Plot No. C4-A, "G" Block, Bandra Kurla Complex, Bandra (E), Mumbai 400 051 as well as the UAPA nodal officer of the state/UT where the account is held, as the case may be, and to FIU-IND.

iv. In case the aforementioned details of any of the customers match the particulars of designated individuals/entities beyond doubt, MEHTA VAKIL & CO. PVT. LTD. would prevent designated persons from conducting financial transactions, under intimation to Joint Secretary (IS.I), Ministry of Home Affairs, at Fax No. 011-23092569 and also convey over telephone on 011-23092736. The particulars apart from being sent by post should necessarily be conveyed through e-mail at [jsis@nic.in](mailto:jsis@nic.in).

v. MEHTA VAKIL & CO. PVT. LTD. shall also file a Suspicious Transaction Report (STR) with FIU-IND covering all transactions in the accounts covered by paragraph 2.9.2 (a) (ii) above carried through or attempted, as per the prescribed format.

b) On receipt of the particulars as mentioned in paragraph 2.9.3 (a) (ii) above, IS-I Division of MHA would cause a verification to be conducted by the State Police and /or the Central Agencies so as to ensure that the individuals/ entities identified by MEHTA VAKIL & CO. PVT. LTD. are the ones listed as designated individuals/entities and the funds, financial assets or economic resources or related services, reported by MEHTA VAKIL & CO. PVT. LTD. are held by the designated individuals/entities. This verification would be completed within a period not exceeding 5 working days from the date of receipt of such particulars.

c) In case, the results of the verification indicate that the properties are owned by or held for the benefit of the designated individuals/entities, an order to freeze these assets under section 51A of the UAPA would be issued within 24 hours of such verification and conveyed electronically to the concerned depository under intimation to SEBI and FIU-IND.



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The order shall take place without prior notice to the designated individuals/entities.

- d) Implementation of requests received from foreign countries under U.N. Securities Council Resolution 1373 of 2001.
- i. U.N. Security Council Resolution 1373 obligates countries to freeze without delay the funds or other assets of persons who commit, or attempt to commit, terrorist acts or participate in or facilitate the commission of terrorist acts; of entities or controlled directly or indirectly by such persons; and of persons and entities acting on behalf of, or at the direction of such persons and entities, including funds or other assets derived or generated from property owned or controlled, directly or indirectly, by such persons and associated persons and entities.
- ii. To give effect to the requests of foreign countries under U.N. Security Council Resolution 1373, the Ministry of External Affairs shall examine the requests made by the foreign countries and forward it electronically, with their comments, to the UAPA nodal officer for IS-I Division for freezing of funds or other assets.
- iii. The UAPA nodal officer of IS-I Division of MHA, shall cause the request to be examined, within five working days so as to satisfy itself that on the basis of applicable legal principles, the requested designation is supported by reasonable grounds, or a reasonable basis, to suspect or believe that the proposed designee is a terrorist, one who finances terrorism or a terrorist organization, and upon his satisfaction, request would be electronically forwarded to the nodal officer in SEBI. The proposed designee, as mentioned above would be treated as designated individuals/entities.
- iv. Upon receipt of the requests from the UAPA nodal officer of IS-I Division, the list would be forwarded to MEHTA VAKIL & CO. PVT. LTD. and the procedure as enumerated at paragraphs 2.9.2 (a) and (b) shall be followed.
- v. The freezing orders shall take place without prior notice to the designated persons involved.

- e) Procedure for unfreezing of funds, financial assets or economic resources or related services of individuals/entities inadvertently affected by the freezing mechanism upon verification that the person or entity is not a designated person
- i. Any individual or entity, if it has evidence to prove that the freezing of funds, financial assets or economic resources or related services, owned/held by them has been inadvertently frozen, shall move an application giving the requisite evidence, in writing, to MEHTA VAKIL & CO. PVT. LTD.. MEHTA VAKIL & CO. PVT. LTD. shall inform and forward a copy of the application together with full details of the asset frozen given by any individual or entity informing of the funds, financial assets or economic resources or related services have been frozen inadvertently, to the nodal officer of IS-I Division of MHA as per the contact details given in paragraph 5
- (ii) above within two working days. The Joint Secretary (IS-I), MHA, being the nodal officer for (IS-I) Division of MHA, shall cause such verification as may be required on the basis of the evidence furnished by the individual/entity and if he is satisfied, he shall pass an order, within fifteen working days, unfreezing the funds, financial assets or economic resources or related services, owned/held by such applicant under intimation to the concerned stock exchanges, depositories and MEHTA VAKIL & CO. PVT. LTD.. However, if it is not possible for any reason to pass an order unfreezing the assets within fifteen working days, the nodal officer of IS-I Division shall inform the applicant.

f) Communication of Orders under section 51A of Unlawful Activities (Prevention) Act.

- i. All Orders under section 51A of the UAPA relating to funds, financial assets or economic resources or related services, would be communicated to stock exchanges, depositories and MEHTA VAKIL & CO. PVT. LTD. through SEBI.

2.10. Reporting to Financial Intelligence Unit-India

2.10.1 In terms of the PML Rules, MEHTA VAKIL & CO. PVT. LTD. is required to report information relating to cash and suspicious transactions to the Director, Financial Intelligence Unit-India (FIU-IND) at the following address:

Director, FIU-IND,  
Financial Intelligence Unit-India,  
6th Floor, Hotel Samrat,  
Chanakyapuri,



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New Delhi-110021.

Website: <http://fiuindia.gov.in>

2.10.2 MEHTA VAKIL & CO. PVT. LTD. shall carefully go through all the reporting requirements and formats that are available on the website of FIU – IND under the Section Obligation of Reporting Entity – Furnishing Information – Reporting Format ([https://fiuindia.gov.in/files/downloads/Filing\\_Information.html](https://fiuindia.gov.in/files/downloads/Filing_Information.html)). These documents contain detailed directives on the compilation and manner/procedure of submission of the reports to FIU-IND. The related hardware and technical requirement for preparing reports, the related data files and data structures thereof are also detailed in these documents. While detailed instructions for filing all types of reports are given in the instructions part of the related formats, MEHTA VAKIL & CO. PVT. LTD. shall adhere to the following:

- a) The Cash Transaction Report (CTR) (wherever applicable) for each month shall be submitted to FIU-IND by 15th of the succeeding month.
- b) The Suspicious Transaction Report (STR) shall be submitted within 7 days of arriving at a conclusion that any transaction, whether cash or non-cash, or a series of transactions integrally connected are of suspicious nature. The Principal Officer shall record his reasons for treating any transaction or a series of transactions as suspicious. It shall be ensured that there is no undue delay in arriving at such a conclusion.
- c) The Non Profit Organization Transaction Reports (NTRs) for each month shall be submitted to FIU-IND by 15th of the succeeding month.
- d) The Principal Officer will be responsible for timely submission of CTR, STR and NTR to FIU-IND;
- e) Utmost confidentiality shall be maintained in filing of CTR, STR and NTR to FIU-IND.
- f) No nil reporting needs to be made to FIU-IND in case there are no cash/ suspicious/ non – profit organization transactions to be reported.

2.10.3 MEHTA VAKIL & CO. PVT. LTD. shall not put any restrictions on operations in the accounts where an STR has been made. MEHTA VAKIL & CO. PVT. LTD. and its directors, officers and employees (permanent and temporary) shall be prohibited from disclosing (“tipping off”) the fact that a STR or related information is being reported or provided to the FIU-IND. This prohibition on tipping off extends not only to the filing of the STR and/ or related information but even before, during and after the submission of an STR. Thus, it shall be ensured that there is no tipping off to the client at any level. It is clarified that the MEHTA VAKIL & CO. PVT. LTD., irrespective of the amount of transaction and/or the threshold limit envisaged for predicate offences specified in part B of Schedule of PMLA, 2002, shall file STR if MEHTA VAKIL & CO. PVT. LTD. has reasonable grounds to believe that the transactions involve proceeds of crime.

## 2.11. Designation of officers for ensuring compliance with provisions of PMLA

### 2.11.1 Appointment of a Principal Officer:

2.11.1.1 To ensure that MEHTA VAKIL & CO. PVT. LTD. properly discharges its legal obligations to report suspicious transactions to the authorities, the Principal Officer would act as a central reference point in facilitating onward reporting of suspicious transactions and for playing an active role in the identification and assessment of potentially suspicious transactions and shall have access to and be able to report to senior management at the next reporting level or the Board of Directors.

Mr. Jayesh Mehta, who is the wholetime Director of MEHTA VAKIL & CO. PVT. LTD. was appointed as Principal Officer on 10-SEP-2006. The details of his appointment has been intimated to the Financial Intelligence Unit, India (FIU - IND) vide MEHTA VAKIL & CO. PVT. LTD. letter dated 16-SEP-2006. Mr. Jayesh Mehta is also appointed as the Money Laundering Control Officer of MEHTA VAKIL & CO. PVT. LTD.

Names, designation and addresses (including email addresses) in case of change in ‘Principal Officer’ including any



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#### **Mehta Vakil & Co. Pvt. Ltd.**

CIN: U65990MH1994PTC079832  
SEBI REGN. NO: INZ000233031  
CDSL REGN. NO: IN-DP-125-2015  
AMFI REGN. NO : ARN-167455



changes therein shall also be intimated to the Office of the Director-FIU. As a matter of principle, 'Principal Officer' of MEHTA VAKIL & CO. PVT. LTD. will be of a sufficiently senior position and is able to discharge the functions with independence and authority.

#### 2.11.2 Appointment of a Designated Director:

2.11.2.1 In addition to the existing requirement of designation of a Principal Officer, MEHTA VAKIL & CO. PVT. LTD. shall also designate a person as a 'Designated Director'. In terms of Rule 2 (ba) of the PML Rules, the definition of a Designated Director reads as under:

"Designated director means a person designated by the reporting entity to ensure overall compliance with the obligations imposed under chapter IV of the Act and the Rules and includes –

- a) the Managing Director or a Whole-Time Director duly authorized by the Board of Directors if the reporting entity is a company,
- b) the managing partner if the reporting entity is a partnership firm,
- c) the proprietor if the reporting entity is a proprietorship firm,
- d) the managing trustee if the reporting entity is a trust,
- e) a person or individual, as the case may be, who controls and manages the affairs of the reporting entity if the reporting entity is an unincorporated association or a body of individuals, and
- f) such other person or class of persons as may be notified by the Government if the reporting entity does not fall in any of the categories above."

Mr. Harsheel Mehta was appointed as Designated Director of MEHTA VAKIL & CO. PVT. LTD. 06-NOVEMBER-2024 and has taken charge of the activities w.e.f. 9-June-2014. The details of appointment of Mr. Harsheel Mehta as Designated Director has been intimated to the FIU-IND by making necessary changes on the FIU India Portal

2.11.2.2 In terms of Section 13 (2) of the PMLA, the Director, FIU – IND can take appropriate action, including levying monetary penalty, on the Designated Director for failure of MEHTA VAKIL & CO. PVT. LTD. to comply with any of its AML/CFT obligations.

2.11.2.3 MEHTA VAKIL & CO. PVT. LTD. shall communicate the details of the Designated Director, such as, name designation and address to the Office of the Director, FIU – IND.

#### 2.12. Employees' Hiring/Employee's Training/ Investor Education

##### 2.12.1 Hiring of Employees

2.12.1.1 MEHTA VAKIL & CO. PVT. LTD. shall have adequate screening procedures in place to ensure high standards when hiring employees. They shall identify the key positions within its own organization structures having regard to the risk of money laundering and terrorist financing and the size of their business and ensure the employees taking up such key positions are suitable and competent to perform their duties.

##### 2.12.2 Employees' Training

2.12.2.1 MEHTA VAKIL & CO. PVT. LTD. will have an ongoing employee training programme so that the members of the staff are adequately trained in AML and CFT procedures. Training requirements shall have specific focuses for frontline staff, back office staff, compliance staff, risk management staff and staff dealing with new clients. It is crucial that all those concerned fully understand the rationale behind these directives, obligations and requirements, implement them consistently and are sensitive to the risks of their systems being misused by unscrupulous elements.

##### 2.12.3 Investors Education



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2.12.3.1 Implementation of AML/CFT measures requires MEHTA VAKIL & CO. PVT. LTD. to demand certain information from investors which may be of personal nature or has hitherto never been called for. Such information can include documents evidencing source of funds/income tax returns/bank records etc. This can sometimes lead to raising of questions by the client with regard to the motive and purpose of collecting such information. There is, therefore, a need for MEHTA VAKIL & CO. PVT. LTD. to sensitize its clients about these requirements as the ones emanating from AML and CFT framework. MEHTA VAKIL & CO. PVT. LTD. shall prepare specific literature/ pamphlets etc. so as to educate the client of the objectives of the AML/CFT programme. The said literature/ pamphlets shall be displayed on MEHTA VAKIL & CO. PVT. LTD.'s web site [www.mehtavakil.com](http://www.mehtavakil.com)

### 3. Other principles

MEHTA VAKIL & CO. PVT. LTD. shall ensure the following:

- a) Currently, there are no group companies on which the requirements of PML Act is applicable. However, if any when such companies come into the fold, MEHTA VAKIL & CO. PVT. LTD. will ensure the statement of policies and procedures are issued on a group basis, for dealing with ML and TF reflecting the current statutory and regulatory requirements
- b) MEHTA VAKIL & CO. PVT. LTD. shall ensure that the content of these Directives are understood by all staff members
- c) MEHTA VAKIL & CO. PVT. LTD. will regularly review the policies and procedures on the prevention of ML and TF on an annual basis to ensure their effectiveness. Further, in order to ensure the effectiveness of policies and procedures, the person doing such a review shall be different from the one who has framed such policies and procedures
- d) MEHTA VAKIL & CO. PVT. LTD. will adopt client acceptance policies and procedures which are sensitive to the risk of ML and TF
- e) MEHTA VAKIL & CO. PVT. LTD. will undertake client due diligence ("CDD") measures to an extent that is sensitive to the risk of ML and TF depending on the type of client, business relationship or transaction
- f) MEHTA VAKIL & CO. PVT. LTD. have in system a place for identifying, monitoring and reporting suspected ML or TF transactions to the law enforcement authorities; and
- g) MEHTA VAKIL & CO. PVT. LTD. will develop staff members' awareness and vigilance to guard against ML and TF

This revised policy was approved at the Board meeting of Mehta Vakil & Co. Pvt. Ltd. held on 11-APRIL-2025

For Board of Directors of Vakil & Co. Pvt. Ltd.

JAYESH J. MEHTA – DESIGNATED DIRECTOR



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Annexure A - MEHTA VAKIL & CO. PVT. LTD. Client On boarding and Periodical Review Policy  
Encompassing

Client acceptance policies and procedures/ Due diligence measures on a risk sensitive basis/ Risk assessment and categorisation

Client onboarding Process at MEHTA VAKIL & CO. PVT. LTD.

- When individual client account opening form is received, all requirements under KYCR and KRA shall be completed
- When non-individual client account opening form is received, all requirements under KRA shall be completed. As and when KYCR starts accepting non-individual clients, KYCR process shall be completed even for non-individual clients
- MEHTA VAKIL & CO. PVT. LTD. will use the Permanent Account number (PAN) allotted by the Indian Income Tax Department as the main identifier for the identity of all individuals. The PAN as provided shall be independently verified from the Income Tax Database/ databases of other entities authorised by the Income Tax department.
- All processes like in-person verification, verification of copies against originals, and all other requirements of KRA and KYCR shall be met at all times by MEHTA VAKIL & CO. PVT. LTD. diligently

A public database search of the individual (in case of individual clients) and beneficial owners/ senior management in case of non-individuals clients shall be conducted at the following places:

- PAN number search on Google
- Search on Stock exchange provided lists
- Search on [whatchoutinvestors.com](http://whatchoutinvestors.com)
- Search on UN databases
- Search in any other commercial database that MEHTA VAKIL & CO. PVT. LTD. may subscribe to

The search shall ensure that identity of the client does not match with any person having known criminal background or is not banned in any other manner, whether in terms of criminal or civil proceedings by any enforcement agency worldwide.

If any alerts are generated during the search, then matter shall be escalated to Principal Officer to take a decision whether to open the account or not.

Income and networth details shall be taken for all clients on a self declaration basis. In case of clients trading in derivatives, documentary evidence of financial details as prescribed under SEBI Circular MIRSD/SE/Cir-19/2009 dated 03-Dec-2009 as modified/ updated/ reissued shall be taken.

Where the above details are not available, the account shall not be opened

Risk categorisation

All clients, at the time of onboarding shall be classified in low, medium and high risk categories, based on the following parameters;

Meets all four parameters - High Risk

Meets three parameters - Medium Risk

Meets two or less parameters - Low risk



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- Parameter 1(Location) - If the clients' location (registered office address, correspondence addresses and other addresses if applicable) is out of India in any of the high risk jurisdictions as defined by FATF
- Parameter 2(nature of business activity) - If the client is dealing in derivatives segment
- Parameter 3(Trading turnover) - If the turnover of the client is not commensurate with the income/ net worth as provided to MEHTA VAKIL & CO. PVT. LTD.
- Parameter 4(Manner of making payment for transactions undertaken) - it client attempts to make payments from accounts other than its own bank accounts

Persons authorised to trade on behalf of the client

Where an individual client has given authority to another person who is not a relative to trade on its behalf, the matter shall be escalated to Principal Officer

Where a non-individual client has given authority to another person who is not an employee/ office bearer to trade on its behalf, the matter shall be escalated to Principal Officer

In case the authority is given to a SEBI Registered Intermediary like Portfolio Manager or Investment Advisor, the SEBI registration details of such intermediary shall be kept on record.

Client KYC periodic review at MEHTA VAKIL & CO. PVT. LTD.

- the KYC of all clients shall be reviewed and updated on a five yearly basis
- For CSC and High Risk Clients, the KYC shall be reviewed and updated every three years
- For PEP, the KYC shall be reviewed and updated every two years



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### **Risk Management Policy**

Mehta Vakil & Co. Pvt. Ltd. has risk management policies for all the clients of Mehta Vakil & Co Pvt Ltd. These policies have been adopted to minimize the risk to Mehta Vakil & Co Pvt Ltd. from possible defaults of the clients who deal with it. The risk management systems considering the current operations of the company are:

#### **Client Registration:-**

The clients are given application forms for being appointed as a client only after they have met the staff / sub-broker through whom the client has approached us for opening an account.

The client registration team of the company/Staff of the Sub Brokers personally meets the clients and assesses the financial position, risk appetite, investment objectives, past Credentials, qualification, current working position, etc. The feedback of the same is made and given to the managing director/ Sub Broker for his clearance. After the same is found to be proper by the compliance officer/Sub Broker, the permission for forwarding the Know Your Client form along with KRA forms and various requirements is given to the client.

Client is registered only after receiving KYC, KRA forms, risk disclosure documents duly completed and filled up with all supporting.

Client is registered only after verification of PAN from the website of Income Tax Department. Also verify that the prospective clients name do not appear in SEBI ban list entity.

Documents given by the clients is verified with original documents.

In person verification is done before account opening.

Financial detail is compulsory filled in KYC to know the soundness of client backed by relevant documents as far as possible in case of clients trading in derivatives.

Account opening letter is sent directly to the registered mailing address of the client to verify client address.

#### **Order receipt, Execution of Trade and collection of Margin :-**

Every client is designated a proper dealer/s, and the dealer/s before accepting the order for the client is given the background of the client so that the dealer is in a proper position to analyse the capability, the risk appetite and the investment pattern of the client so that proper risk assessment can be made considering the client.

The risk with respect to the trades done by the client is regularly assessed by the dealer.

The dealer being regularly interacting with the client is aware of the trading pattern and thus in a position to determine the risk vis a vis every trade done by the client.

The exposure with respect to every sub-broker & dealers terminal is controlled through the office risk management team.

The risk management team regularly assesses the trades being executed by the clients / sub-brokers / sub-brokers client to check the trades in illiquid / risky stocks. The past operations are also tracked, to assess the risk level of the company in dealing with such clients. The trades in Z category stocks as specified by BSE are allowed only after pre approval of the directors.

Order is received directly from client or person authorized by client only.

In case of large order qty./Script name and rate is reconfirmed before placing the order.

Upfront margin is collected from clients in case of derivative trades with applicable haircuts as listed below:

#### **Item Haircut**

Cash 0

Bank fixed deposits 0

Bank guarantees 0

Securities Deposit for the Cash Segment 30% except for the Z group

Securities Deposit for F & O Segment As per Var Margin File generated by the Exchange daily. securities where there is 100 % Hair Cut, PLUS 15 to 20 % on it.



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Note That Valuation of the Securities for Deposits are done on the basis of the closing Price.

limits are set for ALL the BOLT terminals. Order value limits, Maximum order value, maximum quantity are set for all the terminals as specified by Risk Management desk. Exposures shall be allowed on the clear credit in the clients Ledger + Stocks Lying in beneficiary account + Margins (securities and Cash with Balance). However Mehta Vakil & Co. Pvt. Ltd. May at its own discretion allow additional exposure as per the Track Record of the clients.

- All trading terminals have Quantity and price Limits to avoid the big losses from punching errors.
- Client is allowed to take positions based on permissible limits based on upfront margin collected. Review
- The RMS Team regularly reviews the clients O/S Position, the review is carried in the Light of The MTM, Margin, O/s Balance in their Ledger Account.
- The Team also ensures the the hair cut ranging from 20 to 30% Hair cut in all the clients.
- In case there are debit beyond a particular period or old debit the Buying Limits are blocked after considering the track record of the clients.
- Further Daily follow up is done for the uncovered clients.
- Daily files for O/S beyond a particular are sent across to the respective Franchisee. Sending Contract Notes, Margin statement, Account statement
- Contract notes is delivered to clients within stipulated time limits to avoid any disputes.
- Daily Margin Statement is sent to client. Margin is discretionary in cash segment. Margin collection, pay-in/Pay out of funds and securities
- The PAY IN of shares /funds from client comes only from their Demat Account and Bank Account declared in the KYC form. In case the share are received for the Account other that designated Account then such shares are returned to the clients.
- PAY OUT of funds is made to clients only after PAY IN of securities from clients and after adjusting all types of Margins.
- POA is also provided by clients, but POA is only used for pay-in Purpose of Shares or delivery of securities and .
- The company also reconciles its pool, principle, CISA and client beneficiary account on a daily basis.
- Cash payment is not made to client / accepted from client
- Further some of the clients have given consent to the company to maintain running accounts on their behalf.
- In case of clients registered in cash segment, financial details provided in the KYC form will be reviewed every year. Self declaration in this respect will be considered as adequate proof.



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## **INTERNAL CONTROL POLICY**

MEHTA VAKIL & CO. PVT. LTD., is a SEBI registered Stock Broker and Depository Participant, initially started its business as a partnership firm in the year 1921. MEHTA VAKIL & CO. PVT. LTD. Converted itself into a corporate entity in the year 1997.

MEHTA VAKIL & CO. PVT. LTD., follows a system for internal control with a view to ensure that the rules and regulations of Regulators, Government agencies, Exchange, Depositories and other authorities are complied with and the internal control and risk of the organization is managed in a smooth manner. For this purpose the company from time to time has laid down certain policies and guidelines. MEHTA VAKIL & CO. PVT. LTD tries to ensure that all the requirements of the Regulators, Exchanges, Depositories, Govt. Agencies etc. are incorporated in respective policies or formulated as a separate policy.

However there may be difference in names or presentations as it also incorporates other guidelines for its internal controls. All care has been taken by the Board of Directors to ensure that there is no lapses in the same. Even if, any guidelines has escaped attention it shall be deemed to have been incorporated in the spirit of such guidelines. In case of any contravention in the policies and guidelines laid here under the policies/guidelines of Regulators, Exchange, Depositors etc. shall prevail. The company has a compliance team led by compliance officer, Dealers and a suitable back office team to ensure smooth operation. Over and above the company has an internal audit system to commensurate to the size of the operations.

MEHTA VAKIL & CO. PVT. LTD reserves right to make changes in the Internal Policies and Procedures, as may be required from time to time. Such changes shall be uploaded on MEHTA VAKIL & CO. PVT. LTD website. These policies are reviewed in the meeting of Board of Directors from time to time. These policies are applicable across organization wherever applicable.



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## CLIENT CODE MODIFICATION POLICY

### Background

Mehta Vakil & Co. Pvt. Ltd. is a member of BSE and NSE (SEBI Registration Number INZ000233031). This policy has been issued for modification of client codes for trades, in compliance with the requirements of:

1. SEBI Circular ref. CIR/DNPD/6/2011 dated 05-Jul-2011 and CIR/MRD/DP/29/2014 dated 21-Oct-2014
2. Various notices/circulars issued by BSE and NSE from time to time

### Policy

1. Client code modification shall be carried out only after prior permission from one of the Directors
2. Genuine error criteria for Modification of Trades
  - i. Error due to communication and/or punching or typing such that the original client code/name and the modified client code/name are similar to each other
  - ii. Modification within relatives as defined u/s 2(77) of the Companies Act, 2013
3. Proprietary trades shall not be allowed to be modified as client trade and vice versa.
4. Modification reasons shall be reported to exchanges within the stipulated time
5. The Penalties, if any charged by the Exchange/any regulatory authorities shall be passed on to the concerned client/Authorised Person if the reason of the error is attributable to any negligence on their part else shall be borne by Mehta Vakil & Co. Pvt. Ltd.
6. All such Genuine Error code modification shall be carried out through UCC registered 'ERROR' account. Any rate difference including transactions costs shall be accounted for. Due reason will be recorded in the exchange system appropriately.
7. In case of any code changes directly from client code to client code bypassing the ERROR code, the same shall be informed to the exchange with the appropriate reason code, being
  - a. Error due to miscommunication – similar codes/ similar name
  - b. Transfer between relatives
8. Wherever applicable, waiver for penalty shall be requested as per SEBI Circular ref. CIR/MRD/DP/29/2014 dated 21-Oct-2014
9. All orders will be placed in the trading system in the Unique Client Code of the client
10. Only genuine punching errors/typing errors in client codes while placing orders shall



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be allowed to be modified.

11. While carrying out code modification, genuineness of the punching errors shall be verified against corroborative circumstantial evidences like similarities of codes/ names, trades in immediately preceding codes, square off trades without holdings or position or any such other evidences.

### 3. PMLA

As Per Annexure

## 4. INTRODUCTION / REGISTRATION OF CLIENTS

### Policy for acceptance of Clients

Mehta Vakil & Co. Pvt. Ltd. Accepts clients only introduced through Sub-Brokers, Authorised Persons, Remisiers, Employee and through referrals by existing clients. Walk in clients are not not accepted. Before we open any trading account we follow all the due diligence as per the guidelines by SEBI and Exchanges, which includes in person verification, income details, networth of the Client etc. KRA if not done, should be completed with KRA authority.

### Registration of Clients

The entire process of client Registration is undertaken by the designated staff of company. None of the task is Outsourced or entrusted to third party. We currently retain all the documents and KYC forms duly filled in the prescribed format for newly opened accounts and all our clients at our Registered Office which has all sort of security and check system. Before registration of account, we check with the requirements of the various FATF public statements and updated UNSC lists which are circulated by the exchanges. While opening the account and sending it for activation to exchange, we have designated set of staff to check and verify the documents provided and undertake in person verification for local clients. Final Checking including interview, if required, is done by the Compliance Officer. We collect details about the annual income and networth for all category of clients. Income Disclosure forms are collected from all the clients annually.

### In Person Verification Process

With regard to the requirement of SEBI and Exchanges of in-person' verification (IPV), to bring uniformity in the KYC procedure across intermediaries, the IPV requirements for all the Authorised Persons and Sub Brokers have now been streamlined as below:

- It shall be mandatory for the executives designated for Client Registration formalities, AP's, SB's, etc., to carry out IPV of their clients.
- It shall be ensured that the details like name of the person doing IPV, his designation, with his signatures and date are recorded on the KYC form at the time of IPV.
- The employees of the company, Authorised Persons, Sub-brokers, etc. visits client in person for the account opening requirements and to ensure the completeness of the registration documents. In some cases, client personally visits the broker', Sub Broker, Authorised Persons office to complete the required documentation for



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the opening of an account.

- In Person Verification shall be done through web cam for the clients where it is practically inconvenient to visit.

Along with the welcome letter a copy of complete set of KYC documents shall be delivered to the client immediately on activation of his/her Account.

## 5. UPLOADING OF KYC DOCUMENTS TO KRA

MEHTA VAKIL & CO. PVT. LTD. Has registered with CVL, Dotex and NDML, KYC registration agency to comply with regulations prescribed under SEBI (KRA) Regulations, 2011.

The compliance officer of the company is responsible for adhering to the procedures for uploading / verifying the details of KYC to KRA and Stock Exchanges

As per company policy all the prospective clients and depository account holder are required to fill up the Client Registration form and provide all the documents mentioned in the same. After receipt of the Client Registration form all the documents provided are verified and uploaded to the KRA. In case of a client where details are already registered with KRA the same are downloaded and verified with the Physical copies provided as proof.

upon receipt of information on change in KYC details and status of the clients by the company or when it comes to the knowledge of the company, at any stage, the company shall upload the updated information on the system of KRA and retain the physical documents. Records are stored physically at Registered office or safe deposit vaults

The policy shall be reviewed by the board on an annual basis and necessary amendments shall be made to the same as and when required to comply with the most relevant legal requirement.

## 6. FUNDS

- Client's funds are routed through designated 'Client Account' only.
- Proper Segregation of own and client transactions in separate bank account.
- Use of Client account only for purposes allowed by the exchange/SEBI.
- Payments to clients should not be made from own bank account.
- Ensure that clients' funds are not used for own purposes / are not misutilised/are not transferred from one client's account to another client's account.
- Payments to clients are made within the prescribed time limit.
- Payment of dividend amounts to clients and reconciliation of dividend account.
- Running Account of the client is settled as per preference (monthly/quarterly) selected by the client in Running Account authorization letter.
- Periodicity of actual settlement of funds/securities is not more than 3 months/1 month in cases wherein client has consented for quarterly/monthly settlement respectively.
- Member should not deal with clients in cash.
- Internal controls while dealing in dormant client account.



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- System for verification of third party cheque.
- In case where aggregate value of banker's cheque / demand draft/ pay order is of ₹50,000 or more per client per day, then the same are accompanied with name of bank account holder and number of bank account debited, duly certified by issuing bank as per the provisions of SEBI Circular CIR/MIRSD/03/2011, dated June 9, 2011.
- Member maintains audit trail of the funds received through electronic fund transfers to ensure that the funds are received from their respective clients only.
- Statement of accounts for funds sent to client should contain an extract from the client ledger for funds displaying all receipts/deliveries of funds while settling the account explaining retention of funds.
- Statutory levies /fee / charges such as STT, Service Tax, SEBI Turnover fees, Exchange Transaction charges are collected from clients should not be in excess of actual.
- If debit balances arise out of client's failure to pay such amount for more than fifth trading day reckoned from date of pay-in, and further exposure is granted to client it would be construed as a funding violation even if fully paid collaterals are available for margins. However, if no further exposure is granted to client from the sixth trading day reckoned from the date of pay-in, such debit balance would not be construed as violation relating to funding. (NSE)
- Funding by the member to its clients in contravention to Exchange/SEBI requirement. (Exchange's circular no. NSE/MEMB/261 dated 27-May-97 and NSE/INSP/20638 dated Apr 26, 2012).
- Ensure that the funds & securities available in the client bank/s and client beneficiary account/s together with balances available with clearing Member and funds with clearing corporation are not less than the funds and securities payable to the client at all times.
- Verify that Broker is not operating any assured returns schemes and mobilizing deposits from investors.
- Payment for own trades (PRO) are not made from client bank accounts.
- Ensure that Broker has not transferred funds from client bank account to any third party or any other non-client account. Also verify that Broker has not transferred funds to its Group companies/ Associates from client bank accounts.
- Payment to Authorised Person / Remisier is made from the Expense Account
- No Third Party Transfer of funds

## 7. TERMINAL

1. The Organization setup is small and all the client are personally known to management, their financial position is known and the dealer is aware of the risk appetite of the client which helps in better control.
2. The company has restricted the access to the dealing office only to the authorized persons who are dealers of the company.
3. The approved clients are updated to the dealers who would be responsible for receiving, validating and entering the orders on behalf of them.



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91 22 22722620/1082

### Regd Office:

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Stock Exchange Rotunda Bldg.,  
B. S. Marg, Mumbai - 400 001.

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4. Normally, the orders are received over phone or through personal instructions when they are in the office. The organization has a telephone recording system.
5. The orders are received from the clients only or through an authorized person as may be informed to the organization.
6. On execution of valid order into exchange system, dealers confirm the trade with the client so as to avoid any future dispute.
7. At the end of the trading hours, the dealer informs the clients about the execution of the orders placed by the clients.
8. After market hours, back office team informs the client about their executed trades for the day and also about their obligation towards Pay-in & Pay-out of funds & securities for the particular day.
9. The company will fix the exposure limit in value for each and every Client for which Buy/sell orders of any particular client will be executed in normal course based on Income Level for the year confirmed by the client and other considerations. we do not disclose the rational /logic of our decision (about fixation of the monetary limit). However if requested by the client for any specific transaction/s to be carried out as a special case then it may be considered on merit.

## 8. CONTRACT NOTES

- a. We have obtained consent of clients either in the Constituent Registration Document or by a separate letter, for receiving the Contract notes in electronic form
- b. non-receipt of bounced mail notification shall amount to delivery of contract note at the e-mail ID of the client.
- c. the client shall provided an appropriate e-mail account to the member which will be made available at all times for such receipts of Electronic contract notes.
- d. all ECNs **shall be** digitally signed, encrypted, non-tamper able and in accordance with the provisions of the IT Act, 2000. and that where the ECN is sent through e-mail as an attachment, the attached file shall also be secured with the digital signature, encrypted and non-tamper able.
- e. acknowledgement of the above e-mail **shall** be retained in a soft and non-tamperable form.
- f. the log report generated by the system at the time of sending the contract notes, shall be maintained by the member as proof of delivery.
- g. We shall maintain log of contract notes non delivered to the clients/e-mails rejected or bounced back.
- h. We shall take all possible steps including settings of mail servers etc to check the receipt of notification of bounced mails at all times within the stipulated time period



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- i. We shall send a physical contract note to the client, within the stipulated time, in case the ECNs have not been delivered to the clients or has been rejected (due to bouncing of mails) by the e-mail ID of the client.
- j. We shall simultaneously published the ECN on the designated web-site and enabled the clients to access such ECNs posted in the designated website by allotting unique user name and password for the purpose, in a secured manner.
- k. We shall retain /archive such electronic contract notes in accordance with the rules / regulations / circulars issued by the Exchange from time to time.

## 9. SECURITIES

- Securities due to the clients shall not be transferred to the members' beneficiary account.
- Client's securities received as margin shall not be deposited in own beneficiary account.
- Delivery of securities to client shall not be made from own beneficiary account.
- Securities due to one client shall not be transferred to another client or Securities due to the clients shall not be used for meeting the pay-in obligation of the member/other client.
- Collaterals of clients shall not be pledged with banks / other entities for raising funds. funds shall not be raised by pledging client securities
- We shall not accept securities from third party account for pay-in obligation of the client and shall not deliver securities to third party account for pay-out obligation of the client.
- Complete 'Statement of Accounts' for funds and securities with error reporting clause and also the clause that 'the running account authorization would continue until it is revoked by clients' shall be sent to the clients within 30 days on every Calendar quarter.
- Statement of accounts for securities shall be sent to clients and shall contain an extract from the register of securities displaying all receipts/deliveries of securities while settling the account explaining retention of securities and pledge (if any).
- Error reporting clause in statement of accounts for funds and Securities shall not be less than 7 days.
- Inter-client adjustment for the purpose of running account settlement shall not allowed.
- The statement of Account for securities shall be sent at the time of settlement of account, shall contain security wise pay in pay out / securities retained as margin / securities pledged for the period from the date of last settlement done till the current settlement date
- The statement of Account for funds shall be sent at the time of settlement of account, and shall contain transactions / MTM / margins debited and reversed /pay in and pay out of funds for the period from the date of last settlement done till the current settlement date
- We shall not taken securities from any client for purposes other than margin or meeting the client's obligation.



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## 10. MONTHLY / QUARTERLY SETTLEMENT

Quarterly / Monthly Settlement The Client may authorize Mehta Vakil & Co. Pvt. Ltd. to maintain a running account for the settlement of funds. The actual settlement of funds shall be done by Mehta Vakil & Co. Pvt. Ltd. , at least once in a quarter or month, depending on the preference given by the Client. On the date of settlement, Mehta Vakil & Co. Pvt. Ltd. may retain the requisite securities/funds towards outstanding obligations and may also retain the funds expected to be required to meet the derivative margin obligations, calculated in the manner specified by the exchanges. Further where the client has not opted for running account settlement of funds, then securities, in excess of the margin obligation, if any, shall be immediately be released to the client.. Communication As per Regulatory requirements we send Statement of Accounts of Funds and Securities, Collateral quarterly

## 11. STATEMENT OF ACCOUNTS

We shall issue statement of accounts for funds and securities quarterly basis. The statement shall explain the retention of funds/securities. The statement of accounts shall be issued only from the Registered office in digital form

## 12.EXECUTION OF POA (POWER OF ATTORNEY)

We accept Power of Attorney of our clients in our name only for their DP account for transfer of shares in our Pool account for their pay in obligation.

The POA is executed on Rs. 100 stamp paper & is mapped in our back office software, the file is run for POA accounts & is uploaded in DP for transfer of shares in our Pool account to meet payin obligation of clients.

## 13. OPENING AND CLOSING OF BRANCHES.

We currently do not have any Branch

However the branch shall be opened only after investigation for scope of work. Our own staff or Authorised Person shall handle the branch.

On closing of Branch a paper advertisement shall be issued in local news paper, in case of Authorised Person News paper advertisement is also given in National news paper and local news pater



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#### 14. CLOSURE OF CLIENT ACCOUNTS / DORMANT ACCOUNT.

All dormant accounts (inactive for six months and more) are made inactive in our system. Hence it is not possible to execute a transaction in dormant accounts. However, a client can re-activate his/her/its dormant account by giving us in writing in prescribed format to activate the account and also stating the reason for keeping the account dormant.

1. As a company policy, clients account once opened are not closed, although the client may not trade at all over a long period of time. The Accounts are closed only on receipt of account closure letter from client.
2. With reference to accounts which have been not traded for more than Six Months and wish to trade at any future date then, the time they want input an order, an enquiry is made about their non-trading in the share market. Only on receipt of a satisfactory reply, then further actions for execution of transaction are carried out.
3. The organization does not allow trading by members in the old code in case their accounts are transferred from one branch / sub-broker to another branch / sub-broker. In such a case, the old account is blocked and the client is registered under a new account code for further transactions.
4. In case of clients who have not traded for more than two years, the time they call up execution of any trade then enquiry is made about their non activeness in the share market. Additionally, their updated financial information is also enquired & called for. Only after they have given the updated financials and after the directors feel comfortable for their trading, only then further actions for execution of transaction are carried out.

#### 15. RECEIVING AND EXECUTION OF ORDERS

1. The Organization setup is small and all the clients are personally known to management, their financial position is known and the dealer is aware of the risk appetite of the client which helps in better control.
2. The company has restricted the access to the dealing office only to the authorized persons who are dealers of the company.
3. The approved clients are updated to the dealers who would be responsible for receiving, validating and entering the orders on behalf of them.
4. Normally, the orders are received over phone or through personal instructions when they are in the office. The organization has a telephone recording system.
5. The orders are received from the clients only or through an authorized person as may be informed to the organization.
6. On execution of valid order into exchange system, dealers confirm the trade with the client so as to avoid any future dispute.
7. At the end of the trading hours, the dealer informs the clients about the execution of the orders placed by the clients.
8. After market hours, back office team informs the client about their executed trades for the day and also about their obligation towards Pay-in & Pay-out of funds & securities for the particular day.



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## 16. PORTFOLIO MANAGER

We currently do not offer portfolio management service to our clients.

None of our clients are acting as Portfolio Managers.

## 17. BROKERAGE CHARGED

Mehta Vakil & Co. Pvt. Ltd. follows the policy of charging brokerage not more than the maximum permissible brokerage as per the rules and regulation of the exchange/ SEBI. Mehta Vakil & Co. Pvt. Ltd. Does not offer any Brokerage Schemes to its clients. Brokerage shall be charged as per the rates agreed upon with the client at the time of registration. The brokerage is however subject to change at the discretion of Mehta Vakil & Co. Pvt. Ltd. in consultation with the Client. The brokerage amount debited to the client does not include any exchange related charges, statutory levies and any other charges. Any other applicable taxes imposed by statutory authority including securities transaction taxes, duties, GST, etc. will be paid by the client separately as may be levied on the transactions from time to time.

## 18, 19 CLIENT MARGIN INFORMATION and COLLECTION OF MARGINS

Free Balance available on current day (T Day) with client will be considered for margin collection. Only exchange approved stock & Collateral Account will be considered for margin collection. Shares in Collateral Account will be considered for intra-day exposure in derivatives segment subject to a haircut of VAR margin. Exposure for C/F will be based only on the clear fund balance & Collateral holding with Mehta Vakil & Co. Pvt. Ltd. Allowed to take position in Option Contract Buy/Sell on same day. MTM profit cannot be considered for taking fresh position in FNO segment on T day. Cheque dishonoured/reverse or not cleared up to T+4 working days should not be considered for Margin. Money Penalty if any occurring out of the short payment will be debited to the respective client's account after t+5 days. Provisional Margin shortfall penalty & late payment fees will be block from clear balance when payout for margin collection & reporting concern if client has given Securities as margin which are sold in the cash market and the securities are in the pool account of the trading member but are not given as early pay in towards an obligation to deliver shares in the Capital Market Segment, benefit of margin will be given to the client till T+1 day from the sale of securities

Exposure is allowed to the clients based on the margin available in form of funds or approved securities valued after deducting an appropriate haircut. Client is liable to pay applicable initial margins, withholding margins, special margins or such other margins as are considered necessary by the Exchange. Further Mehta Vakil & Co. Pvt. Ltd. at its discretion may collect additional margin or may even reduce the margin even though not required by the Exchange. Clients are supposed to maintain sufficient balance with Mehta Vakil & Co. Pvt. Ltd. pre trade depending on the channel through which they trade. Mehta Vakil & Co. Pvt. Ltd. may levy additional margins or relax the margins earlier imposed based on factors such as, client level positions, volatility in a particular stock or the market in general. Though it shall be our endeavour to ensure that a proper notice is sent to the clients, this may not always be possible taking into consideration the market scenario. Exposure allowed to clients may vary, basis the clients past trading performance, quality of collateral, market circumstances and dynamics and other such factors. Clients executing trades through sub-broker may check their exposure positions with the sub-broker. Mehta Vakil & Co. Pvt. Ltd. may at any time, at its sole discretion and without prior notice, prohibit or restrict the Client's ability to place orders or trade in securities based on certain risk.



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## 20. RISK MANAGEMENT POLICY

Mehta Vakil & Co. Pvt. Ltd. has risk management policies for all the clients of Mehta Vakil & Co Pvt Ltd. These policies have been adopted to minimize the risk to Mehta Vakil & Co Pvt Ltd. from possible defaults of the clients who deal with it. The risk management systems considering the current operations of the company are:

### Client Registration:-

The clients are given application forms for being appointed as a client only after they have met the staff / sub-broker through whom the client has approached us for opening an account.

The client registration team of the company/Staff of the Sub Brokers personally meets the clients and assesses the financial position, risk appetite, investment objectives, past Credentials, qualification, current working position, etc. The feedback of the same is made and given to the managing director/ Sub Broker for his clearance. After the same is found to be proper by the compliance officer/Sub Broker, the permission for forwarding the Know Your Client form along with KRA forms and various requirements is give to the client.

Client is registered only after receiving KYC, KRA forms , risk disclosure documents duly completed and filled up with all supporting.

Client is registered only after verification of PAN from the website of Income Tax Department. Also verify that the prospective clients name do not appear in SEBI ban list entity.

Documents given by the clients is verified with original documents.

In person verification is done before account opening.

Financial detail is compulsory filled in KYC to know the soundness of client backed by relevant documents as far as possible in case of clients trading in derivatives.

Account opening letter is sent directly to the registered mailing address of the client to verify client address.

Order receipt, Execution of Trade and collection of Margin :-

Every client is designated a proper dealer/s, and the dealer/s before accepting the order for the client is given the background of the client so that the dealer is in a proper position to analyse the capability, the risk appetite and the investment pattern of the client so that proper risk assessment can be made considering the client.

The risk with respect to the trades done by the client is regularly assessed by the dealer.

The dealer being regularly interacting with the client is aware of the trading pattern and thus in a position to determine the risk vis a vis every trade done by the client.

The exposure with respect to every sub-broker & dealers terminal is controlled through the office risk management team.

The risk management team regularly assesses the trades being executed by the clients / sub-brokers / sub-brokers client to check the trades in illiquid / risky stocks. The past operations are also tracked, to assess the risk level of the company in dealing with such clients. The trades in Z category stocks as specified by BSE are allowed only after pre approval of the directors.

Order is received directly from client or person authorized by client only.

In case of large order qty./Script name and rate is reconfirmed before placing the order.

Upfront margin is collected from clients in case of derivative trades with applicable haircuts as listed below:

Item Haircut

Cash 0

Bank fixed deposits 0

Bank guarantees 0

Securities Deposit for the Cash Segment 30% except for the Z group



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Securities Deposit for F & O Segment As per Var Margin File generated by the Exchange daily. securities where there is 100 % Hair Cut, PLUS 15 to 20 % on it.  
Note That Valuation of the Securities for Deposits are done on the basis of the closing Price.

limits are set for ALL the BOLT terminals. Order value limits, Maximum order value, maximum quantity are set for all the terminals as specified by Risk Management desk. Exposures shall be allowed on the clear credit in the clients Ledger +Stocks Lying in beneficiary account + Margins (securities and Cash with Balance). However Mehta Vakil & Co. Pvt. Ltd. May at its own discretion allow additional exposure as per the Track Record of the clients.

- All trading terminals have Quantity and price Limits to avoid the big losses from punching errors.
- Client is allowed to take positions based on permissible limits based on upfront margin collected. Review
- The RMS Team regularly reviews the clients O/S Position, the review is carried in the Light of The MTM, Margin, O/s Balance in their Ledger Account.
- The Team also ensures the the hair cut ranging from 20 to 30% Hair cut in all the clients.
- In case there are debit beyond a particular period or old debit the Buying Limits are blocked after considering the track record of the clients.
- Further Daily follow up is done for the uncovered clients.
- Daily files for O/S beyond a particular are sent across to the respective Franchisee. Sending Contract Notes, Margin statement, Account statement
- Contract notes is delivered to clients within stipulated time limits to avoid any disputes.
- Daily Margin Statement is sent to client. Margin is discretionary in cash segment. Margin collection, pay-in/Pay out of funds and securities
- The PAY IN of shares /funds from client comes only from their Demat Account and Bank Account declared in the KYC form. In case the share are received for the Account other that designated Account then such shares are returned to the clients.
- PAY OUT of funds is made to clients only after PAY IN of securities from clients and after adjusting all types of Margins.
- POA is also provided by clients, but POA is only used for pay-in Purpose of Shares or delivery of securities and .
- The company also reconciles its pool, principle, CISA and client beneficiary account on a daily basis.
- Cash payment is not made to client / accepted from client
- Further some of the clients have given consent to the company to maintain running accounts on their behalf.
- In case of clients registered in cash segment, financial details provided in the KYC form will be reviewed every year. Self declaration in this respect will be considered as adequate proof.

## RULES FOR INSIDER TRADING

- 1) Appointment of Compliance Officer :  
The Firm has appointed a Compliance Officer reporting to the Directors.
- 2) The Compliance officer & Directors have set policies & Procedures for monitoring & adherence to the rules for preservation of trades & implementation of code of conduct.
- 3) The Compliance officer/Directors will assist all employees in addressing any clarification regarding SEBI rules and the organization code of conduct.



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- 4) The Employees & Directors shall maintain the confidentiality of all Price Sensitive Information. The Employees & Directors shall not pass any such information directly or indirectly by way of making a recommendation for the purchase or sale of securities.
- 5) Files containing confidential information shall be kept secure.
- 6) The Employees & Directors shall not use Price Sensitive Information to buy or sell securities of any sort for their own & relatives account.
- 7) The Directors shall prepare a list of securities which is being bought or sold on behalf of its clients which will be termed as Restricted List. When any securities are on the Restricted List trading in these securities by employees may be blocked or restricted.

### INVESTOR GRIEVANCE HANDLING POLICY

If any complaint is received from a client the same shall be recorded in the Greivance register and shall be forwarded to the complaine officer for further action. The complaine officer shall verify the details and submit a copy of details with action taken to any one of the Designated Directors for information. The Designated Director shall take necessary action for effective resolution of the complaint & co-ordination with the client for settlement of the complaint. The whole process shall be completed within 4 working days of receipt of complaint.

#### Policy on Pre Funded Instruments and Electronic Fund Transfer

If the aggregate value of pre-funded instruments is Rs. 50,000/- or more from client per day per client, we may accept the instruments only if the same are accompanied by the name of the bank account holder and number of the bank account debited for the purpose, duly certified by the issuing bank.

And the mode of certification may include the following either :

- a. Certificate from the issuing bank on its letterhead or on a plain paper with the seal of the issuing bank.
- b. Certified copy of the requisition slip (portion which is retained by the bank) to issue the instrument.
- c. Certified copy of the passbook/bank statement for the account debited to issue the instrument.
- d. Authentication of the bank account-number debited and name of the account holder by the issuing bank on the reverse of the instrument.

We also maintain an audit trail of the funds received through electronic fund transfers to ensure that the funds are received from their clients only.

This policy shall be approved by Board.



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## POLICY ON LIMIT SETTING

- Exposure Limits**

The client agrees and confirms to abide by the exposure limits, if any, set by Mehta Vakil & Co Pvt Ltd or by the Exchange or Clearing Corporation or SEBI from time to time.

The Stock Broker/ Trading Member may from time to time, at its sole discretion, impose and vary limits on the orders that the client place (including but not limited to exposure limits, turnover limits, limits as to number, value and / or kind of securities / contracts in respect of which buy or sell orders can be placed etc.) The client is aware and agree that the stock broker/ trading Member may need to vary or reduce the limits or impose new limits urgently on the basis of Member's risk perception and other factors considered relevant by Member and Stock Broker/ Trading Member may be unable to inform to the client of such variation, reduction, imposition in advance. The client agrees that Mehta Vakil & Co Pvt Ltd shall not be responsible for such variation, reduction and imposition of limits.

## Credit & Settlement

Trading and Exposure Limit if any set for the client is based on the Funds/Securities lying in the client's account from time to time. In case any position taken in F&O segment it is necessary to maintain adequate upfront initial Margin in the client account. In case of non fulfillment of margin obligations/settlement obligation, Mehta Vakil & Co Pvt Ltd may squared off whole or part of the positions at its discretion. In case of any outstanding dues arising out of square off of open positions/settlement obligation, Mehta Vakil & Co Pvt Ltd may initiate legal proceedings.

## INACTIVE DORMANT ACCOUNT

All dormant accounts (inactive for six months and more) are made inactive in our system. Hence it is not possible to execute a transaction in dormant accounts. However, a client can re-activate his/her/its dormant account by giving us in writing in prescribed format to activate the account and also stating the reason for keeping the account dormant.

1. As a company policy, clients account once opened are not closed, although the client may not trade at all over a long period of time. The Accounts are closed only on receipt of account closure letter from client.
2. With reference to accounts which have been not traded for more than Six Months and wish to trade at any future date then, the time they want input an order, an enquiry is made about their non-trading in the share market. Only on receipt of a satisfactory reply, then further actions for execution of transaction are carried out.
3. The organization does not allow trading by members in the old code in case their accounts are transferred from one



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branch / sub-broker to another branch / sub-broker. In such a case, the old account is blocked and the client is registered under a new account code for further transactions.

4. In case of clients who have not traded for more than two years, the time they call up execution of any trade then enquiry is made about their non activeness in the share market. Additionally, their updated financial information is also enquired & called for. Only after they have given the updated financials and after the directors feel comfortable for their trading, only then further actions for execution of transaction are carried out.

#### **POLICY REGARDING UNAUTHENTICATED NEWS CIRCULATED THROUGH VARIOUS MODES OF COMMUNICATION**

As per code of conduct for Stock Broker in SEBI (Stock Brokers and Sub-brokers) Regulations, 1992 and SEBI circular Cir/ISD/1/2011 dated March 23, 2011, all SEBI registered market intermediaries are required to have proper internal code of conduct to govern the conduct of its Employees. In view of same, we implement code of conduct for communicating through various modes of communication. Employees are prohibited from:

1. Circulation of unauthenticated news related to various scripts in blogs/chat forums/e-mail etc.
2. Encouraging or circulating rumors or unverified information obtained from client, industry, any trade or any other sources without verification.
3. Either forwarding any market related news received in their official mail/personal mail/blog or in any other manner except after the same has been seen and approved by the Compliance Officer.

Our employees are restricted from circulation of rumors or unverified information obtained from client, industry, any trade or other sources without verification.

The employees will have to seek prior approval from our designated Compliance Officer on his e-mail id before forwarding any market related news received by them either in their official mail/personal mail/blog or in any other manner and all the reporting with regard to violation of the same shall be done to the designated Compliance Officer. If an employee fails to do so, he/she shall be deemed to have violated the various provisions contained in SEBI Act/Rules/Regulations etc. and shall be liable for disciplinary action.

In view of above, all the Employees of our organization are directed that:

1. They should not encourage or circulate rumors or unverified information obtained from client, industry, any trade done by other person or any other sources without verification.
2. Access of Blogs/Chat, Forums/Messenger, Websites, etc. should be only under the supervision of Compliance Officer or any person authorized by him. Please note that no access to above modes will be granted without the approval of the Compliance Officer.
3. If accessed, logs for any usage of such Blogs/Chat, Forums/Messenger Websites (called by any other name) shall be treated as records and the same should be maintained.
4. Be aware that any market related news received in your official mail/ personal mail/ blog or in any other manner,



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**Mehta Vakil & Co. Pvt. Ltd.**

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CDSL REGN. NO: IN-DP-125-2015  
AMFI REGN. NO : ARN-167455

should be forwarded only after the same has been seen and approved by the Compliance Officer.

## INACTIVE CLIENT POLICY

### A. Definition of Inactive Trading Account

In case of trading account, the term inactive account refers to such account wherein any of below mentioned activities has not been carried out by client since last 24 (Twenty-Four) months:

1. Trading or participation in OFS/buy-back/Open Offer across any of the exchanges / segments of the exchanges through Mehta Vakil & Co. Pvt. Ltd. or
2. Transaction in nature of applying/ subscribing IPOs (where the IPO bid is successful & not cancelled)/ SGBs through the same Member or
3. Modification/ updation of e-mail Id/ Mobile Number/ Address in KYC record of client through Mehta Vakil & Co. Pvt. Ltd. and the same has been uploaded to KRA to ensure Validated/ Registered status.

### B. Flagging

The inactive accounts identified based on the above criteria shall be flagged as 'Inactive' by Mehta Vakil & Co. Pvt. Ltd. in UCC database of all the respective Exchanges.

### C. Reactivation

In case the client who is flagged as inactive seeks re-activation of the trading account, Mehta Vakil & Co. Pvt. Ltd., while reactivating the said client, shall:

1. Seek confirmation from the client if there is any change in clients' basic details such as Address, Mobile number, Email ID, Bank/DP account, income, etc. as registered with Mehta Vakil & Co. Pvt. Ltd. (In case of changes in any of the said details, the Member shall seek the updated details along with the necessary documents and update in its records as well in the UCC records of the respective Exchanges.)
2. In case of KRA Validated status or Registered status through same intermediary cases, Mehta Vakil & Co. Pvt. Ltd. may fetch the details along with the necessary documents from the KRA record and display the said details for confirmation of the client and updation in its record. If there is change, then member shall update the UCC records of Exchanges as well as KRA. If client has confirmed that there is no change, Mehta Vakil & Co. Pvt. Ltd. shall maintain the verifiable logs of the same.
3. Notwithstanding anything contained above, in case a client seeks re-activation then Mehta Vakil & Co. Pvt. Ltd. shall verify client status as per KRA and if the client status as per KRA is not validated ( i.e. "On hold"/"Rejected"/"Registered" through other intermediary, etc.) then the member shall seek basic details like Address, Mobile number, Email ID, Bank/DP account, income, etc. along with the necessary documents as required by KRA and upload the same to KRA to ensure validated/registered status as per KRA before permitting client to trade on the Exchanges.
4. Once an inactive trading account is re-activated as per the procedure prescribed in point no. 3 mentioned above, the computation of next 24 months for the



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purpose of identifying client as inactive in the subsequent period shall be considered from the date of last reactivation of trading account.

#### D. Communication

Mehta Vakil & Co. Pvt. Ltd. may send the communication/notification to the clients prior to flagging their trading account as inactive however such communication/notification should not ask the clients to trade in order to prevent their accounts from being flagged as inactive.

### **POLICY FOR DEALING WITH CONFLICTS OF INTEREST (Applicable for all exchanges/segment)**

#### Background

MEHTA VAKIL & CO. PVT. LTD. is registered with the Securities and Exchange Board of India (SEBI) as:

1. Stock Broker (SEBI Registration Number INZ000233031)
2. Depository Participant CDSL (SEBI Registration Number IN-DP-125-2015)

Its current activities include Stock Broking self-clearing trades through Indian Clearing Corporation Limited (ICCL), National clearing Ltd (NCL) Depository Participant, and Mutual Fund distribution As per the requirements listed in SEBI Circular ref. CIR/MIRSD/5/2013 dated 27-Aug-2013 and other regulatory requirements from time to time, MEHTA VAKIL & CO. PVT. LTD. has to adhere to guidelines for avoiding or dealing with or managing conflict of interest, and also educate their associated persons for compliance of these guidelines. Principle 8 listed under "A. Principles Relating to the Regulator" in the "Objectives and Principles of Securities Regulation" issued by International Organization of Securities Commissions (IOSCO) version May 2017 is reproduced as under:

1. The Regulator should seek to ensure that conflicts of interest and misalignment of incentives are avoided, eliminated, disclosed or otherwise managed." Based on the above circular and in observations made in the Final Report on "Guidelines for the Regulation of Conflicts of Interest Facing Market Intermediaries" dated November 2010 issued by the Emerging Markets Committee of the International Organization of Securities Commissions (the IOSCO 2010 Report), MEHTA VAKIL & CO. PVT. LTD. has formulated and implemented this conflict of interest policy.

2. Definition of Conflict of Interest The IOSCO 2010 Report contents pertaining to Definition of Conflicts of Interest is reproduced as below: "The term conflict of interest is widely used in commercial and legal transactions and is acknowledged in the codes of ethics of various professional bodies, to identify behavior that is unacceptable. Despite international usage of the term, there is no universally accepted definition of conflicts of interest. To further accentuate the problem, the globalization of the world's financial markets has led to different definitions and regulations of what constitutes a conflict in different jurisdictions. Conflicts of interest are normally attributed to imperfections in the financial markets and asymmetric information. Previous work by IOSCO has dealt in regulating conflicts of interest in various areas of the capital market but has not provided a general definition of what constitutes a conflict of interest. Similarly the European Union (EU) has established a number of rules regarding situations where a conflict of interest arises in the capital markets but has so far abstained from a general definition. Not all conflicts of interest create market failures i.e. where the transacting parties are unable to find appropriate contractual solutions themselves, hence only those conflicts that can result in market failure should be addressed. Most jurisdictions surveyed responded that they did not have a legal definition of what constitutes a conflict of interest in place, but for the sake of this report a conflict of interest is said to arise when the interests of particular firms and investors are pursued at the expense of other firms and investors." The Report further classifies conflicts of interest into three categories, viz. 1. Firm/Client Conflicts – Where conflicts take place between a firm's own economic interests and the interests of its clients, usually reflected in the extraction of rents or mispriced transfer of risk. 2. Client/Client Conflicts – Where conflicts are present



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between a firm's clients or types of clients, which place the firm in a position of favoring one client at the expense of another 3. Intra Group Conflicts – Where there is incompatibility, incongruence, or disagreement between members, business units or departments of an intermediary or between subsidiaries or branches of an internationally active financial group across jurisdictions regarding their goals, functions or activities.

3. Policy of MEHTA VAKIL & CO. PVT. LTD. to handle conflict In consideration of the above, MEHTA VAKIL & CO. PVT. LTD. shall have the following policy to handle potential conflicts of interests: i. The Board of Directors of MEHTA VAKIL & CO. PVT. LTD. have laid down the following policies and internal procedures to identify and avoid or to deal or manage actual or potential conflict of interest and developed an internal code of conduct governing operations and formulate standards of appropriate conduct in the performance of their activities.

These policies, procedures and code have been communicated to all concerned by placing on the website. The following four mechanisms will be implemented to handle the conflict: - Disclosure of Conflicts – In situations where a conflict arises within MEHTA VAKIL & CO. PVT. LTD. and MEHTA VAKIL & CO. PVT. LTD. is unable to ensure fair treatment towards the client, disclosure of the conflict should be made mandatory in order to allow the client to make an informed decision Information Barriers - Information barriers will be used in MEHTA VAKIL & CO. PVT. LTD. to block or hinder the flow of information from one department to another Limitation/Prohibition of Business Conduct - When a conflict arises and MEHTA VAKIL & CO. PVT. LTD. feels that it cannot be dealt with even after disclosure of the conflict to the client, MEHTA VAKIL & CO. PVT. LTD. will refrain from acting, therefore protecting its customer from issues created by the conflict. Self Control and Firm's Internal Conflict of Interest Management – The members of the Board of Directors can be approached to deal with identifying and addressing particular cases of conflicts of interest.

4. Examples of conflict of interest: Some common examples of potential conflict of interest as provided in the IOSCO 2010 Report is listed below for reference: A. Conflicts between Brokerage and Dealing: A.1 Churning A.2 Front Running A.3 Unfair Practices in Analysis, Report Preparation and Distribution A.4 Conflicts between Clients in Order Aggregation and Allocation of Securities B. Conflicts of Interest That May Arise Between Corporate Finance Services and Other Securities/Business Services B.1. Pricing (Underpricing/Overpricing) B.2. Preferential Allocation of Securities to More Profitable Clients B.3. Advising Multiple Bidders in a Transaction B.4. Advising the Seller and a Potential Buyer in the Same Transaction B.5. Exaggerated Investment Solicitation or Sales of Securities Underwritten by the Intermediary B.6. Publishing Favorable Analysis Reports B.7. Using Non Public Insider Information Obtained in the Process of Underwriting Securities C. Conflicts of Interests That May Arise Between Asset Management Services(AMS) and Other Securities Businesses/Services C.1. AMS Operation and Proprietary Trading C.2. AMS operation/Sales of CIS Interests Vs Brokerage C.3. AMS operation Vs Corporate Finance Services

5. Other policy declarations: - MEHTA VAKIL & CO. PVT. LTD. will at all times maintain high standards of integrity in the conduct of their business; MEHTA VAKIL & CO. PVT. LTD. will ensure fair treatment of their clients and not discriminate amongst them; MEHTA VAKIL & CO. PVT. LTD. will ensure that their personal interest does not, at any time conflict with their duty to their clients and client's interest always takes primacy in their advice, investment decisions and transactions; MEHTA VAKIL & CO. PVT. LTD. make appropriate disclosure to the clients, if any, of possible source or potential areas of conflict of interest which would impair their ability to render fair, objective and unbiased services MEHTA VAKIL & CO. PVT. LTD. will endeavor to reduce opportunities for conflict through prescriptive measures such as through information barriers to block or hinder the flow of information from one department/ unit to another, etc. as and where found suitable MEHTA VAKIL & CO. PVT. LTD. will place appropriate restrictions on transactions in securities while handling a mandate of issuer or client in respect of such security so as to avoid any conflict; MEHTA VAKIL & CO. PVT. LTD. will not deal in securities while in possession of material non published information MEHTA VAKIL & CO. PVT. LTD. will not communicate the material non published information while dealing in securities on behalf of others;



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MEHTA VAKIL & CO. PVT. LTD. will not in any way contribute to manipulate the demand for or supply of securities in the market or to influence prices of securities; MEHTA VAKIL & CO. PVT. LTD. will not have an incentive structure that encourages sale of products not suiting the risk profile of their clients; MEHTA VAKIL & CO. PVT. LTD. will not share information received from clients or pertaining to them, obtained as a result of their dealings, for their personal interest;

The above revised policy was approved by Mehta Vakil & Co. Pvt. Ltd. at the Board meeting held on 11-04-2025. The policy will be reviewed on an annual basis.



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## Important Instructions:

- A) Fields marked with '\*' are mandatory fields.  
 B) Please fill the form in English and in BLOCK letters.  
 C) Please fill the date in DD-MM-YYYY format.  
 D) Please read section wise detailed guidelines / instructions at the end.  
 E) List of State / U.T code as per Indian Motor Vehicle Act, 1988 is available at the end.  
 F) List of two character ISO 3166 country codes is available at the end.  
 G) KYC number of applicant is mandatory for update application.  
 H) For particular section update, please tick (✓) in the box available before the section number and strike off the sections not required to be updated.



## For office use only

Application Type\*

☐ New☐ Update

(To be filled by financial institution)

KYC Number

(Mandatory for KYC update request)

Account Type\*

☐ Normal☐ Simplified (for low risk customers)☐ Small☐ 1. PERSONAL DETAILS (Please refer instruction A at the end)

	Prefix	First Name	Middle Name	Last Name
<input type="checkbox"/> Name* (Same as ID proof)	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Maiden Name (If any*)	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Father / Spouse Name*	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Mother Name*	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Date of Birth*	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Gender*	<input type="checkbox"/> M- Male	<input type="checkbox"/> F- Female	<input type="checkbox"/> T-Transgender	
Marital Status*	<input type="checkbox"/> Married	<input type="checkbox"/> Unmarried	<input type="checkbox"/> Others	
Citizenship*	<input type="checkbox"/> IN- Indian	<input type="checkbox"/> Others (ISO 3166 Country Code <input type="text"/> )		
Residential Status*	<input type="checkbox"/> Resident Individual	<input type="checkbox"/> Non Resident Indian		
	<input type="checkbox"/> Foreign National	<input type="checkbox"/> Person of Indian Origin		
Occupation Type*	<input type="checkbox"/> S-Service ( <input type="checkbox"/> Private Sector	<input type="checkbox"/> Public Sector	<input type="checkbox"/> Government Sector )	
	<input type="checkbox"/> O-Others ( <input type="checkbox"/> Professional	<input type="checkbox"/> Self Employed	<input type="checkbox"/> Retired <input type="checkbox"/> Housewife <input type="checkbox"/> Student)	
	<input type="checkbox"/> B-Business			
	<input type="checkbox"/> X- Not Categorized			

**PHOTO**  
  
 Signature / Thumb Impression

☐ 2. TICK IF APPLICABLE ☐ RESIDENCE FOR TAX PURPOSES IN JURISDICTION(S) OUTSIDE INDIA (Please refer instruction B at the end)

ADDITIONAL DETAILS REQUIRED\* (Mandatory only if section 2 is ticked)

ISO 3166 Country Code of Jurisdiction of Residence\*

Tax Identification Number or equivalent (If issued by jurisdiction)\*

Place / City of Birth\*

ISO 3166 Country Code of Birth\*

☐ 3. PROOF OF IDENTITY (PoI)\* (Please refer instruction C at the end)(Certified copy of any one of the following Proof of Identity [PoI] needs to be submitted)

<input type="checkbox"/> A- Passport Number	<input type="text"/>	Passport Expiry Date	<input type="text"/>
<input type="checkbox"/> B- Voter ID Card	<input type="text"/>		
<input type="checkbox"/> C- PAN Card	<input type="text"/>		
<input type="checkbox"/> D- Driving Licence	<input type="text"/>	Driving Licence Expiry Date	<input type="text"/>
<input type="checkbox"/> E- UID (Aadhaar)	<input type="text"/>		
<input type="checkbox"/> F- NREGA Job Card	<input type="text"/>		
<input type="checkbox"/> Z- Others (any document notified by the central government)	<input type="text"/>	Identification Number	<input type="text"/>
<input type="checkbox"/> S- Simplified Measures Account - Document Type code	<input type="text"/>	Identification Number	<input type="text"/>

## 4. PROOF OF ADDRESS (PoA)\*

☐ 4.1 CURRENT / PERMANENT / OVERSEAS ADDRESS DETAILS (Please see instruction D at the end)(Certified copy of any one of the following Proof of Address [PoA] needs to be submitted)

Address Type*	<input type="checkbox"/> Residential / Business	<input type="checkbox"/> Residential	<input type="checkbox"/> Business	<input type="checkbox"/> Registered Office	<input type="checkbox"/> Unspecified
Proof of Address*	<input type="checkbox"/> Passport	<input type="checkbox"/> Driving Licence	<input type="checkbox"/> UID (Aadhaar)		
	<input type="checkbox"/> Voter Identity Card	<input type="checkbox"/> NREGA Job Card	<input type="checkbox"/> Others	<input type="text"/>	please specify
	<input type="checkbox"/> Simplified Measures Account - Document Type code	<input type="text"/>			

## Address

Line 1*	<input type="text"/>
Line 2	<input type="text"/>
Line 3	<input type="text"/>
District*	<input type="text"/>
Pin / Post Code*	<input type="text"/>
State / U.T Code*	<input type="text"/>
ISO 3166 Country Code*	<input type="text"/>

☐ 4.2 CORRESPONDENCE / LOCAL ADDRESS DETAILS \* (Please see instruction E at the end)

☐ Same as Current / Permanent / Overseas Address details (In case of multiple correspondence / local addresses, please fill 'Annexure A1')

Line 1*																								
Line 2																								
Line 3																								
District*					Pin / Post Code*					State / U.T Code*			ISO 3166 Country Code*											

☐ 4.3 ADDRESS IN THE JURISDICTION DETAILS WHERE APPLICANT IS RESIDENT OUTSIDE INDIA FOR TAX PURPOSES\* (Applicable if section 2 is ticked)

☐ Same as Current / Permanent / Overseas Address details

☐ Same as Correspondence / Local Address details

Line 1*																								
Line 2																								
Line 3																								
State*					ZIP / Post Code*					ISO 3166 Country Code*														

☐ 5. CONTACT DETAILS (All communications will be sent on provided Mobile no. / Email-ID) (Please refer instruction F at the end)

Tel. (Off)					Tel. (Res)					Mobile											
FAX					Email ID																

☐ 6. DETAILS OF RELATED PERSON (In case of additional related persons, please fill 'Annexure B1') (please refer instruction G at the end)

☐ Addition of Related Person

☐ Deletion of Related Person

KYC Number of Related Person (if available\*)

Related Person Type\*

☐ Guardian of Minor

☐ Assignee

☐ Authorized Representative

Prefix

First Name

Middle Name

Last Name

Name*																										
-------	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

(If KYC number and name are provided, below details of section 6 are optional)

PROOF OF IDENTITY [PoI] OF RELATED PERSON\* (Please see instruction (H) at the end)

<input type="checkbox"/> A- Passport Number									Passport Expiry Date	DD - MM - YYYY															
<input type="checkbox"/> B- Voter ID Card																									
<input type="checkbox"/> C- PAN Card																									
<input type="checkbox"/> D- Driving Licence																	Driving Licence Expiry Date	DD - MM - YYYY							
<input type="checkbox"/> E- UID (Aadhaar)																									
<input type="checkbox"/> F- NREGA Job Card																									
<input type="checkbox"/> Z- Others (any document notified by the central government)									Identification Number																
<input type="checkbox"/> S- Simplified Measures Account - Document Type code												Identification Number													

☐ 7. REMARKS (If any)


8. APPLICANT 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.

- I hereby consent to receiving information from Central KYC Registry through SMS/Email on the above registered number/email address.

Date : DD - MM - YYYY

Place :

[Signature / Thumb Impression]

\*

Signature / Thumb Impression of Applicant

9. ATTESTATION / FOR OFFICE USE ONLY

Documents Received

☐ Certified Copies

KYC VERIFICATION CARRIED OUT BY

Date	DD - MM - YYYY															
Emp. Name																
Emp. Code																
Emp. Designation																
Emp. Branch																

[Employee Signature]

INSTITUTION DETAILS

Name																
Code																

[Institution Stamp]



Date \_\_\_\_\_

# MEHTA VAKIL & CO. PVT. LTD.

## Charges For Depository Services

Charges	Regular Demat A/c Holder	Basic Service Demat Accounts (BSDA)
Account Opening/Closing	NIL	NIL
Account Maintenance Charges(once in Year)	Individuals –Rs.350.00 Corporates- Rs.600.00	Holding Value Upto Rs.50,000-NIL Holding Value From Rs.50,001 To 2,00,000- Rs.100 Only
Transaction Charges	Transaction Per ISIN: Purchase(Cr.).-NIL Sale(Dr.) - 0.01%+Rs.10	Transaction Per ISIN: Purchase(Cr.) –Nil Sale(Dr.) -Rs.50
Dematerialization/Rematerialisation Charges	Rs.45/- per request upto 20 certificate. For every additional certificate Rs.2/- per certificate.	Rs.75/- per request upto 20 certificate. For every additional certificate Rs.2/- per certificate.
Pledge/Unpledge	Rs.30/- per Transaction	Rs.60/- per Transaction
Failed Instruction Charges	Rs.10	Rs.25
Every Extra Holding –cum- Transaction Statement	NIL	Rs.15

☐ Regular Demat Account Charges.(I don't want Basic Service Demat Account (BSDA) facility)

☐ Basic Service Demat Account(BSDA) Charges.

**Holder Name**

**Signature**

- 1.
- 2.
- 3.

X \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Note:** All Payments to be made in the Name of Mehta Vakil & Co. Pvt. Ltd. Via Cheque/DD payable the local branch where the account is opened.

## Additional KYC Form for Opening a Demat Account

## For Individuals

<b>Depository Participant Name/Address</b>
--

(To be filled by the Depository Participant)

Application No.	Date	D	D	M	M	Y	Y	Y	Y
DP Internal Reference No.									
DP ID								Client ID	

(To be filled by the applicant in **BLOCK LETTERS** in English)

I/We request you to open a demat account in my/ our name as per following details:-

**Holders Details**

Sole / First Holder's Name	PAN												
	UID												
	UCC												
	Exchange Name & ID												
Second Holder's Name	PAN												
	UID												
Third Holder's Name	PAN												
	UID												

<b>Name *</b>	
*In case of Firms, Association of Persons (AOP), Partnership Firm, Unregistered Trust, etc., although the account is opened in the name of the natural persons, the name of the Firm, Association of Persons (AOP), Partnership Firm, Unregistered Trust, etc., should be mentioned above.	

**Type of Account (Please tick whichever is applicable)**

Status	Sub – Status
<input type="checkbox"/> Individual	<input type="checkbox"/> Individual Resident <input type="checkbox"/> Individual-Director <input type="checkbox"/> Individual Director's Relative <input type="checkbox"/> Individual HUF / AOP <input type="checkbox"/> Individual Promoter <input type="checkbox"/> Minor <input type="checkbox"/> Individual Margin Trading A/C (MANTRA) <input type="checkbox"/> Others(specify) _____
<input type="checkbox"/> NRI	<input type="checkbox"/> NRI Repatriable <input type="checkbox"/> NRI Non-Repatriable <input type="checkbox"/> NRI Repatriable Promoter <input type="checkbox"/> NRI Non-Repatriable Promoter <input type="checkbox"/> NRI – Depository Receipts <input type="checkbox"/> Others (specify) _____
<input type="checkbox"/> Foreign National	<input type="checkbox"/> Foreign National <input type="checkbox"/> Foreign National - Depository Receipts <input type="checkbox"/> Others (specify)_____

**Details of Guardian (in case the account holder is minor)**

Guardian's Name	PAN
Relationship with the applicant	
I / We instruct the DP to receive each and every credit in my / our account (If not marked, the default option would be 'Yes')	[Automatic Credit] <input type="checkbox"/> Yes <input type="checkbox"/> No
I / We would like to instruct the DP to accept all the pledge instructions in my /our account without any other further instruction from my/our end (If not marked, the default option would be 'No')	<input type="checkbox"/> Yes <input type="checkbox"/> No
Account Statement Requirement	<input type="checkbox"/> As per SEBI Regulation <input type="checkbox"/> Daily <input type="checkbox"/> Weekly <input type="checkbox"/> Fortnightly <input type="checkbox"/> Monthly
I / We request you to send Electronic Transaction-cum-Holding Statement at the email ID _____	<input type="checkbox"/> Yes <input type="checkbox"/> No
I / We would like to share the email ID with the RTA	<input type="checkbox"/> Yes <input type="checkbox"/> No
I / We would like to receive the Annual Report <input type="checkbox"/> Physical / <input type="checkbox"/> Electronic / <input type="checkbox"/> Both Physical and Electronic (Tick the applicable box. If not marked the default option would be in Physical)	

I/ We wish to receive dividend / interest directly in to <b>my</b> bank account as given below through ECS (If not marked, the default option would be 'Yes') [ECS is mandatory for locations notified by SEBI from time to time ]	<input type="checkbox"/> Yes <input type="checkbox"/> No
---	--

**Bank Details [Dividend Bank Details]**

Bank Code (9 digit MICR code)									
IFS Code (11 character)									
Account number									

X



Account type	<input type="checkbox"/> Saving <input type="checkbox"/> Current <input type="checkbox"/> Others (specify) _____									
Bank Name										
Branch Name										
Bank Branch Address										
City		State		Country		PIN code				

- (i) Photocopy of the cancelled cheque having the name of the account holder where the cheque book is issued, (or)  
(ii) Photocopy of the Bank Statement having name and address of the BO  
(iii) Photocopy of the Passbook having name and address of the BO, (or)  
(iv) Letter from the Bank.  
➤ In case of options (ii), (iii) and (iv) above, MICR code of the branch should be present / mentioned on the document.

<b>Other Details</b> Gross Annual Income Details	<b>Income Range per annum:</b> <input type="checkbox"/> Up to Rs.1,00,000 <input type="checkbox"/> Rs 1,00,000 to Rs 5,00,000 <input type="checkbox"/> Rs 5,00,000 to Rs 10,00,000 <input type="checkbox"/> Rs 10,00,000 to Rs 25,00,000 <input type="checkbox"/> More than Rs 25,00,000									
	Net worth as on (Date)	D	D	M	M	Y	Y	Y	Y	Rs
	[Net worth should not be older than 1 year]									
Occupation	<input type="checkbox"/> Private / Public Sector <input type="checkbox"/> Govt. Service <input type="checkbox"/> Business <input type="checkbox"/> Professional <input type="checkbox"/> Agriculture <input type="checkbox"/> Retired <input type="checkbox"/> Housewife <input type="checkbox"/> Student <input type="checkbox"/> Others (Specify) _____									
Please tick, if applicable:	<input type="checkbox"/> Politically Exposed Person (PEP) <input type="checkbox"/> Related to Politically Exposed Person (RPEP)									
Any other information:										

<b>SMS Alert Facility</b> Refer to Terms & Conditions given as <b>Annexure - 2.4</b>	MOBILE NO. +91 _____ [(Mandatory, if you are giving Power of Attorney (POA)] (if POA is not granted & you do not wish to avail of this facility, cancel this option).	
	To register for <b>easi</b> , please visit our website <a href="http://www.cdslindia.com">www.cdslindia.com</a> . <b>Easi</b> allows a BO to view his ISIN balances, transactions and value of the portfolio online.	

#### MODE OF OPERATION FOR EXECUTION OF TRANSACTIONS (Transfer, Pledge & Freeze)

<input type="checkbox"/> <u>Jointly</u>	<input type="checkbox"/> <u>Anyone of the Holder</u>
---	--

Consent for Communication to be received by first account holder/ all Account holder: (Tick the applicable box. If not marked the default option would be first holder.

<input type="checkbox"/> <u>first Holder</u>	<input type="checkbox"/> <u>All Holder</u>	<u>Email id</u>
	<input type="checkbox"/> <u>Second Holder</u>	
	<input type="checkbox"/> <u>Third Holder</u>	

#### Nomination Details

<b>Nomination Registration No.</b>	<b>Dated</b>
------------------------------------	--------------

- ☐ I/We hereby confirm that I/We **do not wish to appoint any nominee in my demat 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 demat account, which may also include documents issued by Court or other such competent authority, based on the value of assets held in the demat account.



	First/Sole Holder or Guardian (in case of Minor)	Second Holder	Third Holder
Name			
Signatures			

**Note:**

Signature of witness, along with name and address are required, if the account holder affixes thumb impression, instead of signature [in both the cases i.e. nomination / / opt out nomination -

- ☐ I/We **nominate** the following persons who is/are entitled to receive security balances lying in my/our account, particulars where of are given below, in the event of my / our death.

Nomination Details	Nominee 1	Nominee 2	Nominee 3
Nominee Name : *First Name: Middle Name: *Last Name	..... ..... .....	..... ..... .....	..... ..... .....
*Percentage of allocation of securities  <input type="checkbox"/> Equally [If not equally, please specify percentage]  <b>Or</b>  <input type="checkbox"/> Share of each Nominee	%	%	%
Any odd lot after division shall be transferred to the first nominee mentioned in the form			
Nomination Identification Details – [Please tick any one of following and provide details of same]	Nominee 1	Nominee 2	Nominee 3
<input type="checkbox"/> Photograph & Signature <input type="checkbox"/> PAN <input type="checkbox"/> Aadhaar <input type="checkbox"/> Saving Bank account no. <input type="checkbox"/> Proof of Identity <input type="checkbox"/> Demat Account ID [Optional Fields]			
*Address:			
*City			
*State			
*Pin			
*Country			

X

Mobile no/Telephone No. [Optional Fields]			
Email ID: [Optional Fields]			
FAX No. [Optional Fields]			
.			
*Relationship with the BO:			
<b>To be filled only if nominee(s) is a minor:</b>			
Date of birth (mandatory if Nominee is a minor) dd-mm-yyyy			
Name of the Guardian of Nominee (if nominee is a minor) *First Name: Middle Name: *Last Name	..... ..... .....	..... ..... .....	..... ..... .....
*Address of the guardian of nominee:			
*City			
*State			
*Country			
*PIN			
Age			
Mobile /Telephone no [Optional Fields]			
Email ID: [Optional Fields]			
Fax No. [Optional Fields]			
*Relationship of the Guardian with the Nominee			
Guardian Identification details – [Please tick any one of following and provide details of same] <input type="checkbox"/> Photograph & Signature <input type="checkbox"/> PAN Aadhaar Saving Bank account no. Proof of Identity <input type="checkbox"/> Demat Account ID [Optional Fields]			

X



**Note :** Residual securities: in case of multiple nominees remaining after distribution of securities as per percentage of allocation shall be transferred to the first nominee . -

**\* Marked is Mandatory field**


**Note:**

Signature of witness, along with name and address are required, if the account holder affixes thumb impression, instead of signature [in both the cases i.e. nomination /negative nomination

Details of the Witness	
	Witness Details
Name of witness	
Address of witness	
Signature of witness	

The Depository Participant shall provide acknowledgement of the nomination form to the account holder(s)

I / We have received and read the Rights and Obligations document and terms & conditions and agree to abide by and be bound by the same and by the Bye Laws as are in force from time to time. I / We declare that the particulars given by me/us above are true and to the best of my/our knowledge as on the date of making this application. I/We agree and undertake to intimate the DP any change(s) in the details / Particulars mentioned by me / us in this form. I/We further agree that any false / misleading information given by me / us or suppression of any material information will render my account liable for termination and suitable action.

	First/Sole Holder or Guardian (in case of Minor)	Second Holder	Third Holder
Name			
Signatures			

**(Signatures should be preferably in blue ink).**

===== (Please Tear Here) =====

**Acknowledgement Receipt**

**Application No.:**

**Date:**

We hereby acknowledge the receipt of the Account Opening and nomination Application Form:

Name of the Sole / First Holder	
Name of Second Holder	
Name of Third Holder	

**Depository Participant Seal and Signature**

===== (Please Tear Here) =====

**Instructions to the Applicants (BOs) for account opening:**

1. Signatures can be in English or Hindi or any of the other languages contained in the 8<sup>th</sup> Schedule of the Constitution of India. Thumb impressions and signatures other than the above mentioned languages must be attested by a Magistrate or a Notary Public or a Special Executive Magistrate / Special Executive Officer under his/her official seal.
2. Signatures should be preferably in black ink.
3. Details of the Names, Address, Telephone Number(s), etc., of the Magistrate / Notary Public / Special Executive Magistrate / Special Executive Officer are to be provided in case of attestation done by them.
4. In case of additional signatures (for accounts other than individuals), separate annexures should be attached to the account opening form.
5. In case of applications containing a Power of Attorney, the relevant Power of Attorney or the self-certified copy thereof, must be lodged along with the application.
6. All correspondence / queries shall be addressed to the first / sole applicant.
7. Strike off whichever option, in the account opening form, is not applicable.

\*\*\*\*\*

X

## OPTION FORM FOR ISSUE OF DIS BOOKLET

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

DP ID										Client ID								
First Holder Name																		
Second Holder Name																		
Third Holder Name																		

To,  
**Depository Participant Name**  
**Address**


Dear Sir / Madam,

I / We hereby state that: [Select one of the options given below]

☐ **OPTION 1:**

I / We require you to issue Delivery Instruction Slip (DIS) booklet to me / us immediately on opening of my / our CDSL account though I / we have issued a Power of Attorney (POA) / [registered for eDIS](#) / executed PMS agreement in favour of / with \_\_\_\_\_ (name of the attorney / Clearing Member / PMS manager) for executing delivery instructions for settling stock exchange trades [settlement related transactions] effected through such [Power of Attorney holder](#) - Clearing Member / by PMS manager / [for executing delivery instructions through eDIS](#).

Yours faithfully

	First/Sole Holder	Second Joint Holder	Third Joint Holder
Name			
Signatures			

**OR**

☐ **OPTION 2:**

I / We do not require the Delivery Instruction Slip (DIS) [booklet](#) for the time being, since I / We have issued a POA/[registered for eDIS](#) / executed PMS agreement- in favour of / with \_\_\_\_\_ (name of the attorney / Clearing Member / PMS manager) for executing delivery instructions for settling stock exchange trades [settlement related transactions] effected through such [Power of Attorney Holder](#) - Clearing Member / by PMS manager [or for executing delivery instructions through eDIS](#). However, the Delivery Instruction Slip (DIS) booklet should be issued to me / us immediately on my / our request at any later date.

Yours faithfully

	First/Sole Holder	Second Joint Holder	Third Joint Holder
Name			
Signatures			

===== (Please Tear Here) =====

**Acknowledgement Receipt**

Received OPTION FORM FOR ISSUE / NON ISSUE OF DIS BOOKLET from :

DP ID										Client ID								
Name of the Sole / First Holder																		
Name of Second Joint Holder																		
Name of Third Joint Holder																		

**Depository Participant Seal and Signature**



## Rights and Obligations of Beneficial Owner and Depository Participant as prescribed by SEBI and Depositories

### General Clause

1. The Beneficial Owner and the Depository participant (DP) shall be bound by the provisions of the Depositories Act, 1996, SEBI (Depositories and Participants) Regulations, 1996, Rules and Regulations of Securities and Exchange Board of India (SEBI), Circulars / Notifications / Guidelines issued there under, Bye Laws and Business Rules/Operating Instructions issued by the Depositories and relevant notifications of Government Authorities as may be in force from time to time.
2. The DP shall open/activate demat account of a beneficial owner in the depository system only after receipt of complete Account opening form, KYC and supporting documents as specified by SEBI from time to time.

### Beneficial Owner information

3. The DP shall maintain all the details of the beneficial owner(s) as mentioned in the account opening form, supporting documents submitted by them and/or any other information pertaining to the beneficial owner confidentially and shall not disclose the same to any person except as required by any statutory, legal or regulatory authority in this regard.
4. The Beneficial Owner shall immediately notify the DP in writing, if there is any change in details provided in the account opening form as submitted to the DP at the time of opening the demat account or furnished to the DP from time to time.

### Fees/Charges/Tariff

5. The Beneficial Owner shall pay such charges to the DP for the purpose of holding and transfer of securities in dematerialized form and for availing depository services as may be agreed to from time to time between the DP and the Beneficial Owner as set out in the Tariff Sheet provided by the DP. It may be informed to the Beneficial Owner that "*no charges are payable for opening of demat accounts*"
6. In case of Basic Services Demat Accounts, the DP shall adhere to the charge structure as laid down under the relevant SEBI and/or Depository circulars/directions/notifications issued from time to time.
7. The DP shall not increase any charges/tariff agreed upon unless it has given a notice in writing of not less than thirty days to the Beneficial Owner regarding the same.

### Dematerialization

8. The Beneficial Owner shall have the right to get the securities, which have been admitted on the Depositories, dematerialized in the form and manner laid down under the Bye Laws, Business Rules and Operating Instructions of the depositories.

### Separate Accounts

9. The DP shall open separate accounts in the name of each of the beneficial owners and securities of each beneficial owner shall be segregated and shall not be mixed up with the securities of other beneficial owners and/or DP's own securities held in dematerialized form.



10. The DP shall not facilitate the Beneficial Owner to create or permit any pledge and /or hypothecation or any other interest or encumbrance over all or any of such securities submitted for dematerialization and/or held in demat account except in the form and manner prescribed in the Depositories Act, 1996, SEBI (Depositories and Participants) Regulations, 1996 and Bye-Laws/Operating Instructions/Business Rules of the Depositories.

### Transfer of Securities

11. The DP shall effect transfer to and from the demat accounts of the Beneficial Owner only on the basis of an order, instruction, direction or mandate duly authorized by the Beneficial Owner and the DP shall maintain the original documents and the audit trail of such authorizations.
12. The Beneficial Owner reserves the right to give standing instructions with regard to the crediting of securities in his demat account and the DP shall act according to such instructions.
13. The stock broker / stock broker and depository participant shall not directly / indirectly compel the clients to execute Power of Attorney (PoA) or Demat Debit and Pledge Instruction (DDPI) or deny services to the client if the client refuses to execute PoA or DDPI.

### Statement of account

14. The DP shall provide statements of accounts to the beneficial owner in such form and manner and at such time as agreed with the Beneficial Owner and as specified by SEBI/depository in this regard.
15. However, if there is no transaction in the demat account, or if the balance has become Nil during the year, the DP shall send one physical statement of holding annually to such BOs and shall resume sending the transaction statement as and when there is a transaction in the account.
16. The DP may provide the services of issuing the statement of demat accounts in an electronic mode if the Beneficial Owner so desires. The DP will furnish to the Beneficial Owner the statement of demat accounts under its digital signature, as governed under the Information Technology Act, 2000. However if the DP does not have the facility of providing the statement of demat account in the electronic mode, then the Participant shall be obliged to forward the statement of demat accounts in physical form.
17. In case of Basic Services Demat Accounts, the DP shall send the transaction statements as mandated by SEBI and/or Depository from time to time.

### Manner of Closure of Demat account

18. The DP shall have the right to close the demat account of the Beneficial Owner, for any reasons whatsoever, provided the DP has given a notice in writing of not less than thirty days to the Beneficial Owner as well as to the Depository. Similarly, the Beneficial Owner shall have the right to close his/her demat account held with the DP provided no charges are payable by him/her to the DP. In such an event, the Beneficial Owner shall specify whether the balances in their demat account should be transferred to another demat account of the Beneficial Owner held with another DP or to rematerialize the security balances held.

X

19. Based on the instructions of the Beneficial Owner, the DP shall initiate the procedure for transferring such security balances or rematerialize such security balances within a period of thirty days as per procedure specified from time to time by the depository. Provided further, closure of demat account shall not affect the rights, liabilities and obligations of either the Beneficial Owner or the DP and shall continue to bind the parties to their satisfactory completion.

**Default in payment of charges**

20. In event of Beneficial Owner committing a default in the payment of any amount provided in Clause 5 & 6 within a period of thirty days from the date of demand, without prejudice to the right of the DP to close the demat account of the Beneficial Owner, the DP may charge interest at a rate as specified by the Depository from time to time for the period of such default.
21. In case the Beneficial Owner has failed to make the payment of any of the amounts as provided in Clause 5&6 specified above, the DP after giving two days notice to the Beneficial Owner shall have the right to stop processing of instructions of the Beneficial Owner till such time he makes the payment along with interest, if any.

**Liability of the Depository**

22. As per Section 16 of Depositories Act, 1996,
1. Without prejudice to the provisions of any other law for the time being in force, any loss caused to the beneficial owner due to the negligence of the depository or the participant, the depository shall indemnify such beneficial owner.
  2. Where the loss due to the negligence of the participant under Clause (1) above, is indemnified by the depository, the depository shall have the right to recover the same from such participant.

**Freezing/ Defreezing of accounts**

23. The Beneficial Owner may exercise the right to freeze/defreeze his/her demat account maintained with the DP in accordance with the procedure and subject to the restrictions laid down under the Bye Laws and Business Rules/Operating Instructions.
24. The DP or the Depository shall have the right to freeze/defreeze the accounts of the Beneficial Owners on receipt of instructions received from any regulator or court or any statutory authority.

**Redressal of Investor grievance**

25. The DP shall redress all grievances of the Beneficial Owner against the DP within a period of thirty days from the date of receipt of the complaint.

**Authorized representative**

26. If the Beneficial Owner is a body corporate or a legal entity, it shall, along with the account opening form, furnish to the DP, a list of officials authorized by it, who shall represent and interact on its behalf with the Participant. Any change in such list including additions, deletions or alterations thereto shall be forthwith communicated to the Participant.

X



**Law and Jurisdiction**

27. In addition to the specific rights set out in this document, the DP and the Beneficial owner shall be entitled to exercise any other rights which the DP or the Beneficial Owner may have under the Rules, Bye Laws and Regulations of the respective Depository in which the demat account is opened and circulars/notices issued there under or Rules and Regulations of SEBI.
28. The provisions of this document shall always be subject to Government notification, any rules, regulations, guidelines and circulars/ notices issued by SEBI and Rules, Regulations and Bye-laws of the relevant Depository, where the Beneficial Owner maintains his/ her account, that may be in force from time to time.
29. The Beneficial Owner and the DP shall abide by the arbitration and conciliation procedure prescribed under the Bye-laws of the depository and that such procedure shall be applicable to any disputes between the DP and the Beneficial Owner.
30. Words and expressions which are used in this document but which are not defined herein shall unless the context otherwise requires, have the same meanings as assigned thereto in the Rules, Bye-laws and Regulations and circulars/notices issued there under by the depository and /or SEBI
31. Any changes in the rights and obligations which are specified by SEBI/Depositories shall also be brought to the notice of the clients at once.
32. If the rights and obligations of the parties hereto are altered by virtue of change in Rules and regulations of SEBI or Bye-laws, Rules and Regulations of the relevant Depository, where the Beneficial Owner maintains his/her account, such changes shall be deemed to have been incorporated herein in modification of the rights and obligations of the parties mentioned in this document.



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

From :

To,  
**MEHTA VAKIL & CO. PVT. LTD.**  
PG-11, Rounda Bldg., B. S. Marg,  
Mumbai - 400 001.

**RE : BENEFICIAL OWNER (BO) ACCOUNT NO. 12019700.....**

I/We \_\_\_\_\_  
\_\_\_\_\_ [name(s) of the BO(s)] had entered into  
agreement dated \_\_\_\_\_ with you at the time of opening of the aforesaid BO account.

Pursuant to the amendment in Clause 3 of the agreement (Annexure C to the Bye Laws of CDSL).  
I/We confirm having opted to receive the statement of accounts pertaining to the above mentioned  
BO account in electronic mode in lieu of physical copy of the statement of account.

I/We confirm that the dispatch of statement of account to me/us at the following email address shall  
constitute full and absolute discharge of your obligation under the above agreement to provide me/  
us with statement of my/our BO account. But, I/We reserve my/our right to receive the physical copy  
of statement of accounts despite receiving the same in electronic mode, if such a demand is made  
in writing on you.

(Email address : \_\_\_\_\_)

I/We confirm that any change in the aforesaid email address or any other instructions with regard  
to dispatch service of my/our statement of account on me/us shall not be binding upon you unless  
you are intimated in writing by me/us by acknowledged delivery.

Yours faithfully,

Name/s of the Beneficial owner/s	Signature/s
Sole/First Holder	X _____
Second Holder	X _____
Third Holder	X _____



# MEHTA VAKIL & CO. PVT. LTD.

Depository Participant of CDSL (dp Id : 19700) SEBI REGN. NO. : IN - DP-CDSL - 92-2000

PG-11, Ground Floor, Stock Exchange Rotunda Bldg., B. S. Marg, Mumbai - 400 001.

Tel. : (022) 2272 1082, 2272 2620 • Fax : (022) 2272 1179 • E-mal : mevaco@vsnl.com, info@mehtavakil.com

## TERMS AND CONDITIONS-CUM-REGISTRATION / MODIFICATION FORM FOR RECEIVING SMS ALERTS FROM CDSL

### Definitions:

In these Terms and Conditions the terms shall have following meaning unless indicated otherwise:

1. "Depository" means Central Depository Services (India) Limited a company incorporated in India under the Companies Act 1956 and having its registered office at 17th Floor, P.J. Towers, Dalal Street, Fort, Mumbai 400001 and all its branch offices and includes its successors and assigns.
2. 'DP' means Depository Participant of CDSL. The term covers all types of DPs who are allowed to open demat accounts for investors.
3. 'BO' means an entity that has opened a demat account with the depository. The term covers all types of demat accounts, which can be opened with a depository as specified by the depository from time to time.
4. SMS means "Short Messaging Service"
5. "Alerts" means a customized SMS sent to the BO over the said mobile phone number.
6. "Service Provider" means a cellular service provider(s) with whom the depository has entered / will be entering into an arrangement for providing the SMS alerts to the BO.
7. "Service" means the service of providing SMS alerts to the BO on best effort basis as per these terms and conditions.

### Availability:

1. The service will be provided to the BO at his / her request and at the discretion of the depository. The service will be available to those accountholders who have provided their mobile numbers to the depository through their DP. The services may be discontinued for a specific period / indefinite period, with or without issuing any prior notice for the purpose of security reasons or system maintenance or for such other reasons as may be warranted. The depository may also discontinue the service at any time without giving prior notice for any reason whatsoever.
2. The service is currently available to the BOs who are residing in India.
3. The alerts will be provided to the BOs only if they remain within the range of the service provider's service area or within the range forming part of the roaming network of the service provider.
4. In case of joint accounts and non-individual accounts the service will be available, only to one mobile number i.e. to the mobile number as submitted at the time of registration / modification.
5. The BO is responsible for promptly intimating to the depository in the prescribed manner any change in mobile number, or loss of handset, on which the BO wants to receive the alerts from the depository. In case of change in mobile number not intimated to the depository, the SMS alerts will continue to be sent to the last registered mobile phone number. The BO agrees to indemnify the depository for any loss or damage suffered by it on account of SMS alerts sent on such mobile number.

### Receiving Alerts:

1. The depository shall send the alerts to the mobile phone number provided by the BO while registering for the service or to any such number replaced and informed by the BO from time to time. Upon such registration / change, the depository shall make every effort to update the change in mobile number within a reasonable period of time. The depository shall not be responsible for any event of delay or loss of message in this regard.
2. The BO acknowledges that the alerts will be received only if the mobile phone is in 'ON' and in a mode to receive the SMS. If the mobile phone is in 'Off' mode i.e. unable to receive the alerts then the BO may not get / get after delay any alerts sent during such period.
3. The BO also acknowledges that the readability, accuracy and timeliness of providing the service depend on many factors including the infrastructure, connectivity of the service provider. The depository shall not be responsible for any non-delivery, delayed delivery or distortion of the alert in any way whatsoever.
4. The BO further acknowledges that the service provided to him is an additional facility provided for his convenience and is susceptible to error, omission and/ or inaccuracy. In case the BO observes any error in the information provided in the alert, the BO shall inform the depository and/ or the DP immediately in writing and the depository will make best possible efforts to rectify the error as early as possible. The BO shall not hold the depository liable for any loss, damages, etc. that may be incurred/ suffered by the BO on account of opting to avail SMS alerts facility.
5. The BO authorizes the depository to send any message such as promotional, greeting or any other message that the depository may consider appropriate, to the BO. The BO agrees to an ongoing confirmation for use of name, email address and mobile number for marketing offers between CDSL and any other entity.
6. The BO agrees to inform the depository and DP in writing of any unauthorized debit to his BO account/ unauthorized transfer of securities from his BO account, immediately, which may come to his knowledge on receiving SMS alerts. The BO may send an email to CDSL at [complaints@cdslindia.com](mailto:complaints@cdslindia.com). The BO is advised not to inform the service provider about any such unauthorized debit to/ transfer of securities from his BO account by sending a SMS back to the service provider as there is no reverse communication between the service provider and the depository.
7. The information sent as an alert on the mobile phone number shall be deemed to have been received by the BO and the depository shall not be under any obligation to confirm the authenticity of the person(s) receiving the alert.

X



8. The depository will make best efforts to provide the service. The BO cannot hold the depository liable for non-availability of the service in any manner whatsoever.
9. If the BO finds that the information such as mobile number etc., has been changed without proper authorization, the BO should immediately inform the DP in writing.

#### Fees:

Depository reserves the right to charge such fees from time to time as it deems fit for providing this service to the BO.

#### Disclaimer:

The depository shall make reasonable efforts to ensure that the BO's personal information is kept confidential. The depository does not warrant the confidentiality or security of the SMS alerts transmitted through a service provider. Further, the depository makes no warranty or representation of any kind in relation to the system and the network or their function or their performance or for any loss or damage whenever and howsoever suffered or incurred by the BO or by any person resulting from or in connection with availing of SMS alerts facility. The Depository gives no warranty with respect to the quality of the service provided by the service provider. The Depository will not be liable for any unauthorized use or access to the information and/ or SMS alert sent on the mobile phone number of the BO or for fraudulent, duplicate or erroneous use/ misuse of such information by any third person.

#### Liability and Indemnity:

The Depository shall not be liable for any breach of confidentiality by the service provider or by any third person due to unauthorized access to the information meant for the BO. In consideration of the depository providing the service, the BO agrees to indemnify and keep safe, transfer and indemnified the depository and its officials from any damages, claims, demands, proceedings, loss, cost, charges and expenses whatsoever which a depository may at any time incur, sustain, suffer or be put to as a consequence of or arising out of interference with or misuse, improper or fraudulent use of the service by the BO.

#### Amendments:

The depository may amend the terms and conditions at any time with or without giving any prior notice to the BOs. Any such amendments shall be binding on the BOs who are already registered as user of this service.

#### Governing Law and Jurisdiction:

Providing the Service as outlined above shall be governed by the laws of India and will be subject to the exclusive jurisdiction of the courts in Mumbai.

I/We wish to avail the SMS Alerts facility provided by the depository on my/our mobile number provided in the registration form subject to the terms and conditions mentioned below. I/ We consent to CDSL providing to the service provider such information pertaining to account/ transactions in my/our account as is necessary for the purposes of generating SMS Alerts by service provider, to be sent to the said mobile number.

I/We have read and understood the terms and conditions mentioned above and agree to abide by them and any amendments thereto made by the depository from time to time. I/ we further undertake to pay fee/ charges as may be levied by the depository from time to time.

I/ We further understand that the SMS alerts would be sent for a maximum four ISINs at a time. If more than four debits take place, the BOs would be required to take up the matter with their DP.

I/We am/ are aware that mere acceptance of the registration form does not imply in any way that the request has been accepted by the depository for providing the service.

I/We provide the following information for the purpose of REGISTRATION / MODIFICATION (Please cancel out what is not applicable).

DPID	1	2	0	1	9	7	0	0	Client ID								
------	---	---	---	---	---	---	---	---	-----------	--	--	--	--	--	--	--	--

Sole / First Holder's Name : \_\_\_\_\_

Second Holder's Name : \_\_\_\_\_

Third Holder's Name : \_\_\_\_\_


Mobile Number on which messages are to be sent	+91													
--	-----	--	--	--	--	--	--	--	--	--	--	--	--	--

(Please write only the mobile number without prefixing country code or zero)

The mobile number is registered in the name of: \_\_\_\_\_

Email ID: \_\_\_\_\_

(Please write only ONE valid email ID on which communication; if any, is to be sent)


 \_\_\_\_\_
   
 Signatures                      Sole / First Holder                      Second holder                      Third Holder

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

# FATCA/CRS DETAILS

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

The below information is required for all applicant(s) / guardian / PoA holder.


Sr. No.	Details	
1	Are You a Tax Resident of Country other than India?	<input type="checkbox"/> Yes <input type="checkbox"/> No
2	Is your Country of Birth/Citizenship other than India?	<input type="checkbox"/> Yes <input type="checkbox"/> No
3	Is your Residence address/Mailing address other than in India?	<input type="checkbox"/> Yes <input type="checkbox"/> No
4	Is the POA holder/person to whom signatory authority is given, covered under any of the categories 1, 2 or 3 above?	<input type="checkbox"/> Yes <input type="checkbox"/> No

If you have answered YES to any of above, please provide the below details

Sr. No.	Details	
1	Country of Residence	
2	Nationality	
3	Tax Identification No. or Reason for not providing TIN	
4	Identification Type (TIN or Other, please specify)	
5	Residence address for tax purposes (include City, State, Country & Pin code)	
6	Address Type <input type="checkbox"/> Residential <input type="checkbox"/> Business <input type="checkbox"/> Regd. Office	
7	City of birth	
8	Country of birth	

**Certification:** I/We have understood the information requirements of this Form (read along with the FATCA/CRS Instructions), and hereby certify that the information provided by me/us on this Form is true, correct, and complete. I/We also confirm that I/We have read and understood the FATCA/CRS Terms and Conditions and hereby accept the same.

I/We agree to indemnify Mehta Vakil & Co. Pvt. Ltd. in respect of any false, misleading, inaccurate and incomplete information regarding my/our "U.S. person" status for U.S. federal income tax purposes or in respect of any other information as may be required under applicable tax laws.

Applicant / Guardian Applicant	
Name	
Signature	
PAN	

## FATCA-CRS Instruction

**Details under FATCA/CRS/Foreign Tax Laws:** The Central Board of Direct Taxes has notified Rules 114F to 114H, as part of the Income Tax Rules 1962, which Rules require Indian financial institutions to seek additional personal, tax and beneficial owner information and certain certifications and documentation from all our account holders. In certain circumstances (including if we do not receive a valid self -certification from you) we may be obliged to share information on your account with relevant tax authorities/appointed agencies. If you have any questions about your tax residency, please contact your tax advisor. Should there be any **change in any information provided by you, please ensure you advise us promptly, i.e., within 30 days.** Towards compliance, we may also be required to provide information to any institutions such as withholding agents for the purpose of ensuring appropriate withholding from the account or any proceeds in relation thereto. As may be required by domestic or overseas regulators/ tax authorities, we may also be constrained to withhold and pay out any sums from your account or close or suspend your account(s).