

## ACCOUNT OPENING KIT



**Name of Stock Broker / Trading Member / Clearing Member :**  
**FORTUNE INTERFINANCE LTD.**

**SEBI Regn. No. and Date :** INZ000178035 Dt. 04.05.2018

**Registered & Correspondence Office address :**

Flat No. 2 & 3, Ground Floor, 19, British India Street, Kolkata - 700 069

Phone : 2210-1152 (4 lines), Fax : (033) 22101153

E.mail : info@fifl.co.in, Website : www.fifl.co.in, CIN : U74140WB1994PLC063393

**Name of Clearing Member (For NSE-F&O and BSE-F&O Segments) :**

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

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

Mr Rajendra Kumar Agarwal, (033) 2210-1152, rk.agarwal@fifl.co.in

For any grievance/dispute, please contact **FORTUNE INTERFINANCE LTD.** at the above address or email id : grievances@fifl.co.in and Phone No. : (033) 2210-1152. In case not satisfied with the response, please contact the concerned exchange(s) at ignse@nse.co.in and Phone No. (022) 2659-8190 for NSE and at is@bseindia.com and Phone No. (022) 2272-8097 for BSE.

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

We, **FORTUNE INTERFINANCE LTD.**, are also engaged in Proprietary trading apart from Client based business.

# FORTUNE INTERFINANCE LTD.

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<b>1.</b>	<b>Account Opening Form</b> A. KYC form - Document captures the basic information about the constituent and an instruction/check list. B. Document captures the additional information about the constituent relevant to trading account and an instruction/check list.	<b>**</b>  <b>1 - 8</b>
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<b>3.</b>	<b>Tariff sheet</b> Document detailing the rate/amount of brokerage and other charges levied on the client for trading on the stock exchange(s).	<b>13</b>
<p><b>Note :</b> Standard Mandatory Documents viz. Rights &amp; Obligations of Stock Broker, Sub-broker and Client for trading on exchanges, Uniform Risk Disclosure Documents, and Guidance Note detailing Do's and Don'ts for trading, are available in physical/electronic mode as per your choice marked in on Page 2.</p>		
<b>VOLUNTARY DOCUMENTS AS PROVIDED BY THE STOCK BROKER</b>		
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**\*\* As per separate sheets**

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

<b>BANK ACCOUNT(S) DETAILS</b>		
	<b>First Bank Details</b>	<b>Second Bank Details</b>
Bank Name		
Branch		
Address		
Bank A/c No.		
A/c Type	<input type="checkbox"/> Saving <input type="checkbox"/> Current <input type="checkbox"/> Others-In case of NRI/NRE/NRO	<input type="checkbox"/> Saving <input type="checkbox"/> Current <input type="checkbox"/> Others-In case of NRI/NRE/NRO
MICR No.		
IFSC code		
<b>DEPOSITORY ACCOUNT(S) DETAILS</b>		
	<b>First Demat A/c Details</b>	<b>Second Demat A/c Details</b>
Depository		
Participant Name		
Depository Name	<input type="checkbox"/> NSDL <input type="checkbox"/> CDSL	<input type="checkbox"/> NSDL <input type="checkbox"/> CDSL
Beneficiary Name		
DP ID		
Beneficiary ID (BO ID)		
<b>TRADING PREFERENCES</b> - Please sign in the relevant boxes where you wish to trade. Please strike off the segment not chosen by you.		
Exchange	Segment	Signature
NSE & BSE	- All Segments	✓
	- Cash / Mutual Fund	✓
	- F&O	✓
If you do not wish to trade in any of segments / Mutual Fund, please mention here _____		
_____		

<b>OTHER DETAILS</b>			
<b>Gross Annual Income Details (please specify)</b>			
Income Range per annum	<input type="checkbox"/> Below ₹ 1 Lac <input type="checkbox"/> 1-5 Lac <input type="checkbox"/> 5-10 Lac <input type="checkbox"/> 10-25 Lac <input type="checkbox"/> 25 Lacs-1 crore <input type="checkbox"/> > 1 crore		
<b>Net-worth</b>		<b>as on (date)</b>	
(Net worth should not be older than 1 year)		(dd/mm/yyyy)	
<b>Occupation (Individuals)</b> (Please tick any one and give brief details)	<input type="checkbox"/> Private Sector <input type="checkbox"/> Public Sector <input type="checkbox"/> Government Service <input type="checkbox"/> Business <input type="checkbox"/> Professional <input type="checkbox"/> Agriculturist <input type="checkbox"/> Retired <input type="checkbox"/> Housewife <input type="checkbox"/> Student <input type="checkbox"/> Others _____		
<b>Please tick, if applicable, for any of your authorized signatories / Promoters / Partners / Karta / Trustees / whole time directors</b>		<input type="checkbox"/> Politically Exposed Person (PEP) <input type="checkbox"/> Related to a Politically Exposed Person (PEP)	
<b>PAST ACTIONS</b>			
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			
<b>DEALINGS THROUGH AUTHORISED PERSON OR OTHER STOCK BROKERS</b>			
Whether dealing with any other stock broker / AP (in case dealing with multiple stock brokers / APs, provide details of all)			
Name of stock broker			
Name of AP, if any		AP Regn. No.	
Client Code		Exchange	
Details of disputes/dues pending from/to such stock broker / AP			
<b>ADDITIONAL DETAILS</b>			
Whether you wish to receive physical contract note or Electronic Contract Note (ECN) (please specify)			
_____, Specify your Email id, if applicable :			
Whether you wish to receive the standard documents - Rights and Obligations, Risk Disclosure Document (RDD) and Guidance note - physically or electronically, (please specify) : _____			
<b>Please note that these documents are also available in certain vernacular languages on demand.</b>			
Whether you wish to avail of the facility of internet trading / wireless technology (please specify)			
<input type="checkbox"/> YES <input type="checkbox"/> NO			
Number of years of Investment / Trading Experience			
In case of non-individuals, name, designation, PAN, UID, signature, residential address and photographs of persons authorized to deal in securities on behalf of company/firm/others			As per Annexure
Any other information			

<b>INTRODUCER DETAILS (optional)</b>	
Name of the Introducer	
	(Surname)                      (Name)                      (Middle Name)
Status of the Introducer	<input type="checkbox"/> Authorized Person <input type="checkbox"/> Existing Client
	<input type="checkbox"/> Others, please specify
Address and Phone No. of the Introducer	
Signature of the Introducer	

#### **DECLARATION**

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

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

✓ \_\_\_\_\_  
Signature of Client/ (all) Authorized Signatory (ies)

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

## Nomination Form

<b>FORTUNE INTERFINANCE LTD.</b>										<b>FORM FOR NOMINATION</b>																													
Regd. Off. : Flat No. 2 & 3, Ground Flr., 19, British India St., Kolkata - 700 069										(To be filled in by individual applying singly or jointly)																													
Date	D	D	M	M	Y	Y	Y	Y	Y	DP ID											Client ID																		
UCC	I/We wish to make a nomination. [As per details given below]																																						
<b>Nomination Details</b>																																							
I/We wish to make a nomination and do hereby nominate the following person(s) who shall receive all the assets held in my / our account in the event of my / our death.																																							
<b>Nomination can be made upto three nominees in the account</b>										<b>Details of 1st Nominee</b>										<b>Details of 2nd Nominee</b>										<b>Details of 3rd Nominee</b>									
<b>1 Name of the Nominee(s) (Mr./Ms.)</b>																																							
<b>2 Share of each Nominee</b> Equally [If not equally, please specify percentage]										%										%										%									
Any odd lot after division shall be transferred to the first nominee mentioned in the form.																																							
<b>3 Relationship with the Applicant (if any)</b>																																							
<b>4 Address of Nominee(s)</b> City / Place State & Country																																							
PIN Code																																							
<b>5 Mobile / Telephone No. of Nominee(s) #</b>																																							
<b>6 Email ID of Nominee(s) #</b>																																							
<b>7 Nominee Identification Details #</b> [Please tick any one of following and provide details of same] <input type="checkbox"/> Photograph & Signature <input type="checkbox"/> PAN <input type="checkbox"/> Aadhaar <input type="checkbox"/> Saving Bank A/c No. <input type="checkbox"/> Proof of Identity <input type="checkbox"/> Demat Account ID																																							
<b>Sr. Nos. 8-14 should be filled only if Nominee(s) is a minor</b>																																							
<b>8 Date of Birth {in case of minor nominee(s)}</b>																																							
<b>9 Name of Guardian (Mr./Ms.) {in case of minor nominee(s)}</b>																																							

**Name and Signature of Holder(s)\***

1 ✓

2 ✓

3 ✓

MANDATORY

<b>10 Address of Guardian(s)</b>			
City / Place State & Country			
PIN Code			
<b>11 Mobile / Telephone No. of Guardian #</b>			
<b>12 Email ID of Guardian #</b>			
<b>13 Relationship of Guardian with Nominee</b>			
<b>14 Guardian Identification Details #</b> [Please tick any one of following and provide details of same] <input type="checkbox"/> Photograph & Signature <input type="checkbox"/> PAN <input type="checkbox"/> Aadhaar <input type="checkbox"/> Saving Bank A/c No. <input type="checkbox"/> Proof of Identity <input type="checkbox"/> Demat Account ID			

	<b>Name(s) of holder(s)</b>	<b>Signature(s) of holder*</b>	<b>Witness</b>
Sole / First Holder (Mr./Ms.)			Signature_____
Second Holder (Mr./Ms.)			Name_____
Third Holder (Mr./Ms.)			Address_____
			_____
			_____

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

# Optional Fields (Information required at Serial nos. 5, 6, 7, 11, 12 & 14 is not mandatory).

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

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

## DECLARATION FORM FOR OPTING OUT OF NOMINATION

<b>FORTUNE INTERFINANCE LTD.</b>	Date	D	D	M	M	Y	Y	Y	Y
Regd. Office : Flat No. 2 & 3, Ground Floor 19, British India Street, Kolkata - 700 069	UCC								
Sole/First Holder Name									
Second Holder Name									
Third Holder Name									
<p>I / We hereby confirm that I / We do not wish to appoint any nominee(s) in my / our trading / demat account and understand the issues involved in non-appointment of nominee(s) and further are aware that in case of death of all the account holder(s), my / our legal heirs would need to submit all the requisite documents / information for claiming of assets held in my / our trading / demat account, which may also include documents issued by Court or other such competent authority, based on the value of assets held in the trading / demat account.</p>									
<b>Name and Signature of Holder(s)*</b>									
1 _____	2 _____	3 _____							

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

## ANNEXURE

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

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

Use additional sheets, if necessary.

## FOR OFFICE USE ONLY

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

	Documents verified with Originals	Client Interviewed By
Name of the Employee		
Employee Code		
Designation of the employee		
Date		
Signature		

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

\_\_\_\_\_  
**Signature of the Authorised Signatory**

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

**Seal/Stamp of the stock broker**

### INSTRUCTIONS / CHECK LIST

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

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

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

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

**MANDATORY**

## **POLICIES AND PROCEDURES**

### **A. Refusal of orders for penny stocks**

The typical “penny stock” is a very small company with highly illiquid and speculative shares. They trade at a relatively low price and market capitalization. The company’s policy is to classify the following stocks as “penny” stocks

- a. All stocks having current market price upto Rs.10.
- b. All stocks classified as Illiquid Securities as per Exchanges’ circulars from time to time.

An order for penny stock trading may be denied

1. If applicable exposure limit / market wide position limit / trading member position limit / client wise position limit will be exceeded.
2. If trading debarred / banned by any regulatory authority.
3. If trade pattern is objectionable (also includes frivolous, vexatious and malicious)
4. If otherwise not permissible under our Risk Management policy / Anti money laundering policy/ any other policy for the time being in force.
5. If 100% upfront margin is not paid or the securities are not to be delivered in Demat form.
6. Where circumstances appear to justify such action or on reasonable grounds.

We shall not be held liable for restricting / prohibiting trade in penny stocks at any time. Also the Client shall indemnify us in respect of any loss caused to us by virtue of the Client trading in penny stock.

### **B. Setting up Client’s Exposure limit**

Clients will be granted turnover and exposure limits on the basis of available deposits being sufficient to cover upfront margin requirements.

- a. Deposits to
  - include margins specifically deposited by the clients
  - include what is withheld from settlement obligations as margin on payout.
  - exclude what is ploughed back from margin to meet settlement obligation on payin.
- b. Deposits may be made available in the form of cash, FDR, BG, Margin pledge of securities / other acceptable collaterals.
- c. In case of cheques, they must come from client’s designated bank account only. Depending upon the circumstances, the Risk Manager will be at liberty to give benefit / credit for cheques only on realization of funds.
- d. Haircuts will be applicable on the non cash component (other than Cash / BG/ FDR) of deposits at rates specified by Exchanges from time to time.
- e. Cash and Non cash component (after haircut) of deposits must be maintained in a specified ratio. Any non cash component in excess of specified proportion of cash component will not be reckoned. This specified ratio will depend upon the Credit Rating of the client from Risk Manager.

In case of derivatives, Clients shall be allowed to trade only upto the applicable clientwise position limits set by the Exchanges / Regulators from time to time.

The exposure limits set by FIFL does not by itself create any right for the Client and are liable to be withdrawn at any time without notice and the client shall bear the loss on account of withdrawal of such limits. The client agrees to compensate FIFL in the event of FIFL suffering any loss, harm or injury on account of exposure given and / or withdrawn.

### **C. Applicable brokerage rate**

- a. Brokerage on option contracts will be charged on the Premium amount.
- b. Brokerage rates not to exceed 2.5% of the contract price exclusive of statutory levies.

Exclusions:

- o In case of options, brokerage shall not exceed higher of 2.5% of premium amount or Rs. 100 per lot.
- o Where sale / purchase value of a share is Rs.10/- or less, a maximum brokerage of 25 paise per share may be collected.
- c. Brokerage rate will be mutually decided before the onset of trading. Any change in future can only have prospective effect and must be effected in writing.

**D. Imposition of Penalty / Delayed Payment Charges**

Penalties will be levied on clients for :

- a. A violation by the client of the requirements / stipulations of Exchanges / any Regulatory Authority.
- b. His trading pattern been objectionable (includes disturbing fair price determination in the market or resorting to unfair trade practices).
- c. His suspension of information / providing false information.

Further, any penalty / fine / charge imposed on us by Exchanges / any Regulatory Authority shall be fully recoverable from the client and the client will have to bear the same.

Cheque Return Charges will be collected from Clients at actual.

Any relaxation of the penalty on a client will require the Board's specific approval which may grant the same depending on the circumstances on case to case basis. Any such relaxation in a case no way entitles any client to seek relaxation in the same circumstances, either then or in future.

Clients to note : Ignorance of law is no excuse at law.

**E. Right to sell clients' securities or close clients' positions, without giving notice to the client**

Any failure on part of a client to pay the whole of the margin deposit and/or settlement obligation requirements, within the time permitted by the Rules and Regulations of Exchanges/ Regulatory Authorities, will entitle us to, without any notice to the client :

1. Withdraw trading facility from the client.
2. Square off / close-out all or any part of outstanding positions of client forthwith or any time thereafter, at our discretion, to the extent possible, by placing at the Exchange, counter orders. Such close-out/ square off shall be limited to the extent of client's margin/ settlement obligations.
3. Sale all or any part of client's securities held in CUSA forthwith or any time thereafter at our discretion. Such close out shall be limited to the extent of client's margin / settlement obligations.
4. Invoke Margin Pledge.
5. Invoke BG / FDRs deposited with us.
6. Use other risk containment measures as may be deemed fit and appropriate under the circumstances.
7. Impose penalties / delayed payment charges / other disciplinary action fit and appropriate.

Though it will be our sincere effort to timely notify the client of the shortfall and give him reasonable time to make good the shortfall, this is a not a pre-condition to the exercise of the above rights, and the client should be aware of the timelines of meeting obligations himself.

The Risk Manager will consider the credit risk rating of the client and take all or any of above measures in a manner a man of just and reasonable mind would have done under the circumstances. The action shall be final and binding on the client and any profit / loss shall be borne by the client only.

In case of cheques, they must come from client's designated bank account only. Depending upon the circumstances, the Risk Manager will be at liberty to give benefit / credit for cheques only on realization of funds. He will be exclusively guided by a risk containment focus and protection of company's interest. Clients are therefore advised to keep sufficient margins well in advance.

We reserve the above right, however, we are not obliged to close clients' positions / sell clients' securities, and it shall be the continued responsibility of the client to make payments towards outstanding dues/ obligations and / or applicable margins to FIFL in time.

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

- a. When a ban of fresh position is in force in any security, no further position is allowed. In case a position has already been inadvertently taken, the existing position may be closed.
- b. In case of non-payment of dues – margin (which includes additional margins as and when levied) and settlement obligations (which includes daily MTM settlement of future contracts, final settlement of future contracts, premium settlement of option contracts, and exercise settlement of option contracts after commission, fees, and/or charges).
  - Margin requirement will be computed on a real-time basis.
  - Initial margin component is required on an upfront basis.
  - Depending upon the circumstances, the Risk Manager will be at liberty to give benefit / credit for cheques only on realization of funds.
- c. If we are in close-out mode for any reason / if we are disabled for any reason.
- d. If the trading pattern is objectionable (includes disturbing fair price determination in the market or resorting to unfair trade practices).
- e. In case violation of any directive / regulation/ laws / bye-laws of Exchanges / Other Regulatory Authorities will result or have resulted.
- f. Where the client is unable to provide funds / securities in a manner that can be transferred to the exchange immediately for pay-in / margin obligations.
- g. In the event of death or insolvency of the client or his / its otherwise becoming incapable of receiving / paying for any contracts which the client has ordered to be bought or sold, or of delivering or transferring securities.
- h. On failure to comply with any of the provisions relating to delivery, payment and settlement of deals or any failure to fulfill the terms and conditions subject to which the deal has been made.
- i. If applicable exposure limit / market wide position limit / trading member position limit / client wise position limit will be exceeded or has exceeded.
- j. In case of high market volatility, where the current margins of the clients with us does not cover the value at risk of the client.
- k. If otherwise not permissible under our Risk Management policy / Due diligence policy / Anti money laundering policy/ any other policy for the time being in force.
- l. Where circumstances appear to justify such action or on reasonable grounds.

Besides restricting further trades/ closing existing trades, other measures as may be deemed fit may further be taken.

Any profit / loss on closing out shall be borne by client only.

**G. Internal shortages of securities**

If securities are not received in our Pool A/c from the selling client before the pay in date but there is no failure to meet securities obligations towards the Exchange, i.e., there is an instance of internal shortage, the following procedure will be adopted.

1. There will be a buying-in of shares against the selling client through a "deemed auction" for the benefit of buying client. The buying-in shall be from the market and may be with or without the notice of the client.
2. If for any reason whatsoever there couldn't be a buying-in on T+1 day, the shares will be deemed to be closed on T+1 day using the following valuation:

Higher of :

- a. Highest price from the 1st day of the relevant trading period till the date of close out.
- b. Closing price on the auction day (T+1) plus 5%.

The selling client will be debited for “deemed auction” price / “close out” price. In case of close out, the buying client shall be credited for the close-out price.

Any loss of corporate benefit to the buyer of the securities shall be recovered from the defaulting seller’s account.

#### **H. Temporarily suspending or closing a client’s account at the client’s request**

A client may give a written request for temporarily suspending/ closing his account. The request for suspension shall be processed within a maximum of 2 working days & request for closure of account shall be processed within 30 days from the date of receipt of such request, provided:

- a. He doesn’t owe us any money across all segments / Exchanges on any account.
- b. There are no outstanding / open positions of the client.

During such suspension, the client will not be in a position to trade with us. The suspension may be revoked by a request in writing from the client. This request will be processed within a maximum of 7 working days from the receipt of the request provided:

- a. He fulfills latest KYC standards applicable then.
- b. He provides any additional information that may be required by us / Regulatory Authorities then.
- c. He has not been debarred from trading by any Authority meanwhile.
- d. His conduct, till date, has been fair, honourable and just.

Notwithstanding any such suspension / closure, all rights, liabilities and obligations of the parties arising out of or in respect of transactions entered into prior to such closure / suspension shall continue to subsist and binding on the client.

#### **I. Deregistering a client**

Deregistering a client shall mean complete termination of his trading agreement (irrespective of segment / exchange) with us. Once deregistered, a client will not be entertained back for fresh registration for atleast 1 year.

Deregistration can be initiated on client’s specific written request provided full and final settlement of all his accounts with us both for funds and securities have been effected.

Deregistration can also be initiated by us in the following situations :

1. He is guilty of breach of terms and conditions of the Member Client Agreement.
2. If he is guilty of contravention, non-compliance, disobedience, disregard or evasion of any of the Bye laws, Rules and Regulations of the Exchange / Clearing Corporation / Other Regulatory Authorities or of any of their Resolutions, Orders, Notices, Discretions, decisions or rulings.
3. If he is guilty of any conduct, proceeding or method of business which is deemed dishonourable, disgraceful or inconsistent with just and equitable principles or detrimental to the interests of Fortune Interfinance Ltd. or prejudicial or subversive to its objects and purposes.
4. His financial condition is found to be unsatisfactory to the extent that he cannot be permitted to do business with safety to ourselves.
5. He is otherwise not incapacitated to deal in securities / derivatives contracts.

Such deregistration shall not affect our rights against such client to recover any dues against him, i.e., our right as a creditor shall remain unaffected. Also the deregistered client shall be bound to fulfill deals and obligations outstanding at the time of his deregistration.

The above Policies and Procedures are subject to change / updation from time to time. The updated Policies and Procedures shall be posted on the website [www.fifl.co.in](http://www.fifl.co.in). Clients are requested to refer to the updated Policies and Procedures and abide by the same.

## TARIFF SHEET

### A. BROKERAGE

	%	Min. Paisa	Min. Per Lot
<b>1. Capital Market Segment</b>			
Square up Brokerage			Not Applicable
Delivery Brokerage			Not Applicable
<b>2. Futures &amp; Options Segment</b>			
Brokerage in Futures			
Brokerage in Options			

### LIST OF CHARGES ON ACTUAL BASIS

#### B. OTHER CHARGES

- |                                 |   |
|---------------------------------|---|
| 1. GST on Brokerage             | 6. Investor Protection Fund   |
| 2. GST on Turnover Charges      | 7. Securities Transaction Charges   |
| 3. GST on Delay Payment Charges | 8. Minimum Processing Fees, in case of Brokerage being less than Rs.25 in total Brokerage booked on a particular date for particular segment. |
| 4. Stamp Duty                   |   |
| 5. SEBI Turnover Charges        |   |

✓

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

SCORES URL Link : <https://scores.gov.in/scores/Welcome.html>

#### **Filing compliant on SCORES - Easy & Quick**

- a. Register on SCORES portal
- b. Mandatory details for filing complaints on SCORES
  - i. Name, PAN, Address, Mobile Number, E-mail ID
- c. Benefits:
  - i. Effective Communication
  - ii. Speedy redressal of the grievances

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

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

To

**FORTUNE INTERFINANCE LTD.**

Flat No. 2 & 3, Ground Floor

19, British India Street, Kolkata - 700 069

Dear Sir,

1. With reference to my/our trading account opened with you, I/we request you to maintain a running account for funds on my/our behalf without settling the account on settlement of each transaction. As required by SEBI Circular, my/our funds at EOD shall be upstream to CC/CM on daily basis. Further, any request made for release of funds shall be processed within same day if request is made by 2 p.m. and on the next trading day, if request is received after 2 p.m.
2. I/we understand and agree that no interest will be payable to me/us on the funds 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 **Fortune Interfinance 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. Excess margins deposited towards one exchange / segment may be adjusted, on a running basis towards margin requirement / debit balance in same / other exchange / segment, where I/we have the client account.
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 deposit my / our funds deposited as margin to exchange / Clearing Corporation.
7. I/we may revoke the authorisation at any time by giving a written notice.
8. I/we also agree that the actual settlement of fund and securities shall be done by us, at least once in a quarter or month, as preference given below and the statement of account for the same will be provided to me by **Fortune Interfinance Ltd.**
9. I/we agree that fund given towards collaterals/margins in form of bank guarantee (BG) / Fixed Deposit Receipts (FDR) may not be periodically settled.
10. I/we agree that (a) in respect of derivatives market transactions, the Trading Member may retain funds calculated in the manner specified below :
  - i) Entire pay-in obligation of funds outstanding at the end of the day on date of settlement, across all segments.
  - ii) Member may retain 50% of End Of the Day (EOD) margin requirement as cash margin, excluding the margin on consolidated crystallised obligation/MTM.
  - iii) Apart from 50% Cash Margin mentioned in Point No. 10(ii) above, Member may also retain 225% of EOD Margin (which includes additional 125% Margin) reduced by 50% Cash Margin and the value of securities (after applying appropriate haircut) accepted as collateral from the Clients by way of 'margin pledge' created in the Depository System for the purpose of margin and value of commoditized (after applying appropriate haircut). The margin liability shall include the End Of the Day Margin requirement in all the segments across Exchanges excluding the margin on consolidated crystallised obligation/MTM. The margin liability may also include the margin collected by the Member from its Clients as per the Risk Management Policy as informed to the Clients.
11. I/we agree/understand that there shall be no inter-client adjustment for the purpose of settlement of the running account.
12. I/we shall bring any dispute arising from the statement of account or settlement so made to the Notice of the Trading Member preferably **within 30 working** days from the date of receipt of funds / securities or statement as the case may be.

### **PREFERENCE OF CLIENT FOR SETTLEMENT OF RUNNING ACCOUNT (FUNDS)**

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

Thanking you,

Yours truly,

✓ \_\_\_\_\_

Signature of the Client

**VOLUNTARY**

## MANDATE FOR ELECTRONIC COMMUNICATION

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

To  
**FORTUNE INTERFINANCE LTD.**  
Flat No. 2 & 3, Ground Floor  
19, British India Street  
Kolkata - 700 069

Sir,

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 Email ID(s) :

<b>E-mail Id (a)</b> _____ <b>(Primary - compulsory)</b>	✓ _____ <b>Signature of Client</b>
<b>(b)</b> _____ <b>(Alternate - optional)</b>	✓ _____ <b>Signature of Client</b>

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 ID 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 Email ID shall be communicated to you in writing through a physical letter.

Kindly take the above into your record and oblige.

Thanking you,

Yours truly,

✓ \_\_\_\_\_  
Signature of Client

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

**AUTHORITY TO PLACE ORDER / TRADE ON BEHALF OF THE CLIENT**

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

To  
**FORTUNE INTERFINANCE LTD.**  
Flat No. 2 & 3, Ground Floor  
19, British India Street  
Kolkata - 700 069

Dear Sir,

**Sub : Authority to trade on my behalf**

This is with respect to my UCC \_\_\_\_\_.

I/We hereby authorize the following person(s) to trade/transact in my above mentioned account on behalf of me.

Sl. No.	Name of Person Authorized to trade on behalf of client	Relationship (if any)
1.	_____	_____
2.	_____	_____
3.	_____	_____
4.	_____	_____
5.	_____	_____

I/We hereby understand the risk associated with authorizing other people to trade in my account and hereby declare that at no point would I hold Fortune Interfinance Ltd. (FIL) liable for any loss which I/ we may incur due to trades done by the above mentioned authorized persons.

I/We undertake that this authorization shall remain in force unless a written revocation is submitted by me to FIL in advance.

Thanking you,

Yours truly,

✓ \_\_\_\_\_  
Signature of Client

## LETTER OF AUTHORITY

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

To  
**FORTUNE INTERFINANCE LTD. (FIFL)**  
Flat No. 2 & 3, Ground Floor  
19, British India Street  
Kolkata - 700 069

With reference to my/our registration as your client for trading in NSE and BSE, I / We hereby unconditionally and irrevocably undertake and agree that :

1. Excess Margins deposited towards one exchange/segment may be adjusted, on a running basis, towards margin requirement/debit balance in same / other exchange/segment where I/We have the client account.
2. If I/We fail to make payment of consideration to FIFL in respect of anyone or more securities purchased by me/ us before the pay-in date notified by the exchange from time to time, FIFL 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 my/our credit, by selling equivalent securities at any time on the Exchange. I/We agree that the loss, if any, on account of such sale shall be to my/our account.
3. If I/We fail to deliver any one or more securities to FIFL's pool account in respect of the securities sold by me/ us before the pay-in date notified by the Exchange from time to time, such undischarged obligation in relation to delivering anyone or more securities shall be deemed to have been closed out at the auction price or close-out price, on the date of pay-out in respect of the relevant securities, declared by the Exchange. I / We further agree that the loss, if any, on account of the close out shall be to my/ our account.
4. To accept my/our order placement / modification / cancellation verbally and confirm about the same verbally. Hence, FIFL is advised not to send me/us any order confirmation / cancellation / modification / trade confirmation slip, etc.
5. All the trades done by me/us through you shall be completely on my/our behalf and I/We undertake that I/We shall not act as an unregistered Authorised Person of Fortune Interfinance Ltd.

Thanking you

Yours truly,

✓ \_\_\_\_\_

Signature

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

To  
**FORTUNE INTERFINANCE LTD.**  
 Flat No. 2 & 3, Ground Floor  
 19, British India Street  
 Kolkata - 700 069

**DECLARATION IN CASE OF SAME MOBILE NUMBER AND / OR E.MAIL ID FOR DIFFERENT CLIENTS**

[Please tick (✓) wherever applicable]

Client ID		Date	
Name of account Holder			
<input type="checkbox"/> Mobile Number			
<input type="checkbox"/> Email ID			
I hereby declare that the aforesaid mobile number or E-mail ID belongs to <input type="checkbox"/> Me or <input type="checkbox"/> My family (spouse, dependent children and dependent parents).			
Signature of account holder	✓		
Name of account Holder			

Client ID		Date	
Name of account Holder			
<input type="checkbox"/> Mobile Number			
<input type="checkbox"/> Email ID			
I hereby declare that the aforesaid mobile number or E-mail ID belongs to <input type="checkbox"/> Me or <input type="checkbox"/> My family (spouse, dependent children and dependent parents).			
Signature of account holder	✓		
Name of account Holder			

Client ID		Date	
Name of account Holder			
<input type="checkbox"/> Mobile Number			
<input type="checkbox"/> Email ID			
I hereby declare that the aforesaid mobile number or E-mail ID belongs to <input type="checkbox"/> Me or <input type="checkbox"/> My family (spouse, dependent children and dependent parents).			
Signature of account holder	✓		
Name of account Holder			

## CONSENT LETTER FOR EMAIL AND MOBILE ALERT FACILITIES

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

To  
**FORTUNE INTERFINANCE LTD.**  
Flat No. 2 & 3, Ground Floor  
19, British India Street  
Kolkata - 700 069

Sir,

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

Email Facility	Service Required - YES <input type="checkbox"/> NO <input type="checkbox"/>
Email ID	
Owned by - Name	
- PAN Number*	
Relationship with Client	
Signature of the Client	✓
SMS Facility	Service Required - YES <input type="checkbox"/> NO <input type="checkbox"/>
Mobile Number	
Owned by - Name	
- PAN Number*	
Relationship with Client	
Signature of the Client	✓

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

In this regards we state the following :

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

✓ \_\_\_\_\_  
Signature of Client

**VOLUNTARY**

**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 **Fortune Interfinance 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 **Fortune Interfinance Ltd.**, before the due date as prescribed by **Fortune Interfinance Ltd.** :

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

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

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

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

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

I/We hereby declare that I/We am/are beneficial owner of the Trading / On-line account opened with , and that I/We am/are investing my/our own funds with **Fortune Interfinance Ltd.**

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

**For Office use only :**

Risk categorisation of client as per PMLA, 2002 :

High Risk  Medium Risk  Low Risk

Verified by : \_\_\_\_\_

Authorised & Approved by : \_\_\_\_\_

## 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 **Fortune Interfinance Ltd.**, Member of National Stock Exchange of India Ltd. (NSE) and BSE Limited (BSE) for the purpose of dealing in Cash Segment and F&O 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 **Fortune Interfinance 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.

## **DECLARATION OF ULTIMATE BENEFICIAL OWNERSHIP**

(Mandatory For Non-Individuals)

Investor Name \_\_\_\_\_ PAN \_\_\_\_\_

### **Part I - LISTED COMPANY / ITS SUBSIDIARY COMPANY [If applicable, Part II Not Applicable]**

We hereby declare that the Applicant/ Owner of the controlling interest in the applicant

- is a Company listed on a Stock Exchange
- is a majority-owned subsidiary of a Company listed on a Stock Exchange

Name of the holding/ parent company (with % share) \_\_\_\_\_

Name of such Listed Company (if not the Applicant itself) \_\_\_\_\_

Stock Exchange where listed \_\_\_\_\_ Security ISIN \_\_\_\_\_

### **Part II - OTHER THAN LISTED COMPANY / ITS SUBSIDIARY COMPANY**

Name & Address of the Ultimate Beneficial Owner [UBO]	PAN or any other identification proof where PAN not applicable	Country of tax residency	% of beneficial interest in the Applicant	Whether Politically Exposed?	UBO Code (see instruction next page)
(1)					
(2)					
(3)					

If UBO is already KYC compliant, KYC complied proof to be enclosed. Else PAN or any other valid identity proof and address proof must be attached (self certified by the UBO and certified by the Applicant)

### **Part III - DECLARATION**

<p>We understand that Fortune Interfinance Ltd. is relying on this information for the purpose of determining the beneficial ownership of the account. We certify that the information we provided on this form is true and complete to the best of our knowledge and belief. We agree to submit a new form within 30 days if any information or certification on this form gets changed.</p>	<p style="text-align: center;">_____</p> <p style="text-align: center;">Authorised Signatory [with seal]</p> <p>Date : _____ Place : _____</p>
---	--

**In case the above information is not provided, it will be presumed that applicant is the ultimate beneficial owner, with no declaration to submit.**

## **GENERAL INFORMATION & INSTRUCTIONS**

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

Ultimate Beneficiary Owner [UBO]:

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

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

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

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

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

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

### **UBO Code Description**

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

## FATCA/CRS DECLARATION FORM - FOR INDIVIDUAL

**Applicant Name** \_\_\_\_\_

**PART I** - Please fill in the country for each of the following :

1. Country of :

- a) Birth \_\_\_\_\_ b) Citizenship \_\_\_\_\_  
c) Residence for Tax Purposes \_\_\_\_\_

2. US Person\* :  Yes  No

**PART II** - Please note :

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

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

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

(i) Under penalty of perjury, I/we certify that :

1. The applicant is (i) an applicant taxable as a US person under the laws of the United States of America ("U.S.") or any state or political subdivision thereof or therein, including the District of Columbia or any other states of the U.S., (ii) an estate the income of which is subject to U.S. federal income tax regardless of the source thereof. **(This clause is applicable only if the account holder is identified as a US person)**
2. The applicant is an applicant taxable as a tax resident under the laws of country outside India. **(This clause is applicable only if the account holder is a tax resident outside of India)**

(ii) I/We understand that Fortune Interfinance Ltd. is relying on this information for the purpose of determining the status of the applicant named above in compliance with FATCA/CRS. Fortune Interfinance Ltd. is not able to offer any tax advice on CRS or FATCA or its impact on the applicant. I/we shall seek advice from professional tax advisor for any tax questions.

(iii) I/We agree to submit a new form within 30 days if any information or certification on this form becomes incorrect.

(iv) I/We agree that as may be required by domestic regulators/tax authorities Fortune Interfinance Ltd. may also be required to report, reportable details to CBDT or close or suspend my account.

(v) I/We certify that I/we provide the information on this form and to the best of my/our knowledge and belief the certification is true, correct, and complete including the taxpayer identification number of the applicant.

Signature : \_\_\_\_\_

Name : \_\_\_\_\_ Date (DD/MM/YYYY) : \_\_\_\_\_

**PART IV - Self-Certification :**

To be filled only if-

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

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

---

Signature

Document Proof submitted (Please tick document being submitted)

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

---

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

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

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

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

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

## FATCA/CRS DECLARATION FORM - FOR NON-INDIVIDUAL

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

### **PART I**

- A. Is the account holder a Government body/International Organization/listed company on recognized stock exchange:  
 Yes  No

*If "No", then proceed to point B. If "yes" please specify name of stock exchange, if you are listed company \_\_\_\_\_ and proceed to sign the declaration.*

- B. Is the account holder a (Entity/Financial Institution) tax resident of any country other than India :  Yes  No

*If "yes", then please fill of FATCA/ CRS Self certification Form. If "No", proceed to point C.*

- C. Is the account holder an Indian Financial Institution :  Yes  No

*If "yes", please provide your GIIN, if any \_\_\_\_\_. If "No", proceed to point D.*

- D. Are the Substantial owners or controlling persons in the entity or chain of ownership resident for tax purpose in any country outside India or not an Indian citizen :  Yes  No

*If "yes", (then please fill FATCA/ CRS self-certification form)). If "No", proceed to sign the declaration.*

### **CUSTOMER DECLARATION**

( ) Under penalty of perjury, I/we certify that :

1. The applicant is:

- (i) An applicant taxable as a US person under the laws of the United States of America ("U.S.") or any state or political subdivision thereof or therein, including the District to Columbia or any other states of the U.S.,
- (ii) An estate the income of which is subject to U.S. federal income tax regardless of the source thereof. **(This clause is applicable only if the account holder is identified as a US person)**

2. The applicant is an applicant taxable as a tax resident under the laws of country outside India.

- (i) I/We understand that Fortune Interfinance Ltd. is relying on this information for the purpose of determining the status of the applicant named above in compliance with FATCA/CRS. Fortune Interfinance Ltd. is not able to offer any tax advice on FATCA/CRS or its impact on the applicant. I/we shall seek advice from professional tax advisor for any tax questions.
- (ii) I/We agree to submit a new form within 30 days if any information or certification on this form becomes incorrect.
- (iii) I/We agree that as may be required by domestic regulators/tax authorities Fortune Interfinance Ltd. may also be required to report, reportable details to CBDT or close or suspend my account.
- (iv) I/We certify that I/we provide the information on this form and to the best of my/our knowledge and belief the certification is true, correct, and complete including the taxpayer identification number of the applicant.

Name of the Entity \_\_\_\_\_

Signature 1 \_\_\_\_\_ Signature 2 \_\_\_\_\_

Signature 3 \_\_\_\_\_ ( As per MOP)

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

**PART II**

**Self-Certification Form (Entity) for Foreign Account Tax Compliance Act (“FATCA”) and Common Reporting Standards(CRS)**

**Section 1 : Entity information**

Name of Entity \_\_\_\_\_

Customer id (if existing) \_\_\_\_\_ Entity Constitution Type \_\_\_\_\_

Entity Identification type :  Tax Identification Number (TIN)  US GIIN  Company Identification Number  
 Global Entity Identification Number (EIN)  Other

Entity Identification No. \_\_\_\_\_

Entity Identification issuing country \_\_\_\_\_ Country of Residence for tax purpose \_\_\_\_\_

**Section 2 : Classification of Non-Financial entities**

I/We (on behalf of the entity) certify that the entity is:

a) An entity incorporated and taxable in US (Specified US person) :  Yes  No

*If “Yes”, please provide your U.S. Taxpayer Identification Number (TIN)* \_\_\_\_\_

b) An entity incorporated and taxable outside of India (other than US) :  Yes  No

*If “Yes”, please provide your TIN or its functional equivalent* \_\_\_\_\_

*Provide your TIN issuing country* \_\_\_\_\_

c) *Please provide the following additional details if you are not a Specified US Person :*

**FATCA / CRS classification for Non-financial entities (NFFE)**

Active NFFE  Passive NFFE without any controlling Person

Passive NFFE with Controlling Person(s) : US  Others

Direct Reporting NFFE (Choose this if any entity has registered itself for direct reporting for FATCA and thus Fortune Interfinance Ltd. is not required to do the reporting)

Please provide GIIN number : \_\_\_\_\_

**Section 3 : Classification of financial institutions (including Banks)**

I/We (on behalf of the entity) certify that the entity is :

a. An entity is a U.S. financial institution :  Yes  No

*If “Yes”, (i) Please provide your Taxpayer Identification Number (TIN)*

*(ii) Please provide GIIN, if any* \_\_\_\_\_

*If “No”, please tick one of the following boxes below :*

**FATCA classification**

**Please provide the Global Intermediary Identification number (GIIN) or other information where**

Reporting Foreign Financial Institution in a Model 1 Inter-Governmental Agreement (“IGA”) Jurisdiction \_\_\_\_\_

Reporting Foreign Financial Institution in a Model 2 IGA Jurisdiction \_\_\_\_\_

Participating FFI in a Non-IGA Jurisdiction \_\_\_\_\_

Non-reporting FI \_\_\_\_\_

Non-Participating FI \_\_\_\_\_

Owner-Documented FI with specified US owners \_\_\_\_\_

**Section 4 : Controlling person declaration**

If you are classified as “Passive NFFE with Controlling Person(s)” or “Owner documented FFI” or “Specified US person”, please provide the following details:

Name of controlling person	Correspondence Address	Country of residence for tax purpose	TIN	TIN issuing country	Controlling person type

Details	Controlling person 1	Controlling person 2	Controlling person 3	Controlling person 4	Controlling person 5
Identification Type					
Identification Number					
Occupation Type					
Occupation					
Birth Date					
Nationality					
Country of Birth					

**Section 5 : Declaration**

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

**I/We hereby confirm that details provided are accurate, correct and complete**

\_\_\_\_\_  
 Authorized Signatories and Company Seal (if applicable)

Name \_\_\_\_\_ Date (DD/MM/YYYY) \_\_\_\_\_

## **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?

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

### What are suspicious transactions?

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

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

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

### POLICY/DECLARATION ON AML/CFL

SI.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.

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

From :

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

To

**FORTUNE INTERFINANCE LTD.**

Flat No. 2 & 3, Ground Floor

19, British India Street

Kolkata - 700 069

**Ref. : Acknowledgement for the receipt of documents**

Dear Sir,

This is to acknowledge and declare that

- I/We have received a photocopy of the KYC (full booklet), duly executed with you, to my/our satisfaction including my / our Unique Client Code (Trading Code).
- I/We have ( Physically  Electronically) received, read and understood the Rights & Obligations, Risk Disclosure Documents, Guidance Note.
- I/We have received, read and understood the Policies and Procedures.
- The email id noted with you (for ECN and other purposes) is correct.

Thanking you,

Yours truly,

✓ \_\_\_\_\_

Signature of the Client

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