



# SANKALP SHARE BROKERS (P) LTD.

MEMBERS : NATIONAL STOCK EXCHANGE OF INDIA LTD. BSE LIMITED CENTRAL DEPOSITORY SERVICES (INDIA) LIMITED

# **CLIENT REGISTRATION KIT**

CLIENT CODE

# CLIENT ID\_\_\_\_\_

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

DATE OF OPENING OF ACCOUNT : \_\_\_\_\_

# ACCOUNT OPENING KIT

### Name of Stock Broker / Trading Member : SANKALP SHARE BROKERS (P) LTD.

SEBI Single Regn. No. and Date :- INZ000285732 Dt.03.10.2019

#### **Registered Office Address :**

3rd Floor, Room No. 13, 14, Netaji Subhas Road, Kolkata - 700 001 Phone : 2231-6101 (4 lines),

E.mail : info@sankalpcares.com, Website : www.sankalpcares.com, CIN : U67120WB2004PTC100706

#### **Correspondence Office Address :**

3rd Floor, Room No. 13, 14, Netaji Subhas Road, Kolkata - 700 001

Name of Clearing Member (For NSE-F&O, NSE-Currency Derivatives, BSE-F&O Segments & BSE-Currency Derivatives Segment ) : SMC GLOBAL SECURITIES LTD.

SEBI Single Regn. No. and Date :- INZ000199438 Dt. 12.09.2018

## **Registered & Correspondence Office address :**

11/6B, Shanti Chamber Pusa Road,New Delhi – 110005 Phone : +91-11-66075200, 1800-11-0909\*, Email : smc.care@smctradeonline.com Website : www.smctradeonline.com

## Compliance Officer Name, Phone No. & email ID :

Mr Keyur M Khona, 93302 66650, compliance@sankalpcares.com

## CEO Name, Phone No. & email ID :

Mr Abhisek Prahladka, 98300-70135, chairman@sankalpcares.com

For any grievance/dispute, please contact **SANKALP SHARE BROKERS (P) LTD.** at the above address or email id : investors@sankalpcares.com and Phone No. : 2231-6101. In case not satisfied with the response, please contact the concerned exchange(s) at ignse@nse.co.in and Phone No. (022) 2659-8190 for NSE and at is@bseindia.com, Phone No. (022) 2272-8097 for BSE.

Disclosure of Proprietary trading pursuance to SEBI Circular No. : SEBI/MRD/SE/Cir-42/2003 dated 19th Nov., 2003, NSE Circular No. : NSE/INVG/PRE/2003/16 dated 25th Nov., 2003 and BSE Notice No. 20031125-7 dated 25 November, 2003:

We, SANKALP SHARE BROKERS (P) LTD., is engaged in Client based business.

# SANKALP SHARE BROKERS (P) LTD.

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tradin	: Standard Mandatory Documents viz. Rights & Obligations of Stock Broker, Sub-broker ar g on exchanges, Uniform Risk Disclosure Documents, and Guidance Note detailing Do's nding, are available in physical/electronic mode as per your choice marked in on Page 9.	and Don'ts
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#### CENTRAL KYC REGISTRY | Know Your Customer (KYC) Application Form | Individual

#### Important Instructions:

Line 3 District\*

- 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 may be obtained from our office.

F) List of two character ISO 3166 country codes may be obtained from our office.

G) KYC number of applicant is mandatory for update application. H) For particular section update, please tick ( \checkmark) 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 financia	al institution) KYC Number		(Mandator	y for KYC update request)			
	Account Type*	Normal     Simplif	ied (for low risk customers)	Small			
	DETAILS (Please refer instruction	A at the end)					
	Prefix Fit	rst Name	Middle Name	Last Name			
Name* (Same as ID	D proof)						
Maiden Name (If any*	)						
Father / Spouse Nam	1e*						
Mother Name*							
Date of Birth*	D D — M M — Y Y Y			РНОТО			
Gender*	M- Male	F- Female	T-Transgender				
Marital Status*	Married	Unmarried	Others				
Citizenship*	IN- Indian	Others (IS	O 3166 Country Code )				
Residential Status*	Resident Individual Foreign National	☐ Non Resid ☐ Person of I					
Occupation Type*	S-Service ( Private O-Others ( Profes B-Business X- Not Categorised			ie Student)			
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 I	DENTITY (Pol)* (Please refer inst	ruction <b>C</b> at the end)					
(Certified copy of any or	ne of the following Proof of Identity[Po	ol] needs to be submitted)					
A- Passport Num	ber		Passport Expiry Date				
B- Voter ID Card							
C- PAN Card							
D- Driving Licence	e		Driving Licence Expiry D				
E- UID (Aadhaar)							
F- NREGA Job C	ard						
Z- Others (any doo	cument notified by the central govern	iment)	Identification Num	nber			
S- Simplified Mea	asures Account - Document Typ	e code	Identification Num	nber			
4. PROOF OF	ADDRESS (PoA)*						
4.1 CURRENT / PE	RMANENT / OVERSEAS ADDRES	S DETAILS (Please see inst	ruction <b>D</b> at the end)				
(Certified copy of any or	ne of the following Proof of Address [	PoA] needs to be submitted)					
Address Type*	Residential / Business	Residential	Business Re	egistered Office			
Proof of Address*	Passport     Voter Identity Card     Simplified Measures Account	Driving Licence     NREGA Job Card     t - Document Type code	UID (Aadhaar)	pidase specify			
Address							
Line 1*							
Line 2							

Pin / Post Code\*

City / Town / Village\*

ISO 3166 Country Code\*

State / U.T Code\*

4.2 CORRESPOND	ENCE / LOCAL ADDRESS DETAILS *	(Please see instruct	tion E at the end)		
Same as Current / P	ermanent / Overseas Address details	(In case of multiple of	correspondence / k	ocal addresses, please f	ill 'Annexure A1')
Line 1*					
Line 2					
Line 3				City / Town /	Village*
District*	Pin / Po	st Code*	Sta	ate / U.T Code*	ISO 3166 Country Code*
4.3 ADDRESS IN TH	HE JURISDICTION DETAILS WHERE A	APPLICANT IS RES	IDENT OUTSIDE I	NDIA FOR TAX PURPO	DSES* (Applicable if section 2 is ticked)
Same as Current / P	ermanent / Overseas Address details		Same as Correspo	ondence / Local Address	s details
Line 1*					
Line 2					
Line 3				City / Town /	Village*
State*			ZIP / Post Code*	•	ISO 3166 Country Code*
5. CONTACT DET	AILS (All communications will be sent on	provided Mobile no. /	Email-ID) (Please re	fer instruction F at the end	))
Tel. (Off)	T	el. (Res)		Mobile	
FAX		mail ID			
6. DETAILS OF R	ELATED PERSON (In case of additional	al related persons, ple	ease fill 'Annexure B1	l') (please refer instruction	n G at the end)
Addition of Related Pe	rson Deletion of Related Person	KY	C Number of Related	Person (if available*)	
Related Person Type*	Guardian of Minor	Assignee		uthorized Representativ	ve
,,	Prefix First N			Idle Name	Last Name
Name*					
	(If KYC number and name are prov	vided, below details of	f section 6 are option	al)	
PROOF OF IDENTIT	Y [Pol] OF RELATED PERSON* (Please s	ee instruction (H) at th	he end)		
A- Passport Number A- Passport Number				port Expiry Date	
-			1 433	port Expiry Date	
B- Voter ID Card					
C- PAN Card					
D- Driving Licence	3		Drivir	ng Licence Expiry Dat	
E- UID (Aadhaar)					
F- NREGA Job Ca	ard				
Z- Others (any doc	ument notified by the central governme	nt)		Identification Numb	er
	sures Account - Document Type of			Identification Numb	
7. REMARKS (If a	ny)				
8. APPLICANT E	DECLARATION				
	ails furnished above are true and correct to the best				
for it.	e any of the above information is found to be false or u	indue of misleading of misl	epresenting, rannaware u	lat i may be neru liable	
<ul> <li>I hereby consent to receiving</li> </ul>	g information from Central KYC Registry through SMS	/Fmail on the above registe	ared number/email address		
Date : DD-MI					Signature / Thumb Impression of Applicant
Duito .					
9. ATTESTATION	I / FOR OFFICE USE ONLY				
_					
Documents Received	Certified Copies				
KYC	VERIFICATION CARRIED OUT BY			INSTITUTIO	N DETAILS
Date			Name		
Emp. Name			Code		
Emp. Code					
Emp. Designation					
Emp. Branch					
					ion Stamp]
			2		

#### CENTRAL KYC REGISTRY | Instructions / Check list / Guidelines for filling Individual KYC Application Form

#### **General Instructions:**

- 1 Fields marked with '\*' are mandatory fields.
- 2 Tick 🗸 wherever applicable.
- 3 Self-Certification of documents is mandatory.
- 4 Please fill the form in English and in BLOCK Letters.
- 5 Please fill all dates in DD-MM-YYYY format.
- 6 Wherever state code and country code is to be furnished, the same should be the two -digit code as per Indian Motor Vehicle, 1988 and ISO 3166 country code respectively list of which may be obtained from our office.
- 7 KYC number of applicant is mandatory for updation of KYC details.
- 8 For particular section update, please tick () in the box available before the section number and strike off the sections not required to be updated.
- 9 In case of 'Small Account type' only personal details at section number 1 and 2, photograph, signature and self-certification required.

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

- 1 Name: Please state the name with Prefix (Mr/Mrs/Ms/Dr/etc). The name should match the name as mentioned in the Proof of Identity submitted failing which the application is liable to be rejected.
- 2 Either father's name or spouse's name is to be mandatorily furnished. In case PAN is not available father's name is mandatory.

#### B Clarification / Guidelines on filling details if applicant residence for tax purposes in jurisdiction(s) outside India

1 Tax identification Number (TIN): TIN need not be reported if it has not been issued by the jurisdiction. However, if the said jurisdiction has issued a high integrity number with an equivalent level of identification (a "Functional equivalent"), the same may be reported. Examples of that typ e of number for individual include, a social security/insurance number, citizen/personal identification/services code/number, and resident registration number)

#### C Clarification / Guidelines on filling 'Proof of Identity [Pol]' section

- 1 If driving license number or passport is provided as proof of identity then expiry date is to be mandatorily furnished.
- 2 Mention identification / reference number if 'Z- Others (any document notified by the central government)' is ticked.
- 3 In case of Simplified Measures Accounts for verifying the identity of the applicant, any one of the following documents can also be submitted and undernoted relevant code may be mentioned in point 3 (S).
  - Document Code Description

02

06

- 01 Identity card with applicant's photograph issued by Central/ State Government Departments, Statutory/ Regulatory Authorities, Public Sector Undertakings, Scheduled Commercial Banks, and Public Financial Institutions.
  - Letter issued by a gazetted officer, with a duly attested photograph of the person.

#### D Clarification /Guidelines on filling 'Proof of address [PoA] -Current/ Permanent/Overseas address details' section

- 1 PoA to be submitted only if the submitted PoI does not have an address or address as per PoI is invalid or not in force.
- 2 State / U.T Code a nd Pin / Post Code will not be mandatory for Overseas addresses.
- 3 In case of Simplified Measures Accounts for verifying the address of the applicant, any one of the following documents can also be submitted and undernoted relevant code may be mentioned in point 4.1.

#### 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 Bank account or Post Office savings bank account statement.
- 04 Pension or family pension payment orders (PPOs) issued to retired employees by Government Departments or Public Sector Undertakings, if they contain the address.
- 05 Letter of allotment of accommodation from employer issued by State or Central Government departments, statutory or regulatory bodies, public sector undertakings, scheduled commercial banks, financial institutions and listed companies. Similarly, leave and license agreements with such employers allotting official accommodation.
  - Documents issued by Government departments of foreign jurisdictions and letter issued by Foreign Embassy or Mission in India.

#### E Clarification / Guidelines on filling 'Proof of Address [PoA] - Correspondence / Local Address details' section

- 1 To be filled only in case the PoA is not the local address or address where the customer is currently residing. No separate PoA is required to be submitted.
- 2 In case of multiple correspondence / local addresses, Please fill 'Annexure A1'

#### F 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.

#### G Clarification / Guidelines on filling 'Related Person details' section

- 1 Provide KYC number of related person if available.
- H Clarification / Guidelines on filling 'Related Person details Proof of Identity [Pol] of Related Person' section
  - 1 Mention identification / reference number if 'Z- Others (any document notified by the central government)' is ticked.

## INSTRUCTIONS/CHECK LIST FOR FILLING KYC FORM

#### A. IMPORTANT POINTS :

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

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

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

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

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

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

## D. Exemptions/clarifications to PAN

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

1. In case of transactions undertaken on behalf of Central Government and/or State Government and by officials appointed by Courts e.g. Official liquidator, Court receiver etc.

#### MANDATORY

- 2. Investors residing in the state of Sikkim.
- 3. UN entities/multilateral agencies exempt from paying taxes/filing tax returns in India.
- 4. SIP of Mutual Funds upto Rs 50, 000/- p.a.
- 5. In case of institutional clients, namely, FIIs, MFs, VCFs, FVCIs, Scheduled Commercial Banks, Multilateral and Bilateral Development Financial Institutions, State Industrial Development Corporations, Insurance Companies registered with IRDA and Public Financial Institution as defined under section 4A of the Companies Act, 1956, Custodians shall verify the PAN card details with the original PAN card and provide duly certified copies of such verified PAN details to the intermediary.

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

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

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

#### Corporate

• Copy of the balance sheets for the last 2 financial years (to be submitted every year). • Copy of latest share holding pattern including list of all those holding control, either directly or indirectly, in the company in terms of SEBI takeover Regulations, duly certified by the company secretary/Whole time director/MD (to be submitted every year). • Photograph, POI, POA, PAN and DIN numbers of whole time directors/two directors in charge of day to day operations.

• Photograph, POI, POA, PAN of individual promoters holding control - either directly or indirectly. • Copies of the Memorandum and Articles of Association and certificate of incorporation. • Copy of the Board Resolution for investment in securities market. • Authorised signatories list with specimen signatures.

#### Partnership Firm

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

#### Trust

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

#### HUF

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

#### Unincorporated association or a body of individuals

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

#### Banks / Institutional Investors

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

#### Foreign Institutional Investors (FII)

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

#### Army / Government Bodies

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

#### **Registered Society**

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

#### MANDATORY

## TRADING ACCOUNT RELATED DETAILS - FOR INDIVIDUALS & NON-INDIVIDUALS

BANK ACCOUNT(S) DETAILS							
	First Bank Details	Second Bank Details					
Bank Name							
Branch							
Address							
Bank A/c No.							
A/c Type	Saving Current	Saving Current					
	Others-In case of NRI/NRE/NRO	Others-In case of NRI/NRE/NRO					
MICR No.							
IFSC code							
DEPOSITORY ACCO	OUNT(S) DETAILS						
	First Demat A/c Details	Second Demat A/c Details					
Depository							
Participant Name							
Depository Name	🗖 NSDL 🗖 CDSL	□ NSDL □ CDSL					
Beneficiary Name							
DP ID							
Beneficiary ID							
(BO ID)							
TRADING PREFER	ENCES - * Please sign in the relevant boxe	s where you wish to trade. The segment not					
chosen should be s	struck off by the client.						
Exchange	Segment	Signature					
1. National Stock	< Exchange of India Ltd Cash	$\checkmark$					
	- F&O	1					
		•					
	- Currency Derivation						
2. BSE Limited	- Cash	1					
2. BSE Limited	- Casii	v					
	- F&O	✓					
	- Currency Derivatives 🗸						
		new exchange, separate authorization/letter					
should be taken from the client by the stock broker.							

OTHER DETAILS						
Gross Annual Income Details (please specify)						
Income Range per annu	n					
Net-worth		as on (date)				
(Net worth should not l	pe older than 1 year)	(dd/mm/yyyy)				
Occupation (Individual	s) 🛛 Private Sector 🗖 P	ublic Sector D Government Service D Business				
(Please tick any one	D Professional D Ag	riculturist 🛛 Retired 🗖 Housewife 🗖 Student				
and give brief details)	Others					
Please tick, if applicabl	e, for any of your					
authorized signatories	/ Promoters /	Politically Exposed Person (PEP)				
Partners / Karta / Trus	tees / whole time directors	Related to a Politically Exposed Person (PEP)				
PAST ACTIONS						
against the applicant / c		ng / taken by SEBI / Stock exchange / any other authority romoters / whole time directors / authorized persons in 's				
DEALINGS THROUGH S	UB-BROKERS AND OTHER S	TOCK BROKERS				
If client is dealing throu	gh the sub-broker, provide t	he following details				
Sub-broker's Name						
SEBI Regn. Number						
Regd. Off. Address						
Phone	Fax	Website				
Whether dealing with a	ny other stock broker / sub-	broker (if case dealing with multiple stock brokers /sub-				
brokers, provide details	of all)					
Name of stock broker						
Name of Sub-Broker, if	any					
Client Code		Exchange				
Details of disputes/dues pending from/to such stock broker/sub- broker						
ADDITIONAL DETAILS						
Whether you wish to receive physical contract note or Electronic Contract Note (ECN) (please specify)						
, Specify your Email id, if applicable :						
Whether you wish to receive the standard documents - Rights and Obligations, Risk Disclosure Document						
(RDD) and Guidance note - physically or electronically, (please specify) :						
Please note that these	Please note that these documents are also available in certain vernacular languages on demand.					
Whether you wish to avail of the facility of internet trading / wireless technology (please specify)						
🗖 YES 🗖 NO						

Number o	f years of Investm	ent / Trading Experience					
In case of	In case of non-individuals, name, designation, PAN, UID, signature, residential address and						
photograp	hs of persons aut	horized to deal in securities on b	pehalf of company/firm/other	As per Annexure			
Any other	Any other information						
INTRODUC	CER DETAILS (opt	ional)					
Name of t	he Introducer						
		(Surname)	(Name) (Middle	Name)			
Status of t	he Introducer	🗖 Sub-broker 🗖 Remisier 🗖 /	Authorized Person 🗖 Existing	Client			
		Others, please specify					
Address ar	nd Phone No.						
of the Intr	oducer						
Signature	of the Introducer						
NOMINAT	ION DETAILS (for	individuals only)					
□ I/We w	ish to nominate	I/We do not wish to no	minate				
Name of t	he Nominee						
Relationsh	ip with the Nomi	nee					
PAN of No	PAN of Nominee Date of Birth of Nominee						
Address ar	Address and Phone No.						
of the Nor	ninee						
If Nomine	e is a minor, deta	ils of guardian :					
Name of g	uardian						
Address ar	nd Phone No.						
of Guardia	in						
Signature	of guardian						
WITNESSE	<b>S</b> (Only applicable	e in case the account holder has	s made nomination)				
	Firs	t Witness Details	Second Witness	Details			
Name							
Signature							
Address							

#### 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.

#### MANDATORY

- 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.

✓\_\_\_\_\_

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

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

#### ANNEXURE

## DETAIL OF PROMOTERS / PARTNERS / KARTA / TRUSTEES AND WHOLE TIME DIRECTORS AND PERSONS AUTHORIZED TO DEAL IN SECURITIES ON BEHALF OF COMPANY / FIRM / OTHERS

Particulars	1st	2nd	3rd
Designation			
Name			
PAN			
DIN / UID			
Residential Address			
Photograph	Please affix your recent passport size photograph and sign across it	Please affix your recent passport size photograph and sign across it	Please affix your recent passport size photograph and sign across it

Use additional sheets, if necessary.

## FOR OFFICE USE ONLY

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

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

I / We undertake that we have made the client aware of 'Policy and Procedures', tariff sheet and all the nonmandatory 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.

#### Signature of the Authorised Signatory

Date : \_

Seal/Stamp of the stock broker

## **INSTRUCTIONS / CHECK LIST**

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

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

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

- 2. Copy of cancelled cheque leaf / pass book / bank statement specifying name of the constituent, MICR Code or / and IFSC Code of the bank should be submitted.
- 3. Demat master or recent holding statement issued by DP bearing name of the client.
- 4. For individuals :
  - a. Stock broker has an option of doing 'in-person' verification through web camera at the branch office of the stock broker / sub-broker's office.
  - b. In case of non-resident clients, employees at the stock broker's local office, overseas can do inperson 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.

### **POLICIES & PROCEDURES**

#### **Refusal of Orders for Penny Stock :**

SANKALP shall have absolute discretion to term a stock as "PENNY". As per our policy, "PENNY STOCK" can be referred to as the stocks which are appearing in the list of illiquid securities issued by the Exchange every month and any other stocks which SANKALP might consider to be illiquid.

Penny stocks are thinly traded shares of small companies which are traded infrequently and having very low volume. It may be difficulty to buy/sell penny stocks. SANKALP at its discretion can accept, refuse or partially accept any buy or sell order for execution from the client in respect of such script. SANKALP may allow restrictive acceptance of orders in such scripts and may demand appropriate declarations and additional margin from the client before accepting order of such stocks.

SANKALP may cancel orders in such scripts received by the clients before execution or partial executions or place any other kind of restrictions on the trade on such scrips without assigning any reasons thereof to the client. SANKALP shall not be responsible for any consequential opportunity loss or financial loss that a client may incur from delay or non execution of orders in penny stock.

#### Setting up Client's Exposure Limits :

In Futures & Option & Currency Derivatives Segment, exposure limit of each client is set, based on Margin money given by the client after applying appropriate haircut and as per the Exchanges Regulations. Upfront margin is collected from client.

In Capital Market Segment, We do not compulsorily collect upfront margin from clients, however Exposure limit which would be a multiple (ranging between 1 to 4 times) of the clear ledger balance plus value of the shares given as collateral computed after applying appropriate haircut. The exposure limit may be changed based on the volatility in the market and the quality of collateral.

SANKALP may set different exposure limits varies for different clients depending upon the credit worthiness, integrity & past conduct of the client, the client agrees that SANKALP shall not be responsible for such variation, reduction or imposition or the client inability to route any order through SANKALP trading system on account of any such variation, reduction or imposition or limits.

#### Applicable Brokerage Limit :

The Brokerage Rate applicable to the clients vary from client to client depending on the category of the client i.e. HNI, Institutional, low, medium and high risk client. At the time of induction of a new client, the financial stability of the client is assessed/ measured and the expected volume is also determined and the brokerage is fixed with the mutual consent of the client. However the brokerage rate charged from the clients does not exceed the maximum brokerage specified by the Exchange. The brokerage slab of the client shall be reviewed at intervals after assessment of the amount and the quality of volume generated by the client as per his commitment the rates may be increased with prospective effect at 15 days notice send to the email address or postal address of the client registered with SANKALP. Apart from Brokerages, the other charges such as STT charges, stamp duty charges , transaction charges levied by the exchanges, trade clearing charges, SEBI transaction charges, service tax or any other exchange related charges or statutory levies are to be paid by the client separately.

# Imposition of Penalty/Delayed Payment Charges by either party, specifying the rate and the period (This must not result in funding by the broker in contravention of the applicable laws) :

As per regulation the client should pay his pay in obligation of funds on or before one day for the Exchange pay in day. We make the policy of charging penalty/delayed payment charges to discourage client in making late/Delayed payment.

We may impose reasonable penalties for bouncing of cheques, non-delivery, auction on failure of payment, short payment/ Non Payment of margin money to discourage such violations and recover the same from the clients account directly.

As per our policy, Client will be liable to pay late pay in /delayed payment charges @ .07% on a daily basis for the overdue amount for not making payment of their pay in obligations on time. The client agrees that SANKALP may impose fines/ penalties for any orders/trades/deals/actions of the client which are contrary to his agreement/rules/regulations/bye laws of the exchange or any other law for the time being in force, at such rates and in such form as it may deem fit. Further where SANKALP has to pay fine or bear any punishment from any authority in connection with/as a consequence of/in relation to any of the orders/trades/deals/actions of the client, the same shall be borne by the client.

# The right to sell client's securities or close client's positions, without giving notice to the client, on account of non- payment of client dues (This shall be limited to the extent of settlement/margin obligation) :

SANKALP shall be entitled to liquidate client's securities, both unpaid & paid securities as well as collaterals deposited towards margins or close out client's open position, without giving notice to the client for non-payment of margins or other amounts including the pay-in obligation, outstanding debts etc and adjust the proceeds of such liquidation/close out, if any, against the clients liabilities/obligations. Any and all losses and financial charges on account of such liquidations/ closing out shall be charges to and borne by the client.

In case the payment of the margin/security is made by the client through a bank instrument, SANKALP shall have absolute discretion to give the benefits/credit for the same only on the realization of clear proceed in SANKALP bank account. Where the margin/security is made available by way of securities or any other property, SANKALP is empowered to decline its acceptance as margin/security and /or accept it at such reduced value as SANKALP may deem fit by applying haircuts or by valuing it by making it to market. In cases of securities lying in margin account/client beneficiary account and having corporate actions like Bonus, Stock Split, Right issue etc. for margin or other purpose the benefit of shares due to received under Bonus, Stock split, Right issue etc will be given when the shares is actually received in the stock broker designated Demat account. The stock broker has the sole discretion to decide referred stipulated margin percentage depending upon the market conditions.

In event of death or insolvency of the client, SANKALP may close out all outstanding positions of the client, adjusting the loss incurred on such closures with the margin deposited by the client and claim further shortfalls, if any, against the estate of the client. The successors or heirs of the client shall be entitled to any surpluses which may result there from.

The above action is at the sole discretion of SANKALP and may vary from client to client. It shall not be under any obligations to undertake the exercise compulsorily. SANKALP shall therefore not be under any obligation to compensate or provide reasons of any omission or delay on its part to sell client's securities or close open positions of the client.

#### Shortages in obligations arising out of internal netting of trades :

If the seller of the security in the internal netting of trades has failed to deliver the security in the scheduled settlement number in the designated settlement account of the member, the seller has to deliver the security in the designated auction settlement for the scheduled settlement. However if the seller is unable to deliver the security as mentioned above.

The securities delivered short are purchased from the market and the purchase consideration (Including all statutory taxes & levies) along with a penalty is debited to the short delivering seller client. In case the shares are not available for purchase for any reason then the shortage will be closed out at the highest closing price from trading day + 1 day(i.e. next trading day to actual trading) to trading + 2 (i.e. Auction date) will be considered. Currently, the penalty levied amounts to NSE clients charged a flat rate of Rs. 0.40 on value of purchase and BSE clients @ 1% on value of purchase consideration.

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

- a) Client unable to meet his pay-in-obligation as per exchange requirement irrespective of the value of collateral's available.
- b) Long pending debit balance in the client's account.
- c) Dishonor of Cheque.
- d) Client dealing in "illiquid" stock as declared by SANKALP.
- e) Transaction which may appear to be suspicious in nature.
- f) Where based on the happening of an event, SANKALP has a risk perception that further trading in the contracts/ securities may not be in the interest of the clients and/or the market.
- g) Failing to provide sufficient margin as demanded by the member within the specified time.
- h) The dealer of the member is unable to ascertain the identity of the client.
- i) Taking further position would violate any circular, rules, regulations or by-laws of stock exchanges or SEBI either on account of Client-wise or broker wise limits.
- j) Existing position violates any circular, rules, regulations or bye-laws of stock exchanges or SEBI either on account of client wise or broker wise limits.
- k) In case sudden changes in margin requirement of Exchanges.

#### MANDATORY

#### Temporarily suspending or closing a client's account at the client request :

The account of the client shall be suspended / closed on receipt of written request from the client specifying the reasons to close the account or the member gets any information about the death or insolvency or the member has not found the client on the registered address or member has reasons to believe that continuing the client account is not in the bonafide interest of the member or exchanges or nation. If the reason given by the clients are justified then the account of that client is suspended after effecting the settlement of the account. For accounts suspended on client's request, the same can be reactivated only after receiving a written request from the client.

#### Deregistering a client :

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

- a) If the action of the client are prima facie illegal/improper or such as to manipulate the price of any securities or disturb the normal/proper functioning of the securities or disturb the normal/proper functioning of the market, either alone or in conjunction with others.
- b) If there is any commencement of a legal process against the client under any law in force.
- c) On the death/lunacy or other disability of the client.
- d) If the client being a partnership firm, has any steps taken by the client and/or its partners for dissolution of the partnership.
- e) If the client suffers any adverse material change in his/her/its financial position or defaults in any other agreement with stock broker.
- f) If there is reasonable apprehension that the client is unable to pay its debts or the client has admitted its inability to pay its debt as they become payable:
- g) if the client is in breach of any term, condition or convenient of this agreement.
- h) If the client ha made any material misrepresentation of facts, including (without limitation) in relation to the security.
- i) If a receiver, administrator or liquidator has been appointed or allowed to be appointed of all or any part of the undertaking of the client.
- j) If the client has voluntarily or compulsorily become the subject of proceedings under any bankruptcy or insolvency law or being a company, goes into liquidation or has a receiver appointed in respect of its assets or refers itself to the board for industrial and financial reconstruction or under any other law providing protection as a relief undertaking.
- k) If any convenient or warranty of the client is incorrect or untrue in any material respect.

#### Inactive accounts :

The account of a client who do not trade and remain inactive for eight consecutive calendar quarters reckoned from the end of the calendar quarters in which the client has traded shall be declared "inactive account" and will be temporarily suspended.

The Member reserves the right to ask the client to furnish further additional details like his address, client code, phone number etc. The Member may ask the client to furnish margin along with proof of current address, bank account, demat account, financial status and respond to some queries too. The trade for the client is placed after all these things are satisfactorily done.

I /We have fully understood the above mentioned Policies and procedures adopted by the broker and sing hereunder as token of our acceptance for the same

#### Client acceptance of policies and procedures stated hereinabove

I /We have fully understood the same and do hereby sign the same and agree not to call into question the validity, enforceability and applicability of any provision/clauses in this document under any circumstances whatsoever. These policies and procedures may be amended /changed by giving 15 days notice by the broker, provided the change is informed to me/us through any one or more means/methods. I/we agree never to challenge the same on any grounds including delayed receipt/non-receipt or any other reason whatsoever. These Policies and Procedures shall always be read along with the agreement and shall be compulsorily referred to while deciding any dispute/difference or claim between me/us and SANKALP before any court of law/judicial/adjudicating authority including arbitrator/mediator etc.

# TARIFF SHEET

#### **BROKERAGE:**

I/we agree to pay Brokerage & other charges like STT Charges, Stamp Duty Charges, Transaction Charges levied by the exchanges, Trade Clearing Charges, SEBI Transaction Charges, Service Tax or any other exchange on transaction carried out by me/us to the stock broker, over and above the brokerage charged to me/us as mentioned below :

BROKERAGE	BROKERAGE %	MINIMUM	FLAT/LOT	Service Tax, Stamp Duty, Exchange & SEBI Transaction Charges, STT Charges & Any Other Statutory Charges	TRADE CLEARING CHARGES
A. CASH MARKET SEGMENT				As per concerned Authorities	
DELIVERY				- do -	
SQUARE OFF.				- do -	
B. EQUITY				do	
DERIVATIVES SEGMENT				- do -	
FUTURES				- do -	.0025%
OPTIONS (On premium)				- do -	.05%
C. CURRENCY				da	
DERIVATIVES SEGMENT				- do -	
FUTURES				- do -	.0005%
OPTIONS (On premium)				- do -	.05%

#### Notes :

Minimum Processing Fees of ₹ 30/- per Script / Instrument will be charged, in case Recovered brokerage is less than ₹ 30/- per Script / Instrument, Subject to SEBI Maximum Brokerage Limit.

✓\_\_\_\_\_Signature of the Client

#### AUTHORITY LETTER FOR SETTLEMENT OF RUNNING ACCOUNT OF FUNDS

Date:

To Sankalp Share Brokers Private Limited 14 Netaji Subhas Road 3<sup>rd</sup> Floor Room no 313 Kolkata - 700001.

Dear Sir,

- 1. With reference to my/our trading account opened with you, I/we request you to maintain a running account for funds on my/our behalf without settling the account on settlement of each transaction. I/We further request you to retain all amounts receivable by me/us until specifically requested by me/us to be settled or to be dealt with in any other manner.
- 2. I/we understand and agree that no interest will be payable to me/us on the funds or securities so retained with you.
- 3. I/we may be trading in derivatives segment, cash segment & CDS Segment of various Exchanges and even holding Depository Account with you, hence have various accounts with you. In this regard I/we hereby authorize Sankalp Share Brokers Private Limited to act at its discretion of adjusting any credit balance under my/ our various account against the debit in any account across segments/Exchange, without taking any further instruction from me/us.
- 4. I/we authorize you to set off a part or whole of the margin deposited by me/us. Against any of my / our dues, by appropriating relevant amount of fund or by sale of securities which form part of margin.
- 5. I/we may revoke the authorization at any time by giving a written notice.
- 6. I/we also agree that the actual settlement of fund in Cash Market segment, Derivatives Market and CD segment should be done, at least once in a calendar quarter or month and the statement of account for the same will be provided to me by Sankalp Share Brokers Private Limited
- 7. I/we agree that fund given towards collaterals/margins in form of bank guarantee (BG) / Fixed Deposit Receipts (FDR) may not be periodically settled.
- 8. I/we agree that (a) in respect of derivatives market and currency market transactions, the Trading Member may retain the requisite funds on settlement date to take care of any margin obligation, calculated in the manner specified by the Exchange, (b) in respect of cash market transactions, the Trading Member may retain entire pay-in obligations of T day & T-1 day funds due from me/us as on the date of settlement to take care of margin obligation, calculated in the manner specified by the Exchange.
- 9. I/we agree/understand that there shall be no inter-client adjustment for the purpose of settlement of running account.
- 10. I/we shall bring any dispute arising from the statement of account or settlement so made to the Notice of the Trading Member preferably within 30 working days from the date of receipt of funds / securities or statement as the case may be.

## PREFERENCE OF CLIENT FOR SETTLEMENT OF RUNNING ACCOUNT

	Settlement Preferences	• Monthly	Quarterly
Tha	nking you,		

Yours faithfully,

<sup>√</sup> \_\_\_\_

Signature

<sup>(</sup>Note: To be signed by person himself/herself and not to be signed by his/her attorney/authorised person etc.) **VOLUNTARY** 17

## To SANKALP SHARE BROKERS (P) LTD.

14, Netaji Subhas Road 3rd Floor, Room No. 313 Kolkata - 700 001

Sir,

## Re : Electronic Contract Note (ECN)

This has reference to the facility of receiving contract notes and other documents in Electronic form issued by you in compliance with regulations and guidelines issued by SEBI and Stock Exchanges. I/We understand that ECN are valid legal contract notes as per Stock Exchange/ SEBI Rules and recognized under Income Tax Act, as well as other Acts in India.

Therefore, the ECN shall be an accepted form of Contract Note to me/us and should be mailed to the following e-mail id(s):

E-mail Id	(a)		$\otimes$	
	. ,	(Primary - compulsory)		Signature of Client
	(b)		⊗	
		(Alternate - optional)		Signature of Client

I/We wish to inform you that I/We would like to avail of this facility. In this regard we state the following:

- 1. This is to further confirm that it will be my/ our responsibility that my/our email account is active and mail box is not full and the non-receipt of the bounced mail notification at your end shall amount to delivery of the ECN at my/our email-id.
- 2. I/we undertake to check the ECNs and discrepancy if any shall be brought to your notice within 24 hours of the issuance of contract notes.
- 3. You are authorized to send me/us account statement / other documents / other notices/ correspondence periodically through the same channel.
- 4. I/we undertake that any change in my/our E.mail ID shall be communicated to you in writing through a physical letter.

Kindly take the above into your record and oblige.

Thanking you,

✓\_\_\_\_

Yours truly,

Signature of Client

Name :

Note : We have created your Internet Back Office Login and Password. To access your Online Account, go to our website **www.sankalpcares.com**. Click on link "Online Accounts" on the homepage. You will be prompted for your Login ID and password. Your Login ID is your Client Code and the 10 character password is your PAN Number by default. Kindly ensure that you change your password during your first login.

# CONSENT LETTER FOR EMAIL AND MOBILE ALERT FACILITIES

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

## To SANKALP SHARE BROKERS (P) LTD.

14, Netaji Subhas Road 3rd Floor, Room No. 313 Kolkata - 700 001

Sir,

This is with reference to my/our trading account opened with you; I/we request you arrange facility of receiving email and/or mobile alert facility issued by Exchange in compliance with regulation and guidelines issued by concern authorities from time to time.

Email Facility	Service Required - YES 🗖 NO 🗖
Email ID	
Owned by - Name	
- PAN Number*	
Relationship with Client	
Signature of the Client	$\checkmark$
SMS Facility	Service Required - YES 🗖 NO 🗖
Mobile Number	
Owned by - Name	
- PAN Number*	
Relationship with Client	
Signature of the Client	$\checkmark$

\* Please specify the Name and PAN detail in case email id and/or Mobile Number is other than that of the client.

In this regards we state the following :

- 1. This is to further confirm that it will be my/our responsibility that my/our Email ID and/or Mobile Number are active and the relevant Inbox is not full. Further, the trading member will not be held liable for the mails and / or SMS alert not received.
- 2. I/we undertake that any change in my/our Email ID and/or Mobile Number shall be communicated to you in writing through a physical letter.
- 3. I/we agree that this authority shall be valid, until it is revoked by me/us at any time by giving a written notice to **SANKALP SHARE BROKERS (P) LTD.**

## **DECLARATION FOR NAME MISMATCH**

(To be filled if the name on document is different)

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

# То

## SANKALP SHARE BROKERS (P) LTD.

14, Netaji Subhas Road 3rd Floor, Room No. 313 Kolkata - 700 001

Sir,

This is to bring to your notice that my name is spelt differently in my Identity proof, Address proof and Bank proof. Please find below the names as spelt in respective proofs :

Name as per PAN Card\_\_\_\_\_

Name as per Address Proof\_\_\_\_\_

Name as per Bank Proof\_\_\_\_\_\_

I hereby confirm that all the said name belong to me. I hereby state and confirm that what is stated above is true and correct information.

I agree to indemnify and keep you indemnified at all times from and against all costs, charges, damages, penalties (including reasonable Attorney Fees) suffered and/or incurred by you for any act done or omitted to be done on the above Declaration.

✓\_\_\_\_\_ Signature of Client

#### Voluntary information provided by the client in relation to the Prevention of Money Laundering Act, 2002

\_\_\_\_\_

Name of the Client

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

Industrv

:

#### Details of my/our Relatives, having account with SANKALP SHARE BROKERS (P) LTD. :

:\_\_\_

		· · ·
Name	Relationship	UCC (Client Code)
1.		
2.		
3.		
4.		

Details of the Corporate / Partnership Firm / Trust etc. where I/We am/are affiliated

Name	Entity Type	Nature of Business	Relationship	UCC (Client Code)
1.				
2.				
3.				
4.				

#### I/We hereby submit and agree to submit every year following documents to SANKALP SHARE BROKERS (P) LTD., before the due date as prescribed by SANKALP SHARE BROKERS (P) LTD.:

- 1. Profit and Loss Account & Capital Account
- 2. Balance Sheet
- 3. Self attested copy of Income Tax Return (If return not available, I/we will furnish Form 16)
- 4. Copy of Form 16 in case of Salary Income
- 5. Any other document providing financial details of the client

#### I/We confirm that I/We will immediately inform SANKALP SHARE BROKERS (P) LTD. in case I/We am/are convicted under any grounds or any action is taken against me/us by any authority(ies).

I/We intend to invest in the stock market with : Own Funds Borrowed Funds (If Borrowed Funds, then please specify below Sources of funds :)

Sources of Borrowed Funds (if any)	Amount (₹)

(Certificated / Opinion Report from the Banker / Financial Institution confirming that there has been no default in the client's account is to be attached, which I/We agree to attach herewith.)

I/We hereby declare that I/We am/are beneficial owner of the Trading / On-line account opened with SANKALP SHARE BROKERS (P) LTD., and that I/We am/are investing my/our own funds with SANKALP SHARE BROKERS (P) LTD.

For Office use only : Risk categorisation of client as per PMLA, 2002 :	
Risk categorisation of client as per PMLA, 2002 :	
High Risk    Medium Risk    Low Risk     Verified by :	

#### **GENERAL INFORMATION & INSTRUCTIONS**

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

Ultimate Beneficiary Owner [UBO]:

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

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

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

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

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

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

## **UBO Code Description**

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

# FATCA/CRS DECLARATION FORM - FOR INDIVIDUAL

#### Applicant Name\_\_\_\_\_

- 1. Country of :
  - a) Birth\_\_\_\_\_

b) Citizenship\_\_\_\_\_

- c) Residence for Tax Purposes\_\_\_\_\_
- 2. US Person\* : D Yes D No

#### PART II - Please note :

- a. If in all fields above, the country mentioned by you is India and if you do not have US person status, please proceed to **Part III** for signature.
- b. If for any of the above field, the country mentioned by you is not India and/or if your US person status is Yes, please provide the Tax Payer Identification Number (TIN) or functional equivalent\*\* as issued in the specific country in the table below :
  - i) TIN\_\_\_\_\_ Country of Issue\_\_\_\_\_
  - ii) TIN\_\_\_\_\_ Country of Issue\_\_\_\_\_
  - iii) TIN\_\_\_\_\_ Country of Issue\_\_\_\_\_
- a. In case any of the parameters in **Part I** indicates that you are a US person or a person resident outside of India for tax purpose and you do not have Taxpayer Identification Numbers/functional equivalent, please complete and sign the Self-Certification section given in **Part IV**.
- b. In case you are declaring US person status as 'No' but your Country of Birth is US, please provide document evidencing Relinquishment of Citizenship. If not available provide reasons for not having relinquishment certificate

Please also fill **Part IV** Self-Certification.

**PART III** - Customer Declaration (Applicable for all customers)

- (i) Under penalty of perjury, I/we certify that :
  - The applicant is (i) an applicant taxable as a US person under the laws of the United States of America ("U.S.") or any state or political subdivision thereof or therein, including the District of Columbia or any other states of the U.S., (ii) an estate the income of which is subject to U.S. federal income tax regardless of the source thereof. (This clause is applicable only if the account holder is identified as a US person)
  - 2. The applicant is an applicant taxable as a tax resident under the laws of country outside India. (This clause is applicable only if the account holder Is a tax resident outside of India)
- (ii) I/We understand that Sankalp Share Brokers (P) Ltd. is relying on this information for the purpose of determining the status of the applicant named above in compliance with FATCA/CRS. Sankalp Share Brokers (P) Ltd. is not able to offer any tax advice on CRS or FATCA or its impact on the applicant. I/we shall seek advice from professional tax advisor for any tax questions.
- (iii) I/We agree to submit a new form within 30 days if any information or certification on this form becomes incorrect.
- (iv) I/We agree that as may be required by domestic regulators/tax authorities Sankalp Share Brokers (P) Ltd. may also be required to report, reportable details to CBDT or close or suspend my account.
- (v) I/We certify that I/we provide the information on this form and to the best of my/our knowledge and belief the certification is true, correct, and complete including the taxpayer identification number of the applicant.

Signature :	
Name :	Date (DD/MM/YYYY) :

#### PART IV - Self-Certification :

To be filled only if-

- (a) Name of the country in Part I is other than India and TIN or functional equivalent is not available, or
- (b) US person is mentioned as Yes in Part I, and TIN is not available

I confirm that I am neither a US person nor a resident for Tax purpose in any country other than India, though one or more parameters suggest my relation with the country outside India. Therefore, I am providing the following document as proof of my citizenship and residency in India.

#### Signature

Document Proof submitted (Please tick document being submitted)

□ Passport □ Election Id Card □ PAN Card □ Driving License □ UIDAI Letter □ NREGA Job Card □ Govt. Issued ID Card

#### \* U.S. Person means,

- (a) an individual, being a citizen or resident of the United States of America;
- (b) a partnership or corporation organized in the United States of America or under the laws of the United States of America or any State thereof;
- (c) a trust if,-
  - (i) a court within the United States of America would have authority under applicable law to render orders or judgments concerning substantially all issues regarding administration of the trust; and
  - (ii) one or more U.S. persons have the authority to control all substantial decisions of the trust; or
- (d) an estate of a decedent who was a citizen or resident of the United States of America;

#### \*\* Functional Equivalent of TIN

Many countries do not issue TIN to their taxpayers. However, such countries issue some other high integrity number with an equivalent level of identification (a functional equivalent). Examples of such numbers are-

- Social Security Number
- National Insurance Number
- Citizen Or Personal Identification Code Or Number
- Resident Registration Number

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

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

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

#### What is Money Laundering?

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

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

The objective of AML & CFT Program is to prevent financial intermediaries from being used as a tool for the purpose of Money laundering & terrorist financing and to preserve the integrity of the Financial system.

In response to mounting concern over money laundering, the Financial Action Task Force on money laundering (FATF) was established by the G-7 Summit in Paris in 1989 to develop a co-ordinated international response. One of the first tasks of the FATF was to develop Recommendations, 40 in all, which set out the measures national governments should take to implement effective anti-money laundering programmes.

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

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

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

#### How is money laundered?

In the initial - or placement - stage of money laundering, the launderer introduces his illegal profits into the financial system. This might be done by breaking up large amounts of cash into less conspicuous smaller sums that are then deposited directly into a bank account, or by purchasing a series of monetary instruments (cheques, money orders, etc.) that are then collected and deposited into accounts at another location.

After the funds have entered the financial system, the second – or layering – stage takes place. In this phase, the launderer engages in a series of conversions or movements of the funds to distance them from their source. The funds might be channelled through the purchase and sales of investment instruments, or the launderer might simply wire the funds through a series of accounts at various banks across the globe. This use of widely scattered accounts for laundering is especially prevalent in those jurisdictions that do not co-operate in anti-money laundering investigations. In some instances, the launderer might disguise the transfers as payments for goods or services, thus giving them a legitimate appearance.

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

#### Where does money laundering occur?

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

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

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

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

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

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

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

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

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

A great deal can be done to fight money laundering, and, indeed, many governments have already established comprehensive anti-money laundering regimes. These regimes aim to increase awareness of the phenomenon – both within the government and the private business sector – and then to provide the necessary legal or regulatory tools to the authorities charged with combating the problem.

Some of these tools include making the act of money laundering a crime; giving investigative agencies the authority to trace, seize and ultimately confiscate criminally derived assets; and building the necessary framework for permitting the agencies involved to exchange information among themselves and with counterparts in other countries.

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

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

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

Section 3 of the Prevention of Money Laundering Act (PMLA) 2002 defines the "Offence of Money Laundering" as:

"Whosoever directly or indirectly attempts to indulge or knowingly assists or knowingly is party or is actually involved in any process or activity connected with the **proceeds of crime** and projecting it as untainted property shall be guilty of the offence of money laundering."

"Proceeds of crime" has been defined in Section 2 of the PMLA as the property derived or obtained directly or indirectly by any person, as a result of criminal activity relating to a scheduled offence or the value of such property.

"Scheduled Offences", as per section 2 of PMLA, are specified in two parts of the schedule to PMLA. The value involved in offences specified in Part B should be Rs.30 lakhs or more.

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

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

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

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

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

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

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

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

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

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

#### What are suspicious transactions?

Rule 2(1)(g) of PMLA-2002 defines suspicious transactions as:

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

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

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

# POLICY/DECLARATION ON AML/CFL



#### **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]

SANKALP SHARE BROKERS PRIVATE LIMITED 14 Netaji Subhas Road, 3rd Floor, Room No -313 Kolkata - 700 001								FORM FOR NOMINATION (To be filled in by individual applying singly or jointly)																											
Date D D M M Y Y							3	Ý.	Y		DP ID	Ι		N					Ι			Client ID	Τ												
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Nomination Details																																			
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Nomination can be made upto three nominees in the account.						e				Detai	ls of 1 <sup>st</sup> N	lomi	ine	ee		Details of 2 <sup>nd</sup> Nominee								Details of 3 <sup>rd</sup> Nominee											
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2	Share each Nomir		of	Equally													%								%									%	
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3	Relationship With the Applicant (If Any)								nt																										
4	Addre	ss o	f N	Nom	inee	(s)																													
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14	Guardian Identif [Please tick any of and provide detai	one of following					
	<ul> <li>Photograph &amp; S</li> <li>PAN</li></ul>	ar Saving Bank oof of Identity					
			Name(s) of ho	lder(s)		Signature(s)	of holder*
Sol	e / First Holder (Mr	./Ms.)					
Se	cond Holder (Mr./N	As.)					
Tł	ird Holder (Mr./Ms	s.)					

\* Signature of witness, along with name and address are required, if the account holder affixes thumb impression, instead of signature

#### Note:

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

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

From :

# To SANKALP SHARE BROKERS (P) LTD.

14, Netaji Subhas Road 3rd Floor, Room No. 313 Kolkata - 700 001

# Ref. : Acknowledgement for the receipt of documents

Dear Sir,

This is to acknowledge and declare that

- □ I/We have received a photocopy of the KYC (full booklet), duly executed with you, to my/our satisfaction including my / our Unique Client Code (Trading Code).
- I/We have (
   Physically 

   Electronically) received, read and understood the Rights

   & Obligations, Risk Disclosure Documents, Guidance Note.
- □ I/We have received, read and understood the Policies and Procedures.
- $\hfill\square$  The email id noted with you (for ECN and other purposes) is correct.

Thanking you,

Yours truly,

1		
S	ignature of the Client	

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



# SANKALP SHARE BROKERS (P) LTD.

Corporate Office : 14, Netaji Subhas Road, 3rd Floor, Room No. 313, Kolkata - 700 001 Phone : 2231-6101 (5 lines), Email : info@sankalpcares.com

Regd. Office : 14, Netaji Subhas Road, 3rd Floor, Room No. 313, Kolkata - 700 001 Phone : 2231-6101 (5 lines), Email : info@sankalpcares.com Website : www.sankalpcares.com, CIN : U67120WB2004PTC100706

Email ID for Investor Complaint : investors@sankalpcares.com