

CLIENT REGISTRATION KIT



SANKALP SHARE BROKERS (P) LTD.

**MEMBERS : NATIONAL STOCK EXCHANGE OF INDIA LTD.
BOMBAY STOCK EXCHANGE LTD.
MCX STOCK EXCHANGE LTD.**

**REGD. OFFICE : 671, MARSHALL HOUSE
33/1, NETAJI SUBHAS ROAD, KOLKATA - 700 001
PHONE : 4005-5102 / 5104, TELEFAX : 2231-6105**



CLIENT NAME : _____

CLIENT CODE : _____

GENERAL INSTRUCTIONS FOR FILLING UP AND COMPLETING THE FORM

- ❖ Each client shall use one Form
- ❖ Fill up the Form legibly preferably in CAPITAL LETTERS.
- ❖ All columns are to be filled up.
- ❖ If the space provided in any column is short, separate sheet may be used
- ❖ Sign in full on every page and wherever space for signature is provided in the Form.
- ❖ Overwriting, corrections, etc require authentication.
- ❖ Originals of supporting documents shall be required for verification.
- ❖ Xerox copy of supporting documents shall be signed in original.

CAUTION ISSUED BY SEBI IN THE INTEREST OF INVESTORS

The following caution is issued by SEBI in the interest of investors :

SEBI has observed a proliferation of websites that offer investment advice to investors. Many of these websites offer investment advice not backed by any reasonable basis and prima facie appear to be misleading. Investors should realize that when they follow such advice they are exposing themselves to undue risk in using unconfirmed information available on such Websites / Blogs / astrology predictions or advice / Newspaper Advertisements / SMSs / E.mails / rumours / advice rendered through television or print media and trading tips on an intra-day basis, short term basis or long term basis. The public in general is advised not to fall prey to or be lured by such sources of information promising quick gains and unrealistic high returns. It is advised that investors should take well informed investment decisions.

The following may be borne in mind :

- ❖ Deal only with / through SEBI registered intermediaries.
- ❖ Do not get carried away by advertisements promising unrealistic gains and windfall profits.
- ❖ Do not invest based on market rumours or unconfirmed or unrealistic news.
- ❖ Be aware that advice through television or print media does not mean that it is the opinion of the channel or publisher.
- ❖ Be extra cautious while using information available from media sources such as Websites / Blogs / Newspaper Advertisements / SMSs / E.mails / rumours / advice through television or print media for information and tips for intra-day, short term or long term investing.
- ❖ Do not be guided by astrological predictions on share prices and market movements.
- ❖ Do not make investment decision on the basis of implicit / explicit promises made by anyone.
- ❖ Do not be unduly influenced by indicative returns.
- ❖ Do not be unduly influenced by Bull Runs / Bear Runs, while making investment decisions.

Exclusive E.mail ID for redressal of Investor Complaints - investors@sankalpcares.com

ABBREVIATIONS

SSBPL	Sankalp Share Brokers (P) Ltd.
SEBI	Securities & Exchange Board of India
NSE	National Stock Exchange of India Ltd.
BSE	Bombay Stock Exchange Ltd.
MCX-SX	MCX Stock Exchange Ltd.
CM	Capital Market Segment
F&O	Futures & Options Market Segment
CD	Currency Derivatives Segment
Broker	Sankalp Share Brokers (P) Ltd.
Stock Broker	Sankalp Share Brokers (P) Ltd.
Trading Member	Sankalp Share Brokers (P) Ltd.
Member	Sankalp Share Brokers (P) Ltd.
Constituent	Client
KYC	Know Your Client Form
MCA	Member Client Agreement
RDD	Risk Disclosure Document
PMLA Act , 2002	Prevention of Money Laundering Act , 2002
PAN	Permanent Account Number
DP	Depository Participant
ROC	Registrar of Companies
HUF	Hindu Undivided Family
MICR	Magnetic Ink Character Recognition
SPAN	Standard Portfolio Analysis of Risk
FDR	Fixed Deposit Receipt issued by Bank
BG	Bank Guarantee issued by Banks
DD	Demand Draft
ECN	Electronic Contract Note
VSAT	Very Small Aperture Terminal
ISDN	Integrated Services Digital Network
VPN	Virtual Private Network

SANKALP SHARE BROKERS (P) LTD.

INDEX	
CONTENTS	Page Nos.
A. MANDATORY DOCUMENTS INDEX	1
1. Client Registration Form A. For Individual B. For Corporates, Firms and Others (Document deals with client details such as Name , Address , Contact Nos., e-mail ID, Financial Details, Bank Details, DP Details etc. of the client in compliance with SEBI & Exchanges.)	2 - 4 5 - 8
2. List of documents to be provided along with KYC Form (For Individual, Corporates, Firms and Others) (Contains an indicative list of documents to be provided by the client at the time of Registration in support of details provided in KYC.)	9
3. Agreement between Trading Member and Client A. For National Stock Exchange of India Ltd. B. For Bombay Stock Exchange Ltd. C. For MCX Stock Exchange Ltd. (The document contains the agreed terms and conditions between member and constituent as prescribed by SEBI & Exchanges.)	10 - 13 14 - 17 18 - 21
4. Combined Risk Disclosure Document (For NSE / BSE / MCX-SX) (This document deals with basic risks involved in trading on the exchanges which the prospective constituent must be aware of before entering into any dealing on Exchanges.)	22 - 25
5. Investors Rights & Obligations (For NSE / BSE / MCX-SX) (Enumerates details about Rights of the investor & his obligations with member/exchanges.)	26 - 27
6. Policies & Procedures (Gives details about various policies & procedures adopted & followed by the member for dealing with clients)	28 - 31
B. DISCLOSURE OF PROPRIETARY TRADING (Disclosure by the member about its dealing in proprietary Accounts in accordance with rules & regulations of SEBI & Exchanges)	32
C. NON-MANDATORY DOCUMENTS - INDEX - RIGHT TO TERMINATE FACILITIES	33
1. Authority Letter for Running Account (The document deals with an option given to client to settle his obligations towards funds and securities on a running basis & settle the same at monthly/quarterly interval at his discretion.)	34
2. Other Operative Clauses (Contains some additional voluntary clauses to be agreed between the prospective client and member which are not in contravention to any of the clauses in mandatory documents and to the rules and regulations, articles, bye-laws, circulars, directives & guidelines of SEBI & exchanges.)	35 - 37

CONTENTS	Page Nos.
3. Electronic Contract Notes (The documents deals with the clauses relating to issue of Electronic Contract Notes.)	38
4. Declaration by client in relation to PMLA, 2002 (The document deals with other additional voluntary information to be provided by the client in relation to prevention of Money Laundering Act, 2002.)	39
D. FORMATS - INDEX	40
List of formats to be used by various constituents	
1. Format of Declaration by Individual	41
2. Format of Declaration by Guardian in case of Minor	42
3. Format of Declaration by Sole Proprietorship Firm	43
4. Format of Authority Letter in favour of Managing Partner in case of Partnership Firm	44
5. Format of Declaration by Partnership Firm for recognition of Demat Account	45
6. Format of Board Resolution in case of Corporates	46
7. Format of Declaration in case of HUF Account	47 - 48
8. Format of Declaration by client holding the Bank Account/ DP Account jointly	49
9. Format of specimen of shareholding pattern for Corporates (Indicative formats to be used by different types of clients to be given at the time of registration.)	50
E. ANTI MONEY LAUNDERING / COMBATING FINANCING OF TERRORISM - LITERATURE (The document gives an overview of what is Money Laundering, its objectives, its effects on economy and society, and local regulations to fight money laundering)	51 - 53
F. IN PERSON VERIFICATION OF CLIENTS (Verification of client done at the time of registration by the employee of member.)	54
G. OTHER INFORMATION (A list of other information provided by the client and used by member for his convenience.)	54
H. BROKERAGE CHARGE SHEET (Contain detailed structure of agreed brokerage to be paid by the client to the member for various segments & Exchanges.)	55

MANDATORY DOCUMENTS

The following documents are mandatory and **must be signed** before the client can be registered :

		Page Nos.
1.	Client Registration Form	
	A. For Individual	2 - 4
	B. For Corporates, Firms and Others	5 - 10
2.	List of documents to be provided along with KYC Form.	11
3.	Agreement between Trading Member and Client	
	A. For National Stock Exchange of India Ltd.	12 - 15
	B. For Bombay Stock Exchange Ltd.	16 - 19
	C. For MCX Stock Exchange Ltd.	20 - 23
4.	Combined Risk Disclosure Document (For NSE / BSE / MCX-SX)	24 - 27
5.	Investors Rights & Obligations (For NSE / BSE / MCX-SX)	28 - 29
6.	Policies & Procedures	30 - 31

Trading Preference - Stock Exchanges on which you wish to trade (if the member is registered for such Exchanges). Please specify the Exchange and Segment on which you wish to trade by ticking (✓) against the same and strike off (✗) the rest. Kindly sign against all.

Exchange	Market Segment	Signature
1. National Stock Exchange of India Ltd.	- CM <input type="checkbox"/> <input checked="" type="checkbox"/>	
	- F&O <input type="checkbox"/> <input checked="" type="checkbox"/>	
	- CD <input type="checkbox"/> <input checked="" type="checkbox"/>	
2. Bombay Stock Exchange Ltd.	- CM <input type="checkbox"/> <input checked="" type="checkbox"/>	
	- F&O <input type="checkbox"/> <input checked="" type="checkbox"/>	
3. MCX Stock Exchange Ltd.	- CD <input type="checkbox"/> <input checked="" type="checkbox"/>	

Details of any action taken by SEBI/Stock Exchange / any other authority for violation of laws/other economic offences during the last 3 years No Yes

Whether convicted any time No Yes

Whether declared bankrupt any time No Yes

Note : If any one of the above is Yes, Kindly provide the details in a separate sheet.

Whether registered with any other Broker-Member (If registered with multiple members, provide details of all):

Yes No

Name of the Broker

Name of Exchange Client Code No.

References - Introduction : Introduced by another constituent / director or employee of Trading member / any other person, please specify :

Name of the Introducer

Address of the Introducer

Passport / Voter ID Card / Driving Licence / PAN of Introducer

Place of Issue Date of Issue Phone No.

Signature

Attach photocopy of Passport, Voter ID Card, Driving Licence or PAN Card of the Introducer.

Name and designation of the employee who interviewed the client :

Name

Designation Place Date

Signature of the employee

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.

Signature

Name : _____

Place : _____

Date : _____

MANDATORY

Trading Preference - Stock Exchanges on which you wish to trade (if the member is registered for such Exchanges):
Please specify the Exchange and Segment on which you wish to trade by ticking (✓) against the same and strike off (✗) the rest. Kindly sign against all.

Exchange	Market Segment	Signature
1. National Stock Exchange of India Ltd.	- CM <input type="checkbox"/> <input checked="" type="checkbox"/>	
	- F&O <input type="checkbox"/> <input checked="" type="checkbox"/>	
	- CD <input type="checkbox"/> <input checked="" type="checkbox"/>	
2. Bombay Stock Exchange Ltd.	- CM <input type="checkbox"/> <input checked="" type="checkbox"/>	
	- F&O <input type="checkbox"/> <input checked="" type="checkbox"/>	
3. MCX Stock Exchange Ltd.	- CD <input type="checkbox"/> <input checked="" type="checkbox"/>	

Whether registered with any other Broker-Member (If registered with multiple members, provide details of all in a separate sheet) :

Yes No

Name of the Broker		
Name of Exchange		Client Code No.

References - Introduction : Introduced by another constituent / director or employee of Trading member / any other person, please specify :

Name of the Introducer	
Address of the Introducer	

Passport / Voter ID Card / Driving Licence / PAN of Introducer	
Place of Issue	Date of Issue
Signature	Phone No.

Attach photocopy of Passport, Voter ID Card, Driving Licence or PAN Card of the Introducer.

Name and designation of the Employee who interviewed the client :

Name	
Designation	
Signature of the employee	

Declaration : I/We hereby declare that the details furnished above are true and correct to the best of my/our knowledge and belief and I/we undertake to inform you of any changes therein immediately. In case any of the above information is found to be false or untrue or misleading or misrepresenting, I am / we are aware that I/we may be held liable for it.

(X) _____
Signature (with Company Seal)

Name : _____

Place : _____

Date : _____

ANNEXURE - 1

DETAIL OF WHOLETIME DIRECTORS / DIRECTORS / PROMOTERS / PARTNERS / KARTA / PERSONS AUTHORISED TO DEAL IN SECURITIES / DERIVATIVES / CURRENCY DERIVATIVES ON BEHALF OF COMPANY / FIRMS / OTHERS

Particulars	1st Signatory	2nd Signatory	3rd Signatory
Name			
Residential Address with Pin Code			
Telephone No.			
Designation			
IT No. (PAN)			
Qualification			
Experience			
Date of Birth			
Sex			
Marital Status			
Equity Stake (%)			
Name of the Bank			
Account No.			
Branch Address			
Photograph of the Signatory			
Signature			
Furnish at least any one with Photograph :			
Passport No.			
Voter ID No.			
Driving Lincence No.			

Note : Please provide details of all Directors / Partners / Trustees

DOCUMENTARY REQUIREMENTS

FOR INDIVIDUALS : Self Attested Copies of the following documents may be obtained after due verification with the originals thereof :

1. Pan Card
2. For proof of address (any one of the following)

<input type="checkbox"/> Passport (Page containing date of expiry to be attached)	<input type="checkbox"/> Voter ID (Both Sides)
<input type="checkbox"/> Driving Licence (Both Sides)	<input type="checkbox"/> Bank Passbook
<input type="checkbox"/> Rent Agreement	<input type="checkbox"/> Phone Bill
<input type="checkbox"/> Flat Maintenance Bill	<input type="checkbox"/> Electricity Bill
<input type="checkbox"/> Insurance Policy	<input type="checkbox"/> Ration Card
3. Passport Size photograph - paste & sign across on Page 2
4. Proof of Bank A/c (Copy of Passbook/Bank Statement containing name of the client - not more than 3 months old)
5. Proof of Bank MICR (one cancelled cheque)
6. Proof of Demat A/C (DP Statement - containing the name of client, client ID, DP ID and DP Name - not be more than 3 months old)
7. Proof of Identity (Additional - any one of the following)

<input type="checkbox"/> Passport (Page containing date of expiry to be attached)	<input type="checkbox"/> Voter ID (Both sides)
<input type="checkbox"/> Driving License (Both sides)	
8. Latest IT Return / Balance Sheet /Salary Slips / Net Worth / Form 16 etc.

FOR NON-INDIVIDUALS : Self Attested Copies of the following documents to be obtained after due verification with the originals thereof :

1. Copies of the balance sheet, P/L Account, Director's report. Auditor's report for the last two financial years, (copies of annual report to be submitted every year)
2. Copy of latest share holding pattern including list of all those holding more than 5% in the share capital of the company, duly certified by the company secretary/wholetime director/MD. (Copy of updated shareholding pattern to be submitted every year)
3. Copies of the Memorandum and Articles of Association in case of a Company/body incorporate / partnership Deed in case of Partnership firm
4. Copy of the resolution of board of directors' approving participation in equity/derivatives/currency derivatives trading and naming authorized persons for dealing in securities as per annexure (6)
5. Photographs of Karta/Partners/Wholetime Directors, all Individual promoters holding 5% or more, either directly or indirectly, in the shareholding of the company and of persons authorized to deal in securities/derivatives/currency derivatives
6. Copy of cancelled cheque/Passbook/Bank Statement containing name of the client.
7. Form 18 (registered office address proof), Form 32 (copy of Acknowledgment Memo) with ROC Receipt
8. Correspondence Address proof
9. Proof of Demat A/c (Compulsory)
10. Proof of Bank A/c (Compulsory)
(The Bank Statement and/or DP Statement should not be more than 3 months old)
11. Copy of PAN of the Company / Partnership Firm / HUF
12. List of Directors on the Letterhead of the company
13. Contact Numbers of the Client
14. Copy of PAN of all Directors & all Authorised Persons, partners, karta
15. Copy of address proof of Directors/Authorised Persons, partners, karta

ADDITIONAL DOCUMENTS	ADDITIONAL DOCUMENTS
<p><u>FOR MINOR</u></p> <ol style="list-style-type: none"> 1. Photocopy of Guardian's PAN Card 2. Guardian's Photograph 3. Letter from guardian as per Annexure 2 All copies should be signed & stamped by Guardian) <p><u>FOR PROPRIETORSHIP FIRM</u></p> <ol style="list-style-type: none"> 1. A Declaration on the letterhead of the firm as per Annexure 3 2. Affix rubber stamp at all places except at the bottom of the declaration in Annexure 3 3. Copy of Trade Licence 	<p><u>For Partnership Firm</u></p> <ol style="list-style-type: none"> 1. Documents mentioned in points 3, 5, 6, 9, 10, 11, 14 and 15 2. Declaration on Letterhead of the Firm as Per Annexure 3. Last two years Balance Sheet & P/L Account <p><u>For HUF</u></p> <ol style="list-style-type: none"> 1. Documents mentioned in points 5, 6, 9, 10, 11, 14 & 15 2. Declaration as per Annexure 7 3. Last two years Balance Sheet & P/L Account or ITR

AGREEMENT BETWEEN TRADING MEMBER & CLIENT

⊗

This agreement is made and executed at KOLKATA this _____ day of _____, 20____, between **M/s.Sankalp Share Brokers (P) Ltd.**, a body corporate, registered / incorporated under the provisions of the Companies Act, 1956, being a member of the National Stock Exchange of India Ltd. (hereinafter called "the Exchange"), and having its registered office at 671, Marshall House, 33/1, Netaji Subhas Road, Kolkata - 700 001 (hereinafter called "the trading member") which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include himself in the capacity of a trading member while trading in the Capital Market/ F&O / Currency Derivatives Segment, his/her heirs, executors, administrators and legal representatives/ the partners for the time being of the said firm, the survivor or survivors of them and their respective heirs, executors, administrators and legal representatives/its successors, as the case may be, of the One Part;

And

Mr./Ms/M/s _____, an individual/a sole proprietary concern/a partnership firm/a body corporate, registered/incorporated, under the provisions of the Indian Partnership Act, 1932/the Companies Act, 1956, having his/her/its residence/ registered office at _____

⊗

(hereinafter called "the client") which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include his/her heirs, executors, administrators and legal representatives/the partners for the time being of the said firm, the survivor or survivors of them and their respective heirs, executors, administrators and legal representatives/its successors, as the case may be, of the Other Part;

Whereas the trading member is registered as the trading member of the Exchange with SEBI registration number INB 231250136 in the Capital Market segment; SEBI registration number INF 231250136 in the F&O Segment and SEBI registration number INE 231250136 in the Currency Derivatives Segment.

Whereas the client is desirous of investing/trading in those securities/ F&O contracts / currency derivatives contracts other instruments admitted to dealings on the Exchange as defined in the Rules, Byelaws and Regulations of the Exchange and circulars issued there under from time to time.

Whereas the client has satisfied itself of the capacity of the trading member to deal in securities and / or F&O contracts / currency derivatives contracts and wishes to execute its orders through the trading member and the client shall from time to time continue to satisfy itself of such capability of the trading member before executing orders through the trading member.

Whereas the trading member has satisfied and shall continuously satisfy itself about the genuineness and financial soundness of the client and investment / trading objectives relevant to the services to be provided; and

Whereas the trading member has taken steps and shall take steps to make the client aware of the precise nature of the trading member's liability for business to be conducted, including any limitations, the liability and the capacity in which the trading member acts.

Whereas the trading member and the client agree to be bound by all the Rules, Byelaws and Regulations of the Exchange and circulars issued there under and Rules and Regulations of SEBI and relevant notifications of Government authorities as may be in force from time to time.

26. The trading member hereby undertakes to maintain the details of the client as mentioned in the client registration form or any other information pertaining to the client in confidence and that it shall not disclose the same to any person / authority except as required under any law / regulatory requirements; Provided however that the trading member may so disclose information about its his client to any person or authority with the express permission of the client.

This agreement can be altered, amended and /or modified by the parties mutually in writing without derogating from the contents of this Agreement.

Provided however, 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 Exchange, such changes shall be deemed to have been incorporated herein in modification of the rights and obligations of the parties mentioned in this agreement.

IN WITNESS THEREOF the parties to the Agreement have caused these presents to be executed as of the day and year first above written.

Signed for and on behalf of

Signed for and on behalf of

Client Name : _____

Trading Member : **SANKALP SHARE BROKERS (P) LTD.**

By : _____

By : _____

Signature : ✓ _____

Signature : _____

Title : _____

Title : _____

Witness1 : _____

Witness1 : _____

Name : _____

Name : _____

Address : _____

Address : _____

Witness2 : _____

Witness 2 : _____

Name : _____

Name : _____

Address : _____

Address : _____

Note : All references to the specific quantity/rate/fee mentioned in this agreement are subject to change from time to time, as so agreed to in writing between the parties.

26. The trading member hereby undertakes to maintain the details of the client as mentioned in the client registration form or any other information pertaining to the client in confidence and that it shall not disclose the same to any person / authority except as required under any law / regulatory requirements; Provided however that the trading member may so disclose information about its his client to any person or authority with the express permission of the client.

This agreement can be altered, amended and /or modified by the parties mutually in writing without derogating from the contents of this Agreement.

Provided however, 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 Exchange, such changes shall be deemed to have been incorporated herein in modification of the rights and obligations of the parties mentioned in this agreement.

IN WITNESS THEREOF the parties to the Agreement have caused these presents to be executed as of the day and year first above written.

Signed for and on behalf of

Client Name : _____

By : _____

Signature : ✓ _____

Title : _____

Witness1 : _____

Name : _____

Address : _____

Witness2 : _____

Name : _____

Address : _____

Signed for and on behalf of

Trading Member : **SANKALP SHARE BROKERS (P) LTD.**

By : _____

Signature : _____

Title : _____

Witness1 : _____

Name : _____

Address : _____

Witness 2 : _____

Name : _____

Address : _____

Note : All references to the specific quantity/rate/fee mentioned in this agreement are subject to change from time to time, as so agreed to in writing between the parties.

MEMBER CONSTITUENT AGREEMENT BETWEEN TRADING MEMBER AND CLIENT

This agreement is made and executed at KOLKATA this _____ day of _____, 20_____, between **M/s.Sankalp Share Brokers (P) Ltd.**, a body corporate, registered / incorporated under the provisions of the the Companies Act, 1956, being a member of the MCX Stock Exchange Ltd. (hereinafter called "the Exchange"), and having its registered office at 671, Marshall House, 33/1, Netaji Subhas Road, Kolkata - 700 001 (hereinafter called "the trading member") which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include himself in the capacity of a trading member while trading in the Currency Derivatives Segment, his/her heirs, executors, administrators and legal representatives/the partners for the time being of the said firm, the survivor or survivors of them and their respective heirs, executors, administrators and legal representatives/its successors, as the case may be, of the One Part;

ⓧ

And

Mr./Ms/M/s _____, an individual / a sole proprietary concern/ a partnership firm/a body corporate, registered / incorporated, under the provisions of the Indian Partnership Act, 1932 / the Companies Act, 1956, having his / her / its residence / registered office at

ⓧ

_____ (hereinafter called "the client") which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include his/her heirs, executors, administrators and legal representatives/the partners for the time being of the said firm, the survivor or survivors of them and their respective heirs, executors, administrators and legal representatives/its successors, as the case may be, of the Other Part.

Whereas the trading member is registered as the trading member of the Exchange with SEBI registration number INE 261250136 in the Currency Derivatives Segment.

- A. Whereas the client is desirous of investing / trading in those securities / contracts / other instruments admitted to dealings on the Exchange as defined in the Rules, Byelaws and Regulations of the Exchange and circulars issued there under from time to time.
- B. Whereas the client has satisfied itself of the capacity of the trading member to deal in securities and / or deal in equity / currency derivatives contracts and wishes to execute its orders through the trading member and the client shall from time to time continue to satisfy itself of such capability of the trading member before executing orders through the trading member.
- C. Whereas the trading member has satisfied and shall continuously satisfy itself about the genuineness and financial soundness of the client and investment / trading objectives relevant to the services to be provided; and
- D. Whereas the trading member has taken steps and shall take steps to make the client aware of the precise nature of the trading member's liability for business to be conducted, including any limitations, the liability and the capacity in which the trading member acts.
- E. Whereas the trading member and the client agree to be bound by all the Rules, Byelaws and Regulations of the Exchange and circulars issued there under and Rules and Regulations of SEBI and relevant notifications of Government authorities as may be in force from time to time.

24. The trading member hereby undertakes to maintain the details of the client as mentioned in the client registration form or any other information pertaining to the client in confidence and that it shall not disclose the same to any person / authority except as required under any law / regulatory requirements; Provided however that the trading member may so disclose information about its his client to any person or authority with the express permission of the client.

This agreement can be altered, amended and / or modified by the parties mutually in writing without derogating from the contents of this Agreement.

Provided however, if the rights and obligations of the parties here to are altered by virtue of change in Rules and regulations of SEBI or Bye-laws, Rules and Regulations of the Exchange, such changes shall be deemed to have been incorporated herein in modification of the rights and obligations of the parties mentioned in this agreement.

IN WITNESS THEREOF the parties to the Agreement have caused these presents to be executed as of the day and year first above written.

Signed for and on behalf of

Signed for and on behalf of

Client Name : _____

Trading Member : **SANKALP SHARE BROKERS (P) LTD.**

By : _____

By : _____

Signature : ✓ _____

Signature : _____

Title : _____

Title : _____

Witness1 : _____

Witness1 : _____

Name : _____

Name : _____

Address : _____

Address : _____

Witness2 : _____

Witness 2 : _____

Name : _____

Name : _____

Address : _____

Address : _____

Note : All references to the specific quantity/rate/fee mentioned in this agreement are subject to change from time to time, as so agreed to in writing between the parties.

/ currency 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 / F&O contracts / currency derivatives contracts purchased or sold. There may be a risk of lower liquidity in some securities / F&O contracts / currency derivatives contracts as compared to active securities / F&O contracts / currency 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 / F&O contracts / currency derivatives contracts as part of a day trading strategy may also result into losses, because in such a situation, securities / F&O contracts / currency 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 / F&O contract / currency 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 / F&O contract / currency 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 / F&O contracts / currency 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 / F&O contract / currency 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 / F&O contract / currency derivatives contract, and such order gets activated if and when the security / F&O contract / currency 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 / F&O contract / currency 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 / F&O contract / currency 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 / F&O contract / currency 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 Rumours : Rumours 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 rumours.

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 / F&O contract / currency derivatives contract due to any action on account of unusual trading activity or security / F&O contract / currency derivatives contract hitting circuit filters or for any other reason.

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 Exchange 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. GENERAL

- 3.1 Commission and other charges :** Before you begin to trade, you should obtain a clear explanation of all commission, fees and other charges for which you will be liable. These charges will affect your net profit (if any) or increase your loss.
- 3.2 Deposited cash and property :** You should familiarise yourself with the protections accorded to the money or other property you deposit particularly in the event of a firm insolvency or bankruptcy. The extent to which you may recover your money or property may be governed by specific legislation or local rules. In some jurisdictions, property which has been specifically identifiable as your own will be pro-rated in the same manner as cash for purposes of distribution in the event of a shortfall. In case of any dispute with the member, the same shall be subject to arbitration as per the byelaws/regulations of the Exchange.
- 3.3** For rights and obligations of the clients, please refer to Annexure-1 enclosed with this document.
- 3.4** The term 'constituent' shall mean and include a client, a customer or an investor, who deals with a member for the purpose of acquiring and/or selling of securities/ F&O contracts/ currency derivatives contracts through the mechanism provided by NSE/BSE/MCX-SX.
- 3.5** The term 'member' shall mean and include a trading member, a broker or a stock broker, who has been admitted as such by NSE/BSE/MCX-SX and who holds a registration certificate from SEBI.

I hereby acknowledge that I have received and understood this risk disclosure statement and Annexure-1 containing my rights and obligations.

⊗

(If Partner, Corporate, or other Signatory, then attest with company seal)

Date:

- 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.

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 has 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 warranty of the client is incorrect or untrue in any material respect.

I /We have fully understood the above mentioned Policies and procedures adopted by the broker and sign 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.

Signature ⊗_____



SANKALP SHARE BROKERS (P) LTD.

REGD. OFFICE : 671, MARSHALL HOUSE
33/1, NETAJI SUBHAS ROAD, KOLKATA - 700 001
PHONE : 4005-5102 / 5104, TELEFAX : 2231-6105

SEBI REGN. NO. - NSE - INB/INF/INE 231250136
- BSE - INB 011250132 & INF 011282730
- MCX-SX- INE 261250136

Date : _____

To

Sub : Disclosure of Proprietary Account Trading

Dear Sir / Madam,

In Pursuance of SEBI Circular No. SEBI/MRD/SE/CIR-42/2003 dated 19th November, 2003, NSE Circular No. NSE/INVG/PRE/2003/16 dated 25th November, 2003, BSE Notice No. 20031125-7 dated 25th November, 2003 & MCX-SX Circulars & guidelines issued with a view to increase transparency in the dealings between trading members and their clients, we hereby bring to the knowledge of our clientele that Sankalp Share Brokers (P) Ltd. is engaged in client based business as well as proprietary dealings on Capital Market Segment, F&O segment and Currency Derivatives Segment of National Stock Exchange of India Limited, Capital Market Segment & F&O Market Segment of Bombay Stock Exchange Ltd. & Currency Derivatives Segment of MCX Stock Exchange Ltd.

You are requested to take note of the above and sign a copy hereof in token of its receipt.

Thanking you,

Yours faithfully,

SANKALP SHARE BROKERS (P) LTD.

✓ _____
(Client Signature)

SANKALP SHARE BROKERS (P) LTD.

671, Marshall House
33/1, Netaji Subhas Road
Kolkata - 700 001

Dear Client,

**Ref : Non-mandatory documents in addition to mandatory documents under
Uniform Documentary requirements for trading**

We wish to inform you that other operative clauses from clause no 1 to 22 are voluntary. Further note, other additional documents & Net Trading Agreement for NSE/BSE are voluntary and marked as **(Non-mandatory)** in the kit and have been introduced by us for the operational conveniences and to ensure smooth functioning of trading, apart from adding more transparency to Member-Client relationship. You have an option to reject or refuse to execute any of the additional documents or strike out any of the additional clauses in the Kit. Kindly take a note of the above while executing Member-Client agreement and other additional documents. We strongly recommend careful reading of the agreements and documents given in the kit before execution to avoid any kind of misunderstanding.

Further, we state that no documents shall give any exclusive right or control to the trading member or third party over the DP account or ledger account or Bank account of the client except to the extent of and restricted to the client's obligation to the trading member in respect of the transactions done or to be done by the trading member on behalf of the client on the exchange.

You have a right to terminate any special facility/arrangement, initially undertaken, any time by giving a 72 hours notice in writing.

Thanking you and assuring you of our best services at all times.

Yours truly,

SANKALP SHARE BROKERS (P) LTD.

NON MANDATORY DOCUMENTS		
		Page Nos.
1.	Authority Letter for Running Account	34
2.	Other Operative Clauses	35 - 37
3.	Electronic Contract Notes	38
4.	Declaration by Client in relation to the PMLA, 2002	39

AUTHORITY LETTER FOR RUNNING ACCOUNT OF FUNDS AND SECURITIES

Date : _____

To

SANKALP SHARE BROKERS (P) LTD.

671, Marshall House
33/1, Netaji Subhas Road
Kolkata - 700 001

Dear Sir,

1. With reference to my/our trading account opened with you, I/we request you to maintain a running account for funds and securities on my/our behalf without settling the account on settlement of each transaction. I/We further request you to retain all amounts and securities receivable by me/us until specifically requested by me/us to be settled within one working day of request, if the same is lying with Sankalp Share Brokers (P) Ltd. & within 3 working days from the request if the same is lying with clearing member / clearing corporation.
2. I/we understand and agree that no interest will be payable to me/us on the funds or securities so retained with you.
3. I/we may be trading in derivatives segment & cash segment of various Exchanges and hence have various accounts with you. In this regard I/we hereby authorize Sankalp Share Brokers (P) Ltd. to act at its discretion of adjusting any credit balance under my/ our various accounts against the debit in any account across segments/Exchange, without taking any further instruction from me/us.
4. I/we also confirm that the securities lying in my withhold A/c should be considered as margin deposit / collateral.
5. I/we authorize you to set off a part or whole of the margin deposited by me/us against any of my / our dues, by appropriating relevant amount of fund or by sale of securities which form part of margin.
6. I/we hereby authorize you to pledge my / our securities deposited as margin or withheld by you as permitted in the running account and to deposit my / our funds deposited as margin to Exchanges / Clearing Corporations towards margin.
7. I/we agree that this authority letter shall be renewed at least once a year and shall be dated.
8. I/we may revoke the authorisation at any time by giving a written notice.
9. I/we also agree that the actual settlement of fund and securities shall be done by us, at least once in a calendar quarter or month and the statement of account for the same will be provided to me by Sankalp Share Brokers (P) Ltd. Such periodic settlement of running a/c may not be necessary (a) for clients availing margin trading facility as per SEBI Circular, and (b) for funds received from clients towards collaterals / margin in form of BG / FD receipts.
10. I/we agree that fund given towards collaterals/margins in form of bank guarantee (BG) / Fixed Deposit Receipts (FDR) may not be periodically settled.
11. I/we agree that (a) in respect of derivatives market transactions, the Trading Member may retain the requisite securities / funds on settlement date to take care of any margin obligation arising in next 5 days, calculated in the manner specified by the Exchange, (b) in respect of cash market transactions, the Trading Member may retain entire pay-in obligation of funds & securities due from me/us as on the date of settlement.
12. I/we agree/understand that there shall be no inter-client adjustment for the purpose of settlement of the running account.
13. 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 7 working days from the date of receipt of funds/securities or statement as the case may be.
14. For the clients having outstanding obligations on the settlement date, the Stock Broker may retain the requisite securities / funds towards such obligation and may also retain the fund expected to be required to meet margin obligation for next 5 trading days, calculated in the manner specified by the Exchanges.

PREFERENCE OF CLIENT FOR SETTLEMENT OF RUNNING ACCOUNT (FUNDS & SECURITIES)

Settlement Preferences	<input type="checkbox"/> Monthly	<input type="checkbox"/> Quarterly
------------------------	----------------------------------	------------------------------------

Thanking you,

Yours truly,

⊗ _____

Signature of the Client

VOLUNTARY

Other Operative Clauses: (Voluntary)

In this below mentioned document unless the context specifies otherwise, reference to the singular includes a reference to the plural and vice versa and reference to any gender includes a reference to all other genders.

1. Not to act as sub broker / authorized person :

The Client hereby undertakes not to act as sub-broker/authorized person and all the transactions executed by the client are on his behalf only. Further client undertakes not to act as a sub-broker/authorized person without prior written permission / approval of the member / exchange / without obtaining certificate of registration from Securities and Exchange Board of India (SEBI).

2. Execution of Orders , collection of documents & Authorization to record conversation :

The Client hereby agrees that all orders given by him or his Authorized Representative to the Broker over telephone, fax, e-mail, or any other mode of communication shall be executed in good faith and shall be valid for the day until revised/cancelled or as per his instructions. The client hereby authorizes the broker to accept his representatives' verbal instruction for order execution / modification / cancellation. Further, the client also authorizes the broker to give his documents etc. to his authorized person, information about the same may have been given by the client to the broker verbally. The CLIENT agrees and hereby authorizes the Broker at its sole discretion and without any prior notice to him to record any conversation between Client and Broker. Such Electronic recording may relied upon by the Broker as and when required to resolve disputes if any.

3. Updation of Client Details & Other Information's :

The CLIENT agrees to immediately notify the Broker in writing if there is any change in the information provided by the CLIENT to the Broker at the time of opening of the account or at any other times. The CLIENT agrees to provide and continue to provide all details, documents about itself as may be required by the Broker including, but not restricted to the PAN and confirm that all such details /documents provided to the Broker is true and correct. Unless the CLIENT informs the Broker of the change of address for communication in writing, all notices, circulars, communication or mail sent to the existing address shall be deemed to have been received by the CLIENT. The Client further confirms that any changes in his email-id shall be communicated to Sankalp Share Brokers (P) Ltd. through a written letter. The CLIENT also agrees to immediately furnish information to the Stock broker in writing if any winding up petition or insolvency petition order has been filed or passed against him or any garnishee order has been served upon him or in respect of his obligations by a bank, or if any litigation has been filed against him or if any order, decree or award is passed against him.

4. Refusal of order & Indemnification by the client for certain types of transactions & furnishing of additional documents as and when required :

The CLIENT agrees that placing an order with a Broker does not guarantee execution of the order regardless of the confirmation by the Broker of the receipt of the order. The Broker shall not be liable for any losses, damage or claims on account of non-execution of any order placed. The Broker may refuse to accept or reject or cancel any order that may be placed by the CLIENT for any breach of the margin requirements as stipulated from time to time and where such circumstances appear to justify such action or on reasonable grounds. Where such refusal is made, the same may be communicated to the client and the trading member shall also furnish the reason for such refusal on a request being made by the client. Further the Client agrees that he will keep the Broker fully indemnified for any losses arising from execution of incorrect/ ambiguous/ fraudulent instructions given by the client and/or its authorized representative and/or for any illegal trades, like Circular Trading, Insider trading etc. The CLIENT is also responsible for all costs associated with compliance or failure to comply with all the regulatory requirements on above mentioned cases and hereby agrees to fully indemnify the Broker from any costs, losses claims or other liability arising on account of such orders. Further the Client agrees to provide / furnish any documents required under any law of the land as and when required.

5. General Right of Lien & Indemnification by the client to broker for any claim & losses :

The Client hereby authorizes the broker to pledge/deposit his securities and funds given to the broker as margin, to Exchanges/Clearing Corporations/Clearing Members towards liability of the broker to exchanges in meeting his margin obligations. The Client hereby agrees that all monies, securities, or other property, which the Broker may hold on his account shall be held subject to a general lien for the discharge of the CLIENT'S obligations to the Broker, under Client-Member agreement signed between them. In enforcing the lien the Broker shall have the sole discretion of determining the securities that are to be liquidated. Investment in securities carries risk and notwithstanding any recommendation made by the Broker the CLIENT will take buy/sell decisions at its sole discretion after evaluating such risks and shall not hold the Broker or any of its Directors, employees or representatives liable for any loss arising from such purchases/ sales. The CLIENT will indemnify the Broker from any claim or losses arising from transaction in securities held jointly by the CLIENT with any other person or persons. Further the CLIENT shall indemnify and keep indemnified the Broker harmless from and against all claims, demands, actions, proceedings, loss, damages, liabilities, changes and/or expenses that are occasioned or may be occasioned to the Broker directly or indirectly, as a result of bad delivery of shares/securities and/or as a result of fake/forged/ stolen shares/ securities/ transfer documents that are introduced or that may be introduced by or through the CLIENT during the course of its dealings/operations on the Exchange.

6. System Risk :

Trading on exchanges is in Electronic Mode based on VSAT leased line, ISDN, Modem and VPN, combination of technologies and computer systems to place and route orders. The Client understand that 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 the control of you and may result in delay in processing or not processing buy or sell orders either in part or in full, client agree that he shall be fully liable and responsible for any such problem/glitch. The Broker cannot warrant that the Trading System of the Exchange of which the Broker puts in an Order on behalf of the CLIENT will be error-free. The Broker is providing this service on an "as is" and "as available" basis without warranties of any kind, either express or implied and the Broker shall not be held responsible for any breakdown or slowdown of the Trading System or any link failure either due to the fault of the systems of the Member or of the Exchange or otherwise, or due to suspension of trading at the Exchange and/or at the Broker office caused by any natural or man-made calamities, strike, equipment failure, communication line failure, system failure or shut down of the system for any reason, and any losses actual or notional, arising out of such an eventuality due to late/ non communication of the CLIENTS' order to the Stock broker and/or late/non-execution of CLIENTS' order, will entirely belong to the CLIENT. The CLIENT further acknowledges and accepts that it will accept the price at which the order was actually executed in the market place, which may be different from the price at which the security was traded when the order was entered into the Brokers system, except with 'Limit Orders'.

7. Authority to Liquidate positions :

The Client hereby agrees that if he fail to make payment of consideration to broker in respect of any one or more securities purchased by him before the pay-in date notified by the Exchange from time to time, broker shall be at liberty to sell the securities received in pay-out, in proportion to the amount not received, after taking into account any amount lying to his credit, by selling equivalent securities at any time on the Exchange. The Client agrees that the losses, if any, on account of the sale shall be to his account. The Client further agrees that in Futures & Options Segment of the exchanges and Currency Derivatives Segment of the exchanges , if his margin deposit (i.e. net of margin given and ledger balance in trading account) for his outstanding position in Futures & Options Segment of the exchanges and Currency Derivatives Segment of the exchanges at any given point of time, falls below his margin obligation to the Exchange, (i.e. sum of SPAN Margin, Exposure Margin & Additional Margin, if any) the broker would be at liberty to square off the outstanding positions in part or full without reverting back to the client. Further, the profit/loss arising out of the above shall be credited / debited to his account.

8. Non- issuance of Trade Confirmation Slips, Settlement between depository and trading a/c & Imposition of demat charges :

The Client agrees that since broker is issuing contract notes bearing order no, order time, trade no & trade time on a daily basis, hence there is no requirement to issue any order/trade confirmation slips. Further, the client hereby authorizes the broker to adjust any debit balance of his depository account with his trading ledger account. Further the Client agrees that broker will take charges for delivery made by them on his behalf as Demat Charges which can be debited to his ledger account.

9. Authorization to issue Electronic Contract Notes (ECN) & other documents on email-id :

The Client hereby authorizes the broker to issue him an Electronic contract notes (ECN) on email-id as provided by the Client in the Know Your Client Form (KYC) & also confirms that the same email-id is created by him only. The Client further agrees and consents to accept the Daily Client Margin Statement / Quarterly Statement of funds, securities & other documents etc. for transactions carried on by him on the E-mail address provided by him in the KYC form. The Client further agrees that he will not hold the broker responsible under any circumstances in the event of an e-mail which the broker send gets bounced due to any reason such as mail box being full, inactive account or due to any technical reason and completely rely on the log reports of brokers dispatching software as a conclusive proof of delivery of e-mail to him and he will not dispute the same. Further request for any changes in E-mail Id will be communicated by the client to the broker in writing only.

I have fully understood the above mentioned (Point No. 1 to 9) Operational Clauses which are (✓) voluntary in nature & hereby gives our consent for accepting the same by putting a tick mark in the box provided hereunder against the Point no. as a token of our acceptance for the same and putting a cross mark (X) against the Point no. as a token of our non acceptance.

- Point No. 1
- Point No. 2
- Point No. 3
- Point No. 4
- Point No. 5
- Point No. 6
- Point No. 7
- Point No. 8
- Point No. 9

✓ _____

Client Signature (with rubber stamp)

(If Partner Corporate, or other Signatory, then attest with company seal)

Place :

Date :

Dated : _____

SANKALP SHARE BROKERS (P) LTD.

671, Marshall House
33/1, Netaji Subhas Road
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) _____	⊗ _____
(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.

We are herewith sending this acceptance letter duly signed. 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.

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 : _____

Industry : _____

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)

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 (Rs.)

(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.

Client Signature

Client's Name

Details of the employee of SANKALP SHARE BROKERS (P) LTD., who personally met the client :

Name : _____ Designation : _____ Employee Code (if any) : _____

Remarks : _____

FORMATS

FORMATS		
List of formats to be used by various constituents :		Page Nos.
1.	Format of Declaration by Individual	41
2.	Format of Declaration by Guardian in case of Minor	42
3.	Format of Declaration by Sole Proprietorship Firm	43
4.	Format of Authority Letter in favour of Managing Partner in case of Partnership Firm	44
5.	Format of Declaration by Partnership Firm for recognition of Demat Account	45
6.	Format of Board Resolution in case of Corporates	46
7.	Format of Declaration in case of HUF Account	47 - 48
8.	Format of Declaration by client holding the Bank Account/ DP Account jointly	49
9.	Format of specimen of shareholding pattern for Corporates	50

**ANNEXURE - 1
DECLARATION BY INDIVIDUAL**

Date : _____

TO
SANKALP SHARE BROKERS (P) LTD.
671, Marshall House
33/1, Netaji Subhas Road
Kolkata - 700 001

Dear Sir ,

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

The Cheques / DDs may be issued by me from my individual account or my Sole Proprietorship firm
M/s _____. The amount so given shall be solely /
exclusively for credit to my own trading account with Sankalp Share Brokers (P) Ltd. and M/s
_____ shall not lay any claim whatsoever in future against
Sankalp Share Brokers (P) Ltd. for affording credit of such cheques / DDs issued.

Thanking you ,

Yours faithfully ,

✓ _____
(Signature & Name of the Client)

ANNEXURE - 2
TO BE GIVEN BY GUARDIAN
(in case of Account opening for minor)

Dated : _____

To
SANKALP SHARE BROKERS (P) LTD.
671, Marshall House
33/1, Netaji Subhas Road
Kolkata - 700 001

Ref : Trading Account No. : _____

Dear Sir,

This is with reference to the above account opened in the name of Minor _____
U/G of Mr./Ms. _____ with you for the purpose of dealing in securities on the
stock exchange(s).

With reference to the aforementioned trading account, you are requested to kindly accept / issue / receipt of payments
relating to funds / transfer of securities to / from the account of the said minor _____
_____ as per the details given below for all future dealings in the trading account :

BANK DETAILS :	DP DETAILS :
Bank Account No.	Client ID No.
Bank Name	DP ID No.
Branch	DP Name

I shall be held personally responsible for all the debit and credit transactions dealt in the above account. Kindly do the
needful.

Thanking You,

Yours truly,

⊗ _____

Signature

Name of the Constituent / Guardian :

ANNEXURE - 3

DECLARATION BY FIRM (SOLE PROPRIETORSHIP) ON THE LETTER HEAD OF THE FIRM

Dated : _____

To,
SANKALP SHARE BROKERS (P) LTD.
671, Marshall House
33/1, Netaji Subhas Road
Kolkata - 700 001

Dear Sir,

I refer to the trading account to be opened with you in the name of _____
and declare and authorise you as under.

I recognise that a beneficiary account cannot be opened with a depository participant in the name of a sole proprietorship firm as per Regulations. To facilitate the operation of the above trading account with you and for the purpose of the completing the share transfer obligations pursuant to the trading operation, I authorise you to recognise the beneficiary account No. _____ with depository _____ opened in the name of the undersigned who is the sole proprietor of the firm.

I agree that the obligation for shares purchased and / or sold by the firm will be handled and completed through transfers to / from the above mentioned account. I recognise 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.

⊗ _____
Signature (Please sign **with stamp** of the firm)

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

Yours truly,

⊗ _____
Signature (Please sign **without stamp** of the firm)

ANNEXURE - 4
AUTHORITY LETTER IN FAVOUR OF MANAGING PARTNER/(S)
(To be obtained on Pre-Printed Letter Head of the Firm)

Dated : _____

To,
SANKALP SHARE BROKERS (P) LTD.
671, Marshall House
33/1, Netaji Subhas Road
Kolkata - 700 001

Dear Sir,

We the partners of M/s. _____ a partnership firm, having its office at _____ (office address) City _____ State _____ hereby authorize Mr./Ms. _____ and Mr./Ms. _____ to open a securities trading account in Capital Market Segment, F&O Segment and/or Currency Derivatives Segment on behalf of the firm M/s. _____ with the Trading Member SANKALP SHARES BROKERS (P) LTD. for sale and purchase of shares/debentures/derivatives instruments in Capital Market Segment, F&O Segment and/or Currency Derivatives Segment. He / She / They is/are authorized on behalf of the firm to deal in equities, derivatives, debentures and the said Trading Member is hereby authorized to honor all instructions oral or written, given on behalf of the firm by him / her / them.

Mr./Ms. _____ and Mr./Ms. _____ is/are authorized to sell, purchase, transfer, endorse, negotiate documents and or/otherwise deal through SANKALP SHARES BROKERS (P) LTD. on behalf of the firm M/s. _____. He / She / They is /are also authorized to sign, execute and submit such applications, undertakings, agreements and other requisite documents, writings and deeds as may be deemed necessary or expedient to open account and give effect to this purpose.

However, any partner/authorized signatory(ies) can issue cheques from bank account(s) in favour of SANKALP SHARES BROKERS (P) LTD. for credit to Share Trading Account of the firm with SANKALP SHARES BROKERS (P) LTD., even though his/ their signatures may not be available on the records of SANKALP SHARES BROKERS (P) LTD. These cheques may either be from the account of partnership firm or from individual account, the said amount so given shall be solely/ exclusively for the account of the account of the firm maintained with SANKALP SHARES BROKERS (P) LTD.

✓ _____
Signature

✓ _____
Signature

✓ _____
Signature

Note : Please affix rubber stamp of the firm for each signature

ANNEXURE - 5
DECLARATION TO BE GIVEN BY PARTNERSHIP ON LETTER HEAD OF THE FIRM

Dated : _____

To,
SANKALP SHARE BROKERS (P) LTD.
671, Marshall House
33/1, Netaji Subhas Road
Kolkata - 700 001

Dear Sir,

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

We recognize that a beneficiary account can not 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 authorise you to recognize the beneficiary account No. _____ with depository _____
_____ opened as a joint account in the names of the partners of the firm.

We agree that the obligations for shares purchased and/or sold by the firm will be handled and completed through transfers to/from the above-mentioned account. We recognise 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.

⊗ _____
Signature

⊗ _____
Signature

⊗ _____
Signature

Instruction : Should be signed by all the partners of the firm.

ANNEXURE - 6
FORMAT OF BOARD RESOLUTION IN CASE OF CORPORATES

CERTIFIED TRUE COPY OF THE RESOLUTION PASSED AT THE MEETING OF THE BOARD OF DIRECTORS OF _____ Ltd. AND HAVING ITS REGISTERED OFFICE AT _____ HELD ON _____ DAY OF _____ 200 AT _____ A.M./P.M

RESOLVED THAT the Company be registered as Client with Sankalp Share Brokers (P) Ltd., Member of The National Stock Exchange of India Ltd. (NSE), Bombay Stock Exchange Ltd. (BSE) and MCX Stock Exchange Ltd. (MCX-SX) for the purpose of dealing in Capital Market Segment, Futures and Options Segment, Currency Derivatives Segment or any other segment and the said Member be and is hereby authorised to honour instruction oral or written, given on behalf of the Company by any of the under noted authorised signatories :-

<u>Sl. No.</u>	<u>Name</u>	<u>Designation</u>
1.	_____	_____
2.	_____	_____
3.	_____	_____

who are authorised to sell, purchase, transfer, endorse, negotiate and/or otherwise deal with/through deal through Sankalp Share Brokers (P) Ltd. on behalf of the Company.

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

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

For _____ Ltd.

Chairman/Company Seceretary

Specimen Signatures of the Authorised Persons

<u>Sl. No.</u>	<u>Name</u>	<u>Specimen Signatures</u>
1.	_____	⊗ _____
2.	_____	⊗ _____
3.	_____	⊗ _____

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

ANNEXURE - 7
DECLARATION OF JOINT FAMILY (HUF)

To,
SANKALP SHARE BROKERS (P) LTD.
671, Marshall House
33/1, Netaji Subhas Road
Kolkata - 700 001

A/c No. _____

1. WHEREAS the Hindu Undivided Family of _____ (hereinafter referred to as the said "joint family") carrying on business in the firm name and style of _____ at _____ or elsewhere (hereinafter referred to as "the said H.U.F. firm") have or desire to have Share Trading A/c with **SANKALP SHARE BROKERS (P) LTD.** (hereinafter referred to as "Member") we, the undersigned, hereby declare :
 - (a) that we are the present adult co-parceners of the said joint family;
 - (b) that Shri _____ is the present Karta or Manager of the said Joint Family;
 - (c) that we are entitled to trade in shares and open Share Trading Account of the said Joint Family;
 - (d) that each one of us has full and unrestricted authority to act on behalf of, and bind, the said H.U.F. Firm and all the present as well as future members, both adults and minors, of the said joint family, howsoever constituted from time to time.
2. We confirm that the affairs of the said joint family and the busines of the said H.U.F firm are carried on mainly by the Karta/Manager, the said Shri _____ on behalf and in the interest and for the benefit of all the co-parceners of the said joint family. We hereby authorise the Karta/Manager Shri _____ on behalf of the H.U.F to deal on Capital Market Segment, F&O Segment, Currency Derivatives Segment or any other Segment that may be introduced by NSE in future and the said Trading Member is hereby authorised to honour all instructions oral or written, given by him on behalf of the H.U.F. Shri _____ is authorised to sell, purchase, transfer, endorse, negotiate documents and/or other wise deal through **SANKALP SHARE BROKERS (P) LTD.** on behalf of the H.U.F. _____. He is also authorised to sign, execute and submit such applications, undertakings, agreements and other requisite documents, writings and deeds as may be deemed necessary or expedient to open account and give effect to this purpose. We are however jointly and severally responsible for all liabilities of the said H.U.F firm to the Member and agree and confirm that any claim due to Member from the said H.U.F firm shall be recoverable from the assets of any one or all of us and also from the estate of the said joint family including the interest there on of every co-parcener of the said joint family, including the share of the minor co-parceners, if any.
3. We undertake to advice the Member in writing of any change that may occur in the Kartaship/Managership or in the constitution of the said joint family or of the said H.U.F. firm and until receipt of such notice by the Member, the member will be entitled to regard each of us as a member of the said joint family and as a partner of the said H.U.F. firm and all acts, dealings and transactions purporting to have been done on behalf of the said joint family or of the said H.U.F. firm before the Member shall have received notice in the manner aforesaid, shall be binding on the said joint family and the said H.U.F. firm and on our respective estate. We shall, however, continue to be liable jointly and severally to the Member for all dues and obligations of the said H.U.F. firm in the Member's book on the date of the receipt of such notice by the Member and until all such dues and obligations shall have been liquidated and discharged.

4. We recognize that a beneficiary account can be opened with Depository Participant only in the name of Karta as per regulations. To facilitate the operation of the above share trading account with you and for the purpose of completing the share transfer obligations pursuant to the trading operations, we authorise you to recognize the beneficiary account no. _____ with Depository _____ opened in name of Shri _____ who is the Karta/Manager of this H.U.F.
5. I agree that obligations for share purchase and/or sale by the H.U.F. will be handled and completed through transfers to/from the above mentioned account. I recognize and accept transfers made by you to the beneficiary account as completion of obligations by you in respect of trades executed in the above trading account of the H.U.F.
6. The names and dates of birth of the present minor co-parceners of the said joint family are given below. We undertake to inform you in writing as and when each of the said members attains the age of majority and is authorized to act on behalf of, and bind the said H.U.F. Firm.

<u>Name of the minor</u>	<u>Father's Name</u>	<u>Date of Birth</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

7. We have received and read a copy of the Member's rules and regulations for the conduct of Share Trading Accounts and we agree to comply with and be bound by the said rules now in force or any changes that may be made therein from time to time.

Yours faithfully,

⊗ _____ ⊗ _____ ⊗ _____ ⊗ _____

Name : _____

(Full personal signature of Karta and all major co-parceners)

ANNEXURE - 8

TO BE ISSUED BY CLIENT HOLDING THE BANK/DP ACCOUNT JOINTLY AS A SECOND HOLDER

From : (Joint Holder of Client)

To whom so ever it may concern

I, _____, son/daughter/wife of _____
residing at _____

do hereby declare that I have a current/savings bank account number _____ with
_____ bank, _____ branch, Kolkata jointly with
Mr./Ms. _____ (Client/1st holder) and the Depository Account with NSDL/CDSL, jointly
with Mr./Ms. _____.

I do hereby irrevocably and unconditionally authorise Mr. _____ to deal with the
above bank and/or depository account(s) in executing, issuing, depositing the cheques, shares and money and to do all
other acts and deeds that may be necessary for the purpose of carrying out the transactions for the client account opened
in the individual name of Mr./Ms. _____ with Sankalp Share Brokers
(P) Ltd., whose registered office is situated at 671, Marshall House, 33/1, Netaji Subhas Road, Kolkata - 700 001 and that
I further declare that I would not have any claim from Sankalp Share Brokers (P) Ltd. for any amount on account of loss,
misappropriation, if any, for such execution and undertake to indemnify Sankalp Share Brokers (P) Ltd. for any claims and
losses that may arise out of such execution.

✓ _____

(NAME & SIGNATURE OF JOINT HOLDER OF CLIENT)

Place : _____

Date : _____

ANNEXURE - 9

SPECIMEN FOR SHAREHOLDING PATTERN TO BE SUBMITTED BY THE APPLICANT COMPANY ON ITS LETTERHEAD DULY CERTIFIED BY A CHARTERED ACCOUNTANT AS TRUE & CORRECT & SIGNED BY THE DESIGNATED DIRECTORS OF THE COMPANY

Shareholding pattern as on :

Category / Name of Shareholders (1)	Number of Equity Shares (Pl. specify any other class of Shares) (2)	% of (Col. 2) (3)	Paid up Capital in Rs. (4)
INDIVIDUAL			
RESIDENT INDIAN 1. 2. 3. 4. 5.			
NRI'S 1. 2. 3. 4. 5.			
NON-INDIVIDUAL(*)			
COS / ENTITIES INCORPORATED ABROAD 1. 2. 3. 4. 5.			
COS / ENTITIES INCORPORATED IN INDIA 1. 2. 3. 4. 5.			
TOTAL		100.00	

(*) Shareholding pattern & Balance Sheet of the shareholders required.

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

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

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

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

How does fighting money laundering help fight crime?

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

What should individual governments be doing about it?

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

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

What are Local regulations on AML/CFT?

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

How is Money Laundering defined under PMLA 2002?

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

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

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

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

Why KYC/AML Policy for Market Intermediary?

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

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

What are the obligations of Market Intermediary under PMLA 2002?

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

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

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

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

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

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

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

Place : _____

Date : _____

Client Sign

POLICY/DECLARATION ON AML/CFL

Sl.No.	AML Measures	Particulars
1	AML Policy	We have in place written policy & procedure as per guidelines issued by SEBI/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.
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.

IN PERSON VERIFICATION OF CLIENTS

Sl. No.	Particulars	Details
1.	Name of the client	
2.	Client's Signature in the presence of SANKALP Officials	
3.	Date of In Person verification (Date / Month / Year)	
4.	Name & Designation of Official of SANKALP Conducting In Person Verification	
5.	Signature of the Official of SANKALP	
6.	Stamp	
7.	In Person verification conducted	Yes / No
8.	Documents verified with original	Yes / No

OTHER INFORMATIONS

Sl. No.	Particulars	Details
1.	Additional DP Statement (if any)	Yes / No
2.	Client signature taken, missing if any	Yes / No
3.	E-mail ID given or not	Yes / No
4.	Phone no. given or not	Yes / No
5.	Discrepancies, informed by Account Opening Team, communicated to the client	Yes / No
6.	Discrepancies Solved	Yes / No
7.	If no, details of the above	
8.	Risk categorisation of client as per PMLA, 2002	High risk / Medium risk / Low risk

BROKERAGE CHARGE SHEET

UNIQUE CLIENT CODE : _____

BROKERAGE	%	MINIMUM	FLAT/LOT
A. CASH MARKET SEGMENT			
DELIVERY			
SQUARE OFF.			
B. F&O SEGMENT			
FIRST LEG			
SECOND LEG (SAME DAY)			
SECOND LEG (OTHER DAY)			
C. CURRENCY DERIVATIVES SEGMENT			
FIRST LEG			
SECOND LEG (SAME DAY)			
SECOND LEG (OTHER DAY)			
D. OPTION SEGMENT			
FIRST LEG			
SECOND LEG (SAME DAY)			
SECOND LEG (OTHER DAY)			

⊗ _____

Dated : _____

From :

To
SANKALP SHARE BROKERS (P) LTD.
671, Marshall House
33/1, Netaji Subhas Road
Kolkata - 700 001

Ref. : Acknowledgement for the receipt of documents

Dear Sir,

This is to acknowledge the receipt of a copy of the duly executed following documents viz.,

- 1) Client registration form (KYC),
- 2) Member Constituent Agreement/Tripartite agreement,
- 3) Risk Disclosure document
- 4) A copy of any other document executed by me as a client

I/we hereby declare that I/we have the full intimation of the trading code and the unique client code allotted to me/us and other details in case provided by me/us, has been confirmed by Sankalp Share Brokers (P) Ltd. through their KYC.

Thanking you,

Yours truly,

✓ _____
Signature of the Client

Client Code _____