



BNK SECURITIES PRIVATE LIMITED

MEMBERS: NSE, BSE, CSE, MCX-SX AND DEPOSITORY PARTICIPANT : CDSL
CATEGORY 1 MERCHANT BANKERS

NAME

TRADING CLIENT CODE

BRANCH CODE

ACCOUNT OPENING DATE



CLIENT REGISTRATION KIT

**BNK CAPITAL***Opportunities Unlimited...*

www.bnkcapital.com

BNK SECURITIES PRIVATE LIMITEDMEMBERS: NSE, BSE, CSE, MCX-SX AND DEPOSITORY PARTICIPANT : CDSL
CATEGORY 1 MERCHANT BANKERS**Registered & Correspondence Office**

2 Palm Avenue, Kolkata - 700019.

Ph.: +91 33 4602 2160 - 63 / 2281 – 0560 - 63

PLEASE READ "BNK" AS "BNK SECURITIES PRIVATE LIMITED" WHERE EVER IT APPEARS.

Compliance Officer Name, Tel. No. & Email ID: Mr. Sanat Mondal. 2281 0560. sanat.mondal@bnkcapital.com

CEO Name, Tel. No. & Email ID: Mr. S Khandelwal. 2281 0561. sk@bnkcapital.com

SEBI REGISTRATION NUMBERS & DATE**INVESTORS GRIEVANCES**

NSE CM - F&O - CDS	INZ000220037	29.01.2019
BSE CM - F&O		

For any grievance/dispute please contact BNK at the above address or email us at Investor Grievance Email ID **grievance@bnkstockline.com***In case not satisfied with the response,
please contact the concerned
exchange(s)*

MCX-SX	INZ000220037	01.10.2008
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NSE	ignse@nse.co.in	022-2659 8190
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CDSL	IN-DP-673-2022	20.03.2009
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BSE	ig@bseindia.com	022-2272 1233
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MERCHANT BANKER	MB/INM000011641	22.02.2010
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CSE	cseisc@cse-india.com	033-2210 4468
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MCX-SX	investorcomplaints@mcx-sx.com	022-6731 9000
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CDSL	complaints@cdsl.com	022-4244 4932
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To,
BNK SECURITIES PRIVATE LIMITED
2 PALM AVENUE, KOLKATA - 700019.

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D D M M Y Y Y Y

Dear Sir / Madam,

[] I/We would request you to register me/us as your Client.

[] I/We would request you to update my KYC informations.

In this regard I/we furnished herewith the required details & documents.

**SIGNATURE OF THE CLIENT**

INDEX**MANDATORY DOCUMENTS AS PRESCRIBED BY SEBI & EXCHANGES**

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INSTRUCTIONS / CHECK LIST FOR FILLING KYC FORM

A. IMPORTANT POINTS:

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

B. Proof of Identity (POI):

List of documents admissible as Proof of Identity:

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

C. Proof of Address (POA):

List of documents admissible as Proof of Address:

*(*Documents having an expiry date should be valid on the date of*

submission.)

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

D. Exemptions/clarifications to PAN

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

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

E. List of people authorized to attest the documents:

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

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

FOR CORPORATES

- Copy of the balance sheets for the last 2 financial years (to be submitted every year).
- Copy of latest share holding pattern including list of all those holding control, either directly or indirectly, in the company in terms of SEBI takeover Regulations, duly certified by the company secretary/Whole time director/MD (to be submitted every year).
- Photograph, POI, POA, PAN and DIN numbers of whole time directors/two directors in charge of day to day operations.
- Photograph, POI, POA, PAN of individual promoters holding control - either directly or indirectly.
- Copies of the Memorandum and Articles of Association and certificate of incorporation.
- Copy of the Board Resolution for investment in securities market.
- Authorised signatories list with specimen signatures.

FOR PARTNERSHIP FIRM

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

FOR TRUST

- Copy of the balance sheets for the last 2 financial years (to be submitted every year).
- Certificate of registration (for registered trust only).
- Copy of Trust deed.

- List of trustees certified by managing trustees/CA.
- Photograph, POI, POA, PAN of Trustees.

FOR HUF

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

FOR UNINCORPORATED ASSOCIATION OR A BODY OF INDIVIDUALS

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

FOR BANKS/INSTITUTIONAL INVESTORS

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

FOR FOREIGN INSTITUTIONAL INVESTORS (FII)

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

FOR ARMY/ GOVERNMENT BODIES

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

FOR REGISTERED SOCIETY

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

ADDITIONAL DOCUMENTS IN CASE IF TRADING IN DERIVATIVES SEGMENTS

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

**In respect of other clients, documents as per risk management policy of the stock broker need to be provided by the client from time to time.*
2. Copy of cancelled cheque leaf/ pass book/bank statement specifying name of the constituent, MICR Code or/and IFSC Code of the bank should be submitted.
3. Demat master or recent holding statement issued by DP bearing

name of the client.

4. For individuals:
 - a. Stock broker has an option of doing 'in-person' verification through web camera at the branch office of the stock broker/sub-broker's office.
 - b. In case of non-resident clients, employees at the stock broker's local office, overseas can do in-person' verification. Further, considering the infeasibility of carrying out 'In-person' verification of the non-resident clients by the stock broker's staff, attestation of KYC documents by Notary Public, Court, Magistrate, Judge, Local Banker, Indian Embassy / Consulate General in the country where the client resides may be permitted.
5. For non-individuals:
 - a. Form need to be initialized by all the authorized signatories.
 - b. Copy of Board Resolution or declaration (on the letterhead) naming the persons authorized to deal in securities on behalf of company/firm/others and their specimen signatures.

KNOW YOUR CLIENT (KYC) APPLICATION FORM - FOR INDIVIDUALS

Please fill this form in ENGLISH and in BLOCK LETTERS.

PHOTOGRAPH

Please affix your recent passport size photograph and sign across it

A. IDENTITY DETAILS

Name of the Applicant

Father's / Spouse Name

Gender ☐ Male ☐ Female

Marital Status ☐ Single ☐ Married

Date of Birth

Nationality

Status ☐ Resident Individual ☐ Non Resident ☐ Foreign National

PAN

UID / Aadhaar, if any :

Specify the proof of Identity submitted

B. ADDRESS DETAILS

Address for Correspondence

City / Town / Village

PIN

State

Country

Phone (Office)

Phone (Resi.)

Mobile

Fax

Email

Specify the proof of address submitted for correspondence address

Permanent Address (if different from above or overseas address, mandatory for Non-Resident Applicant)

City / Town / Village

PIN

State

Country

Specify the proof of address submitted for permanent address

C. OTHER DETAILS

Gross Annual Income Details (please specify) : Income Range per annum:

☐ 0-1 Lac

☐ 1-5 Lacs

☐ 5-10 Lacs

☐ 10-25 Lacs

☐ >25 Lacs

or Net-worth as on date _____ Rs. _____ (Net worth should not be older than 1 year)

Occupation
(please tick
any one
and give
brief details):

☐ Private Sector

☐ Public Sector

☐ Government Service

☐ Business

☐ Professional

☐ Agriculturist

☐ Retired

☐ Housewife

☐ Student

☐ Others (please specify)

Please tick, if applicable ☐ Politically Exposed Person (PEP)

☐ Related to a Politically Exposed Person (PEP)

Any Other Information

DECLARATION

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



SIGNATURE OF THE APPLICANT / CLIENT

KNOW YOUR CLIENT (KYC) APPLICATION FORM - FOR NON INDIVIDUALS

Please fill this form in ENGLISH and in BLOCK LETTERS.

PHOTOGRAPH

Please affix your recent passport size photograph and sign across it

A. IDENTITY DETAILS

Name of the Applicant

Date of Incorporation

Place of Incorporation

Date of commencement of business

PAN

Registration No. (e.g. CIN)

Status ☐ Private Limited Co. ☐ Public Ltd. Co. ☐ Body Corporate ☐ Partnership ☐ Trust ☐ Charities
(please ☐ NGO's ☐ FI ☐ FII ☐ HUF ☐ AOP ☐ Bank ☐ Society ☐ BOI ☐ LLP
tick any one) ☐ Government Body ☐ Non-Government Org. ☐ Defence Establishment ☐ Others _____

B. ADDRESS DETAILS

Address for Correspondence

City / Town / Village

PIN

State

Country

Phone (Office)

Phone (Resi.)

Mobile

Fax

Email

Specify the proof of address submitted for correspondence address

Registered Address (if different from above):

City / Town / Village

PIN

State

Country

Specify the proof of address submitted for registered address

C. OTHER DETAILS

Gross Annual Income Details (please specify) : Income Range per annum:

☐ 0-1 Lac ☐ 1-5 Lacs ☐ 5-10 Lacs ☐ 10-25 Lacs ☐ 25 Lacs - 1 Crore ☐ >1 Crore

Net-worth as on date _____ Rs. _____ (*Net worth should not be older than 1 year)

Please tick, if applicable, for any of your authorized signatories/Promoters/Partners/Karta/Trustees/Whole Time Directors:

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

Any Other Information

DECLARATION


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



NAME & SIGNATURE OF THE AUTHORISED SIGNATORY

5

DDMMYYYY

DETAILS OF PROMOTERS / WHOLE TIME DIRECTOR / TRUSTEES / PARTNERS / KARTA OF HUF / AUTHORISED PERSON TO DEAL IN SECURITIES ON BEHALF OF THE ENTITY / PERSON. (Use separate sheet in case space provided is not sufficient)						
PARTICULARS	1st Signatory	2nd Signatory	3rd Signatory	4th Signatory	5th Signatory	6th Signatory
Full Name						
Designation						
Residence Address with PIN Code						
Contact Nos.						
PAN						
DIN / UID						
Equity % / PSR Ownership Stake						
Proof of Identity						
Proof of Address						
Photograph	Please affix your recent passport size photograph and sign across it	Please affix your recent passport size photograph and sign across it	Please affix your recent passport size photograph and sign across it	Please affix your recent passport size photograph and sign across it	Please affix your recent passport size photograph and sign across it	Please affix your recent passport size photograph and sign across it
Signature 						

TRADING ACCOUNT RELATED DETAILS
FOR INDIVIDUALS & NON-INDIVIDUALS
A. BANK ACCOUNT(S) DETAILS

	First Account (Default)	Second Account	Third Account
Bank Name			
Branch Name			
Branch Address			
Bank Account No.			
Account Type - <i>Saving/ Current / Others - In case of NRI/NRE/NRO</i>			
MICR Number			
IFSC Code			

B. DEPOSITORY ACCOUNT(S) DETAILS

DP Name			
Depository Name NSDL / CDSL			
DP ID			
Beneficiary ID (BO ID)			
Beneficiary Name 1			
Beneficiary Name 2			
Beneficiary Name 3			

C. TRADING PREFERENCES

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

NSE-CM


SIGNATURE OF THE CLIENT

NSE-F&O


SIGNATURE OF THE CLIENT

NSE-CDS


SIGNATURE OF THE CLIENT

BSE-CM


SIGNATURE OF THE CLIENT

BSE-F&O


SIGNATURE OF THE CLIENT

CSE - CM


SIGNATURE OF THE CLIENT

NSE - IBT


SIGNATURE OF THE CLIENT

BSE - IBT


SIGNATURE OF THE CLIENT

MCX-SX


SIGNATURE OF THE CLIENT

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

D. PAST ACTIONS

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

E. DEALINGS THROUGH SUB-BROKERS AND OTHER STOCK BROKERS

If client is dealing through the sub-broker, provide the following details:

Sub-broker's Name		SEBI Registration number
Registered office address		
Phone	Fax	Signature of Sub-Broker (optional)
Website		
Email ID		

Whether dealing with any other stock broker/sub-broker

(if case dealing with multiple stock brokers/sub-brokers, provide details of all)

Name of stock broker	Name of Sub-Broker, if any
Client Code	Exchange
Details of disputes/dues pending from/to such stock broker/sub- broker	

F. ADDITIONAL DETAILS

Whether you wish to receive Physical Contract Note or Electronic Contract Note (ECN) (please specify) : _____
Specify your Email id, if applicable: _____
Whether you wish to avail of the facility of internet trading/wireless technology (please specify) : _____
Number of years of Investment/Trading Experience
Any other information

G. INTRODUCER DETAILS (optional)

Name of the Introducer (Surname - Name - Middle Name)	
Status of the Introducer <input type="checkbox"/> Sub-broker <input type="checkbox"/> Remisier <input type="checkbox"/> Authorized Person	
<input type="checkbox"/> Existing Client <input type="checkbox"/> Others, please specify.....	
Address of the Introducer	
Phone No. of the Introducer	Signature of the Introducer
Mobile No. of the Introducer	

H. NOMINATION DETAILS *(for individuals only)*

<input type="checkbox"/> I/We wish to nominate		<input type="checkbox"/> I/We do not wish to nominate	PHOTOGRAPH Please affix your recent passport size photograph and sign across it	PHOTOGRAPH Please affix your recent passport size photograph and sign across it
Name of the Nominee				
Relationship with the Nominee				
PAN of Nominee	Date of Birth of Nominee			
Address of the Nominee				
Phone No. of the Nominee				

If Nominee is a minor, details of guardian

Name of Guardian	
Address of Guardian	
Phone No. of Guardian	Signature of Guardian
Mobile No. of Guardian	

WITNESSES *(Only applicable in case the account holder has made nomination)*

Name	Name
Signature	Signature
Address	Address

DECLARATION

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

PLACE

D D M M Y Y Y Y



SIGNATURE OF CLIENT / (All) AUTHORIZED SIGNATORY (ies)

FOR OFFICE USE ONLY

- ☐ (Originals verified) True copies of documents received
- ☐ (Self-Attested) Self Certified Document copies received

D	D	M	M	Y	Y	Y	Y

UCC Code allotted to the Client		A/c. Code uploaded by :	
	DOCUMENTS VERIFIED WITH ORIGINALS	CLIENT INTERVIEWED BY	IN-PERSON VERIFICATION DONE BY
Name of the Employee			
Employee Code			
Designation of the employee			
Date			
Signature of the Employee			

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

SIGNATURE OF THE AUTHORISED PERSON

SEAL / STAMP OF THE STOCK BROKER

POLICIES & PROCEDURES

The Board of Directors of BNK Securities Private Limited have adopted the following Internal Policies & Procedures in terms of SEBI Circular: MIRSD/SE/Cir-19/2009 dated 03.12.2009 forming integral part of the Member Constituent agreement in their meeting held on 29/03/2010 at the registered office of the Company.

a) Refusal of Orders for Penny Stocks:

BNK shall have absolute discretion to term a stock as "PENNY". As per our policy, "PENNY STOCK" can be referred to as the stocks which are appearing in the list of illiquid securities issued by the Exchanges (Posted on their website) every month and any other stocks which BNK might consider to be illiquid. The details of such stocks will be posted on the website of BNK.

BNK at its discretion can accept, refuse or partially accept any buy or sell order for execution from the client in respect of such scrips. BNK may allow restrictive acceptance of orders in such scrips and may demand appropriate declarations and additional margin from the client before accepting order of such stocks. BNK may cancel orders in such scrips received by the clients before execution or partial execution or place any other kind of restrictions on the trade on such scrips without assigning any reasons thereof to the client.

BNK shall not be responsible for any consequential opportunity loss or financial loss that a client may incur from delay or non execution of orders in penny stock.

b) Setting up Client's Exposure Limits:

BNK may give an exposure limit which would be a multiple of the clear ledger balance in the account plus value of the shares given as collaterals computed after applying appropriate haircut depending on the risk profile of the client. In F & O segment exposure is given on the value of initial margin after applying appropriate hair cut. The exposure limit may be changed based on the volatility in the market and quality of collaterals.

BNK may set different exposure limits varying for different clients depending on the credit worthiness, integrity and past conduct of the client. The client agrees that BNK shall not be responsible for such variation, reduction or imposition or the clients inability to route any order through BNK's trading system on account of any such variation, reduction or imposition of limits.

c) Applicable Brokerage Rate:

BNK follows the policy of charging brokerage not more than the maximum permissible brokerage as per the rules and regulation of the Exchanges/SEBI. Brokerage shall be charged as per the rates agreed upon with the client at the time of registration. The

brokerage is however subject to change at the discretion of BNK in consultation with the Client. The brokerage amount debited to the client does not include any exchange related charges, statutory levies and any other charges. Any other applicable taxes imposed by statutory authority including securities transaction taxes, duties, service tax, etc will be paid by the client separately as may be levied on the transactions from time to time. Total Brokerage including other charges and excluding statutory levies & duty will not exceed the 2.5% limit.

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

Clients will be liable to pay late pay in/delayed payment charges not exceeding 2% per month for not making payment of their pay-in obligation on time as per the exchange requirement or net ledger debit as applicable.

The client agrees that BNK may impose fines/penalties for an orders/trades/deals/actions of the client which are contrary to this agreement/rules/regulations/bye laws of the exchange or any other law for the time being in force, at such rates and in such form as it may deem fit. Further where BNK has to pay fine or bear any punishment from any authority in connection with/as a consequence of/ in relation to any of the orders/trades/deals/actions of the client, the same shall be borne by the client.

e) The right to sell clients' securities or close clients' positions, without giving notice to the client, on account of nonpayment of client's dues (This shall be limited to the extent of settlement/margin obligation)

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

In case the payment of the margin/security is made by the client through a bank instrument, BNK shall have absolute discretion to give the benefit/credit for the same only on the realization of clear proceeds in BNK bank account. Where the margin/security is made available by way of securities or any other property, BNK is empowered to decline its acceptance as margin/security and/or

accept it at such reduced value as BNK may deem fit by applying haircuts or by valuing it by marking it to market or by any other method as it may deem fit. BNK has the sole discretion to decide referred stipulated margin percentage depending upon the market conditions.

In event of death or insolvency of the client, BNK may close out all outstanding positions of the client, adjusting the loss incurred on such closures with the margin deposited by the client and claim further shortfalls, if any, against the estate of the client. The successors or heirs of the client shall be entitled to any surpluses which may result there from. The above action is at the sole discretion of BNK and may vary from client to client. It shall not be under any obligations to undertake the exercise compulsorily. BNK shall therefore not be under any obligation to compensate or provide reasons of any omission or delay on its part to sell client's securities or close open positions of the client.

f) Shortages in obligations arising out of internal netting of trades

Policy for settling shortage in obligation arising out of internal netting of trades is as under:

The securities delivered short are purchased from the market on T+3 day and the purchase consideration (including all statutory taxes & levies) along with a penalty is debited to the short delivering seller client. In case the shares are not available for purchase for any reason then the shortage will be closed out as per the prevailing rules of the respective exchanges. Currently, the penalty levied amounts to- NSE clients charged a flat rate of Rs 0.40 on value of purchase and BSE Clients charged @1% on value of purchase consideration.

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

Client unable to meet his pay-in obligation as per exchange requirement irrespective of the value of collaterals available.

Long pending debit balance in the client's account.

Margin shortfall not compensated by the client.

Dishonor of Cheque

Client dealing in "illiquid" stock as declared by BNK.

Transactions which may appear to be suspicious in nature

Where based on the happening of an event, BNK has a risk perception that further trading in the contracts/securities may not be in the interest of the clients and /or the market.

h) Temporarily Suspending or Closing a Client's account at the clients request:

BNK may carry out periodic review of the client accounts and may suspend the accounts from trading (i.e. prohibiting any market transactions, only allowing client shares/ledger balance settlement to take place) under any of the following circumstances:

Where the Client is inactive for the last six months.

Where the Client has not cleared his dues after repeated reminders

Where Physical statements or contract notes, etc are received back undelivered and the client is not responding to update the correct address.

Where the client is reported or known to have expired.

Where client lodges a complaint either directly with BNK or through the Exchange relating to alleged unauthorized Trades being executed in his account.

Where the account is under investigation by any regulatory body.

As per direction of the Exchanges, SEBI or any other regulatory body.

On written request received from the client and the same can be activated on the written request of the client only.

The Client account can be closed on the written request of the client provided the client account is settled. If the client wants to reopen the account then the client has to again complete the KYC requirement.

i) Deregistering a client:

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

If the action of the client are prima facie illegal/improper or such to manipulate the price of any securities or disturb the normal/proper functioning of the market, either alone or in conjunction with others.

On the death/lunacy or other disability of the Client.

If the client being a partnership firm/any other organization, has any steps taken by the Client and/or its partners for dissolution or liquidation.

If the Client suffers any adverse material change in his/her/its financial position or defaults in any other agreement with the Stock Broker.

If the Client has made any material misrepresentation of facts, including (without limitation) in relation to the Security.

If the Client is in breach of any term, condition or covenant of this Agreement.

Any suspicious information found by BNK in sites like CIBIL, world check, etc or if there is any commencement of a legal process against the client under any law in force.

If the client forms a part of the list of debarred entities published by SEBI and/or any action is taken by SEBI/Exchanges or any other body on the client.

Inactive client account will be considered as inactive if the client does not trade for a period of six months. Calculation will be done at the beginning of every month. In such cases BNK may block or deactivate a clients account. A written request has to be made by the client for reactivation of their deactivated account.

Changes in Internal Policies and Procedures:

BNK reserves right to make changes in the Internal Policies and Procedures, as may be required from time to time. Such changes shall be notified to the clients and shall also be uploaded on BNK's website. Such changes shall deemed to be accepted and agreed by the clients unless otherwise informed to BNK within 15 days of the notification

thereof.

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 unilaterally 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 BNK before any court of law/judicial/adjudicating authority including arbitrator/ mediator, etc.



SIGNATURE OF THE CLIENT

TARIFF SHEET / BROKERAGE SLAB

SEGMENT	DELIVERY (%)	MINIMUM (PAISA)	SQUARE OFF (%)	MINIMUM (PAISA)	RISK CATEGORY
NSE Cash					
NSE Futures					
NSE Options					
BSE Cash					
BSE Futures					
BSE Options					
Currency Derivatives					
CSE - Cash					

(The above rates are exclusive of STT, Service Tax, Stamp Duty, SEBI Fee, Transaction Charges & other charges, if any, which will be separately charged as per applicable rates from time to time.)
(Please refer to Policy & Procedures - Clause C)



SIGNATURE OF THE CLIENT

ADDITIONAL INFORMATION AS PART OF KYC

INFORMATION PROVIDED BY THE CLIENT IN RELATION TO THE PREVENTION OF MONEY LAUNDERING ACT, 2002

Name of the Client : _____ Client Code : _____

If Business / Profession : Nature of Business : _____

Industry : _____

Details of my/our Relatives, having account with BNK

Name	Relationship	UCC (Client Code)
1.		
2.		

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 agree to submit every year any one of following documents to BNK :

- Profit & Loss Account and Balance Sheet
- Form No. 16 (Salary Certificate)
- Self attested copy of Income Tax Return
- Networth Certificate
- Demat Transaction Statement & Bank Statement (for 6 months)

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

☐ I/ We hereby declare that I / We do not fall under the Clients of Special Category as defined in Prevention of Money Laundering Act, 2002, or

☐ I/ We declare that I/ We fall under Clients of Special Category as defined in Prevention of Money Laundering Act, 2002 (choose the relevant category as under) :

- ☐ Non resident Client
- ☐ Politically Exposed Persons
- ☐ Non face to face client
- ☐ Companies having close family shareholdings or beneficial ownership
- ☐ Trusts, Charities, Non- Governmental Organisations (NGOs) and organizations receiving donations
- ☐ Clients in high risk countries where existence / effectiveness of money laundering controls is suspect etc.
- ☐ High Net-worth Clients
- ☐ Companies offering foreign exchange offerings
- ☐ Clients with dubious reputation as per public information available etc.

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.)

I/We hereby declare that I/We am / are beneficial owner of the Trading/Online Account opened with BNK



SIGNATURE OF THE CLIENT

FOR OFFICE USE ONLY

RISK CATEGORY : ☐ VERY HIGH ☐ HIGH ☐ MEDIUM ☐ LOW ☐ VERY LOW

VOLUNTARY

SHARE HOLDING PATTERN OF CORPORATE CLIENT *

AS ON

Name of the Shareholders	No. of Shares	% of Shares
A. Promoter Shareholders Holding more than 5%		
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		
B. Non-Promoter Shareholders Holding more than 5%		
1.		
2.		
3.		
4.		
5.		
C. Other (holding less than 5%)		
Total		100%

We hereby undertake to inform BNK in case of any change in the Promoter Share Holding Pattern

CERTIFICATE OF ULTIMATE CONTROL

I/We hereby certify that the following persons/entities are holding ultimate control either directly or indirectly in the Company in terms of SEBI Takeover Regulations:

1.
2.
3.
4.
5.

I/we hereby undertake to inform you any change in the above.

Signature:
Company Secretary/Whole Time Director/ Managing Director

**SIGNATURE OF THE CLIENT**

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D D M M Y Y Y Y

*** MANDATORY IN CASE OF CORPORATE CLIENT**

15

DISCLOSURE INFORMATION OF PROPRIETARY TRADING

To increase transparency in the dealings between us as a Trading Member and you as a Client we do hereby disclose that apart from Client Based Trading, we also do Proprietary Trading (self account) in ALL SEGMENTS of ALL EXCHANGES in which we are members. You are requested to please take a note of the same.

INTER-SETTLEMENT OF SECURITIES

Clients are advised not to sell shares unless lying in their Demat Account. However, **Inter-Settlement** of Securities will be provided to the client on request. BNK will debit appropriate charges from the client account for this service. BNK will be not responsible / liable for any profit / loss incurred / sustained by the Client for mistake / failure of whom so ever for Inter-Settlement of Securities.

I/We hereby request you to provide us facility for Inter-Settlement of Securities after having read and agreed to the above.

VOLUNTARY DOCUMENTS

To,
BNK SECURITIES PRIVATE LIMITED
 2 PALM AVENUE, KOLKATA - 700019.

D	D	M	M	Y	Y	Y	Y

Dear Sir / Madam,

I / We as a Client of Capital Market and/or Futures & Options and/or Currency Derivatives Segment of NSE / BSE / CSE / MCX-SX hereby authorizes BNK Securities Private Limited (Member: NSE, BSE, CSE, MCX-SX) for the following:

That to maintain a running account, instead of settlement to settlement clearance of funds / securities due to me / us. In this regard, I have been informed about the SEBI circular no. MIRSD/SE/Cir-19/2009 dated December 3, 2009. I have read and understood the same. I hereby authorize BNK to maintain a running account in all segments across the exchange (NSE, BSE, CSE, MCX-SX)

I/We hereby confirm you to settle my / our account of funds and securities once in

☐ **A Quarter** ☐ **A Month. (Tick whichever is applicable)**

Such settlement will be done on any day at its discretion in a month or quarter (hereinafter referred as "settlement period") as the case may be. I/We agree that I/we shall be liable to pay the debit standing to my account on the settlement date or any other date at least once in a calendar quarter / calendar month as per the option ticked above.

That to withhold any credit balance as collateral/margin against my/our future trades / obligations and/or adjust outstanding fund / securities receivable from you against my/our purchase in subsequent settlement with no interest accruing on the above fund / securities.

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.

I/we agree that fund given towards collaterals / margins in form of bank guarantee (BG)/ Fixed Deposit Receipts (FDR) may not be periodically settled.

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 obligations of funds & securities due from me/us as on the date of settlement and for next day's business, Member may retain funds/securities/margin to the extent of value of transactions executed on the day of such settlement.

That to keep my/our shares purchased from you, in your margin account and to deliver and/or adjust said shares against our sales in subsequent settlement i.e. inter transferring the shares from one settlement (purchase) to another settlement (sales) in Capital Market Segment and/or F&O Segment and/or Currency Derivatives Segments of Exchange unless you receive any verbal or written instruction from me/us to deliver the same to my/our Depository Account. Similarly, I / We authorize you to issue the cheque against our fund pay out after getting the telephonic or written instruction from me/us, otherwise the same will remain with you against my/our margin obligation towards Capital Market Segment and / or F&O Segment and/or Currency Derivatives Segments.

I/We confirm you that I/we will bring to your notice any dispute arising from the statement of account or settlement so made in writing within 7 working days from the date of receipt of funds / securities or statement of account or statement related to it, as the case may be at your registered / corporate office. After that I/We shall have no right to dispute the transaction, funds and / or securities ever and agree that you shall not be liable for any incidental loss / damage caused due to retention of funds and / or securities.

I/We further declare that this authorization will remain in force unless revoked by me/us in writing.

Thanking You,
 Yours Faithfully,



To,
BNK SECURITIES PRIVATE LIMITED
 2 PALM AVENUE, KOLKATA - 700019.

D	D	M	M	Y	Y	Y	Y

Dear Sir / Madam,

1. I/We authorise BNK Securities Private Limited to set off outstanding in any of my / our accounts against credits available or arising in any other account maintained with you irrespective of the fact that such credits in the accounts may pertain to transactions in any segment of the Exchange or in any other exchanges and/or against the value of cash margin or collateral shares provided to BNK by us.
2. I/We hereby authorise BNK not to provide me Order Confirmation / Modification / Cancellation Slips and Trade Confirmation Slips to avoid unnecessary paper work. I/We hereby request BNK to kindly accept my/our mandate holder's verbal orders/instructions in person or over phone and execute the same. I/We shall get the required details from the contract notes issued by you. I/We understand the risk associated with placement of verbal orders and accept the same. I/We shall not disown orders under the plea that the same was not placed by me.

I/We indemnify BNK against all losses, damages, actions which you may suffer or face, as a consequence of adhering to and carrying out my/our orders placed verbally. In case I wish to withdraw this consent I shall inform BNK in writing and get the same acknowledged by BNK at least one week in advance from the date of withdrawal.
3. I/We hereby authorise BNK to deposit securities received from me/us or purchased through BNK lying in my/our account to the Stock Exchange(s)/NSCCL or their custodian appointed by them for the purpose of margin/other obligation and/or to facilitate my/our transaction in the normal course of securities business. Further, BNK shall release the securities to me/us on my/our request, if the same is releasable to me/us.
4. Trading of all Exchanges is in Electronic Mode, based on VSAT, Leased line, ISDN, Modem, Internet and VPN, combination of technologies and computer systems to place and route orders. We understand that there exists a possibility of communication failure or system problems or slow or delayed response from system or trading halt, of any such other problem/glitch whereby not being able to establish access to the trading system/network, which may be beyond your control and may result in delay in processing of buy or sell orders either in part or in full. I/We shall be fully liable and responsible for any such problems/fault and shall not claim any notional profit or equivalent from BNK.
5. I/We agree not to hold BNK liable or responsible for delay or default in performance of your obligations due to contingencies beyond your control such as fire, flood, civil commotion, earthquake, riots, war strikes, failure of systems, failure of internal links, government/regulatory actions or any other contingencies beyond your control.
6. I/We hereby confirm that I/we will never sublet / shift the trading terminal on any terms, from my/our place to any other place without your prior approval.
7. I/We am/are agreeable for inter-settlement transfer of securities towards settlements.
8. I/We am/are agreeable for & authorise BNK to with hold funds pay-out towards all applicable margins and debits.
9. All fines/penalties and charges levied upon BNK due to my acts/deeds or transactions may be recovered by BNK from my account.
10. Any queries related to security delivered by BNK, would be brought to the notice of BNK within seven days of the receipt of such securities in my / our Demat Account or otherwise it can be presumed that I / We have checked all the security received by me / us and that they are good as per the prevailing norms.
11. Any queries related to my/our Contract cum Bill, shall be brought to the notice of the BNK within 24 hours of the receipt of Contract cum Bill, however not after than 7 days from the execution of the trade.



12. BNK is hereby advised to keep these instructions in force unless specifically withdrawn by me / us in writing.
13. I/We will be extending all co-operation to BNK in their endeavour towards Anti-Money Laundering. BNK may initiate any enquiry against me/us and/or my/our transactions any time without any legal implication whatsoever against them. I/We hereby confirm having appraised of the contents of the documents relating to Anti-Money Laundering Act, 2002 & Combating of Financial Terrorism.
14. I/We understand that information about me/us and my/our transactions may be reported by BNK to FIU/concerned authorities without any intimation to me/us and have no objection to the same.
15. I/We hereby confirm having received a copy of standard set of Risk Disclosure Document, Rights and Obligations, Guidance Note, BNK's Policies and Procedures and there positive declaration of Proprietary Trading in all the segments of all the Exchanges of which they are Members. I understand the same are available on their website also.
15. I/We hereby confirm that I/we shall be bound by the Laws, Rules, Regulations, Guidelines etc. issued /ammended from time to time by the regulators i.e. SEBI, Govt., Exchanges which may be made available at BNK's website from time to time.
16. I / We hereby reconfirm and accept all the terms & conditions mentioned hereinabove.

Thanking You,
Yours Faithfully,



SIGNATURE OF THE CLIENT

AUTHORITY TO DEAL WITH BNK ON MY/OUR BEHALF

VOLUNTARY

To,
BNK SECURITIES PRIVATE LIMITED
2 PALM AVENUE, KOLKATA - 700019.

D	D	M	M	Y	Y	Y	Y

Dear Sir / Madam,

I / We hereby authorize the following persons for the under noted activities :-

- To give instructions / place orders with BNK for buying and selling of securities and contracts on any Exchanges
- To sign, confirm, execute and / or acknowledge any document including Contract Notes, Statement of Margins and Statement of Accounts etc on my / our behalf.

SL. NO.	NAME	MOBILE NUMBER	SPECIMEN SIGNATURE



SIGNATURE OF THE CLIENT

CONSENT LETTER FOR ELECTRONIC COMMUNICATION**VOLUNTARY**

To,
BNK SECURITIES PRIVATE LIMITED
2 PALM AVENUE, KOLKATA - 700019.

D	D	M	M	Y	Y	Y	Y

Dear Sir / Madam,

I / We are a client with BNK Securities Private Limited. With reference to SEBI circular No. MRD/Dop/SE/Cir-20/2005 dated September 08, 2005, I / we are desirous to avail the facility of Electronic Contract Notes.

I/We would request you to send my/our contract notes / trade confirmations through email on my/our

E-mail ID (1):

E-mail ID (2):

You are also requested to send the copies of the **daily / quarterly / periodical** ledger statements of accounts for funds and securities, margin statement, holding statements, bills / notice / circulars and other documents / communications, meant for me / us on the above e-mail IDs.

I/We shall ensure that the above email IDs is kept valid and any change in my/our above email IDs shall be communicated to you in writing. I/We also agree that non-receipt of bounced mail notification by you shall amount to delivery at my / our email account(s) / email id(s). I/We agree not to hold you responsible for late / non-receipt of contract notes sent in electronic form and any other communication for any reason including but not limited to failure of email services, loss of connectivity, email in transit etc. I/We agree that the log reports of your dispatching software shall be a conclusive proof of dispatch of contract notes or any other documents or communications to me/us and such dispatch shall be deemed to mean receipt by me/us and shall not be disputed by me/us on account of any non-receipt / delayed receipt for any reason whatsoever.

I/We am also aware that copies of the contract notes and statement of accounts are also available at BNK's website. Upon request to BNK I/we will be provided with a USER ID and Password to access the same. In case I wish to withdraw this facility I shall inform BNK in writing at least one week in advance from the date of withdrawal.

Thanking You,
Yours Faithfully,

**SIGNATURE OF THE CLIENT****CONSENT FOR RECEIVING ALERTS, TRADING CALLS, RESEARCH REPORT ETC.****VOLUNTARY**

To,
BNK SECURITIES PRIVATE LIMITED
2 PALM AVENUE, KOLKATA - 700019.

D	D	M	M	Y	Y	Y	Y

Dear Sir / Madam,

I/We hereby give my/our consent to give me/us Alerts, Research Calls, Reports, News, Live Updates or any other information on my Email ID given earlier for Electronic Communication and also on my Mobile No. _____.
_____.

This shall not be treated as violation of any DND or any other similar rules applicable from time to time. The number may be given to the exchange database also.

Further, I/we undertake to BNK and confirm to use my/our own judgement in taking a view and execute trade in the identified security(s) according to my/our financial strength/capabilities and shall not hold BNK responsible for any loss suffered by me/us on account of executing or omitting to execute any trades in pursuance of such communication and/or investment advises sent by BNK.

Thanking You,
Yours Faithfully,

**SIGNATURE OF THE CLIENT**

ACKNOWLEDGEMENT

From,

D	D	M	M	Y	Y	Y	Y

To,

BNK SECURITIES PRIVATE LIMITED
2 PALM AVENUE, KOLKATA - 700019.

Dear Sir / Madam,

Ref. : Acknowledgement for the receipt of documents

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

- Welcome letter along with copy of Client Registration Form (KYC) , duly executed.
- Rights & Obligations
- Risk Disclosure Document
- Guidance Note
- Policies & Procedures
- Procedure and advantages of filling complaints in "SCORES"
- Copy of Investor Charter
- Literature on Anti Money Laundering / Combating Financing of Terrorism
- A copy of other document executed by me / us as a Client.

I/We also acknowledge the receipt of your letter advising me/us about

1. Unique Client Code allotted to me
2. Noting of my e-mail ID for Electronic Communication.

Thanking You,

Yours Faithfully,



SIGNATURE OF THE CLIENT

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 question (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 origins of the funds may be legitimate.

Money Laundering has required 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 and 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 systems, the second - or layering.- stage takes place. In this phase, the launderer engages in a series of conversions or movements of the funds to distance them from their source. The funds might be channeled through the purchase and sale 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 Laundering 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 offers 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 government have already established comprehensive anti-money laundering regimes. These regimes aim to increase awareness of the phenomenon - both within 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 & ultimately confiscate criminally derived assets; and building the necessary frameworks for permitting the agencies involved to exchange information among themselves and with counterparts in the 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 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)?

Financial Intelligence Unit-India (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 Financial Intelligence Unit-India (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**.

POLICY/DECLARATION ON AML/CFL

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.
9.	Designated Principal Officer	AJIT KHANDELWAL- DIRECTOR

The above are indicative in nature and may change from time to time as per the guideline and directions of central agencies.