

Sr. No.

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

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

DP ID: 12025500



# Wellworth

**Lead you to achieve financial goal**



## **CLIENT REGISTRATION KIT**

**BSE / NSE / MSEI / CDSL**

(Individual / Sole Proprietor / NRI)

## INSTRUCTIONS FOR FILLING UP AND COMPLETING THE ACCOUNT OPENING DOCUMENTS:

1. Please provide all the information asked in the form and attach copies of the documents required.
2. In case of any correction in the form - Sign next to the correction done & Sign has to match the original signature.
3. Please produce original documents for verification at the time of form submission.
4. Certain additional Annexures are incorporated in order to ensure smooth functioning of Trading facilities / services offered by the Trading Member and these facilities are voluntary and client needs to read the same carefully before signing.
5. The information given here would be confidential. However, if the information is required by SEBI, by any Stock Exchange or by any government agency it may be given to them.
6. Signature Guide
  - a) Signature of Client / First Holder ☺
  - b) Signature of the Introducer ⌘
  - c) Signature of Nominee ⊗
  - d) Signature of Guardian ☹
  - e) Signature of the Witness of the Client ✍
  - f) Signature of the Witness of Member / DP / Authorized signatory ✍
  - g) Signature of member / DP / Authorised Signatory 👍
  - h) Signature of In Person Officer 🖐

### Proof of Identify and Proof of Address is compulsory for all holders in the Account.

Documents that can be furnished for proof of Identity and Correspondence Addresses.

#### Proof of Identify (Any one):

- 1) Passport
- 2) Driving License
- 3) Aadhar Card
- 4) Voter ID Card
- 5) PAN Card

#### Proof of Address (Any one):

- 1) Ration Card
- 2) Voter ID Card
- 3) Driving License
- 4) Passport
- 5) Bank Passbook
- 6) Aadhar Card
- 7) Bank Statement (not more than four months old)
- 8) Photocopy of Bank Statement should be duly signed and stamped by Bank.
- 9) Electricity Bill / Telephone Bill (not more than 3 months old)
- 10) Leave and License Agreement / Agreement for sale.

### ADDITIONAL DOCUMENTS:

#### 1) For trading in Derivative Segment proof of financial details required. (Any one of the following)

- a) Copy of acknowledgment of latest Income Tax Return.
- b) Copy of annual Accounts
- c) Net-worth Certificate
- d) Bank account statement for last six months.
- e) Copy of DEMAT holding statement.
- f) In case of Salaried persons Latest Salary Slip and Form 16 copy.
- g) Any other relevant documents substantiating ownership of assets.
- h) Self declaration along with relevant supporting.

#### 2) For NRI Clients only (NRI Clients need to provide ALL of the following documents and details.)

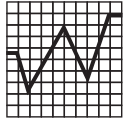
- a) Details of Indian Address and Foreign Address along with proof.
- b) Copy of Passport (validity remains atleast 6 months).
- c) Copy of RBI approval / PIS Letter for dealing in securities market.
- d) Certified true copy of POA duly notarized.
- e) Bank verification Letter / Cheque Leaf indicating type of accounts as NRI / NRE / NRO.
- f) If a person is not able to get the document in original then, photocopies of all the KYC document / proof and PAN card are attested by the indian embassy / consulate general / notary public / any court / magistrate / local banker in the country where the NRI resides.

#### 3) For Sole Proprietorship

Additionally a declaration on the letterhead of the firm as per format enclosed in Model Format 1 is required.

### NOTE

- Please ensure that all the above mentioned documents are submitted along with the form fully complete with signatures.
- Please provide clear copies of the documents.
- Please note that no other proof other than mentioned above would be accepted.
- In case the applicant is a spouse / child, where proof of address is in the name of spouse / parent, then the document such as Ration Card evidencing their relationship should be submitted.
- Please strike off whichever part of the application is not applicable to you.



# Wellworth

Lead you to achieve financial goal

Dear Investors

We thank you for choosing **Wellworth Share & Stock Broking Ltd.** for all your Investment needs. We value your decision and assure you that we will strive to assist you in best possible manner for all your investment related needs.

We enclose herewith “KYC” (Know Your Client) form and other documents for the respective Stock Exchanges for executions. Kindly note that all the enclosed documents (except voluntary) are prescribed by the respective regulatory authorities. The voluntary documents will ensure the smooth functioning in mutual interest.

We would also urge you to provide us with your email address and mobile number in the KYC. The email address is required so that your accounts and contract information can be sent to you electronically without any delay. As soon as your accounts get opened you would receive Welcome letter through email and hard copy will be sent to you through courier.

We request the Online Trading clients to keep the password confidential.

We thank you once again,

Yours faithfully

**For Wellworth Share & Stock Broking Ltd.**

**BHAVESH R. MEHTA**  
(Managing Director)

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## WELLWORTH SHARE AND STOCK BROKING LTD.




MEMBERS: • BSE • NSE • CDSL • MSEI

501, AKRUTI ORION, 5TH FLOOR, SHRADDHANAND ROAD, VILE PARLE (EAST), MUMBAI - 400 057. INDIA  
Tel.: 91-22-6715 9000 (100 Lines) • Fax: 91-22-6715 9090 • E-mail: [contact@wellworthgroup.co](mailto:contact@wellworthgroup.co) • Website: [www.wellworthgroup.co](http://www.wellworthgroup.co)

**FOR OFFICE USE ONLY**

UCC Code allotted to the Client:

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

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

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

For **WELLWORTH SHARE AND STOCK BROKING LTD.** (Originals verified) True copies of documents received (Self-Attested) Self Certified Document copies received**(Signature of Authorised Signatory)**

Date \_\_\_\_\_

Seal/Stamp of the Stock Broker

**INSTRUCTIONS/ CHECK LIST**

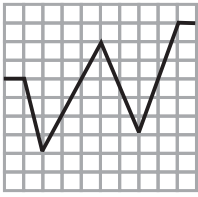
1. Additional documents in case of trading in derivatives segments - illustrative list:

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.

- 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.
- Demat master or recent holding statement issued by DP bearing name of the client.
- For individuals:
  - Stock broker has an option of doing 'in-person' verification through web camera at the branch office of the stock broker/authorised person's office.
  - 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.

BRANCH CODE _____
RM CODE _____
REMISER / BDA CODE _____
PHYSICAL CONTRACT NOTE <input type="checkbox"/> YES <input type="checkbox"/> NO
ON-LINE TRADING <input type="checkbox"/> YES <input type="checkbox"/> NO

BROKERAGE SLAB	
EXCHANGE-SEGMENT	BROKERAGE
BSE - CASH	
BSE - F&O	
NSE - CASH	
NSE - F&O	
NSE - CURRENCY	
NSE - SLB	
MSEI - CASH	
MSEI - F&O	
OTHERS	



# WELLWORTH SHARE AND STOCK BROKING LTD.

## Registered / Correspondence Office:

501, Akruiti Orion, Shraddhanand Road, Vile Parle (East), Mumbai - 400 057. INDIA

Tel.: 022 - 6715 9000 to 9100 • Fax : 91 - 22 - 6715 9090

Email: [contact@wellworthgroup.co](mailto:contact@wellworthgroup.co) • Website: [www.wellworthgroup.co](http://www.wellworthgroup.co)


**MEMBER OF :** • National Stock Exchange of India Ltd. (NSE) Member Code: 10557 • BSE Limited (BSE) Member Code: 0106  
• Metropolitan Stock Exchange of India Ltd. (MSEI) • Central Depository Services (India) Ltd. (CDSL) Member Code: 25500

	Compliance Officer Name	Phone No.	Email id
<b>Trading</b>	Mr. Bhavesh R. Mehta	022-67159000	bhavesh.mehta@wellworthgroup.co
<b>Demat</b>	Mr. Dharmesh R. Shah	022-67159000	dharmesh.shah@wellworthgroup.co

CEO Name	Phone No.	Email id
Mr. Bhavesh R. Mehta	022-67159000	bhavesh.mehta@wellworthgroup.co

For any grievance/dispute please contact stock broker **WELLWORTH SHARE AND STOCK BROKING LTD.** at the above address or email id - [cdslgrievance@wellworthgroup.co](mailto:cdslgrievance@wellworthgroup.co) and Phone no. **91-22-67159000**. In case not satisfied with the response, please contact the concerned exchange(s) as given below:

Exchange	Email Id / Website	Phone No.
BSE Limited	<a href="mailto:is@bseindia.com">is@bseindia.com</a>	+91 22 2272 8097
National Stock Exchange of India Ltd.	<a href="mailto:ignse@nse.co.in">ignse@nse.co.in</a>	1800-22-0058
Metropolitan Stock Exchange of India Ltd.	<a href="mailto:investorcomplaints@msei.in">investorcomplaints@msei.in</a>	+91 22 6112 9000 (Ext. 9028)
Central Depository Services (India) Ltd.	<a href="mailto:complaints@cdslindia.com">complaints@cdslindia.com</a>	+91 22 2272 3333
SEBI SCORES	<a href="https://scores.gov.in/scores/Welcome.html">https://scores.gov.in/scores/Welcome.html</a>	1800 266 7575

Member of	Segment	SEBI Regd. No.	Date	Please affix & Sign Across Passport Size Photograph Only 
BSE Limited	CASH	INZ000261433	23-05-2019	
BSE Limited	F&O			
National Stock Exchange of India Ltd.	CASH			
National Stock Exchange of India Ltd.	F&O			
National Stock Exchange of India Ltd.	CURRENCY			
Metropolitan Stock Exchange of India Ltd.	CASH			
Metropolitan Stock Exchange of India Ltd.	F&O			
National Stock Exchange of India Ltd.	SLB	--	--	
Central Depository Services (India) Ltd.	D.P	IN-DP-489-2020	14-05-2001	
BSE Star MF	MUTUAL FUND	ARN-6735	--	

### **SELF CLEARING MEMBER** **NSE CASH AND F&O,**

**WELLWORTH SHARE AND STOCK BROKING LTD. (SEBI Reg. No. INZ000261433)**  
501, Akruiti Orion, Shraddhanand Road, Vile Parle (East), Mumbai - 400 057.

### **CLEARING MEMBER** **NSE CURRENCY**

**STOCKHOLDING CORPORATION OF INDIA LIMITED (SEBI Reg. No. INZ00241237)**  
301, Centre Point, Dr. Babasaheb Ambedkar Road, Parel, Mumbai -400012.

## INDEX

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		B. Document captures the additional information about the constituent relevant to Trading and Demat Account and an Instruction / check list.	
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**CENTRAL KYC REGISTRY | Know Your Customer (KYC) Application Form | Individual**



**Important Instructions:**

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

**For office use only**

(To be filled by financial institution)

Application Type\*  New  Update

KYC Number  (Mandatory for KYC update request)

Account Type\*  Normal  Simplified (for low risk customers)  Small

**1. PERSONAL DETAILS** (Please refer instruction **A** at the end)

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

**PHOTO**

Please affix & Sign Across  
Passport Size  
Photograph

Signature / Thumb  
Impression

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

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

ISO 3166 Country Code of Jurisdiction of Residence\*

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

Place / City of Birth\*  ISO 3166 Country Code of Birth\*

**3. PROOF OF IDENTITY (PoI)\*** (Please refer instruction **C** at the end)

(Certified copy of any one of the following Proof of Identity[PoI] needs to be submitted)

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

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

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

(Certified copy of any one of the following Proof of Address [PoA] needs to be submitted)

Address Type\*  Residential / Business  Residential  Business  Registered Office  Unspecified

Proof of Address\*  Passport  Driving Licence  UID (Aadhaar)  
 Voter Identity Card  NREGA Job Card  Others  please specify  
 Simplified Measures Account - Document Type code

**Address**

Line 1\*

Line 2

Line 3  City / Town / Village\*

District\*  Pin / Post Code\*  State / U.T Code\*  ISO 3166 Country Code\*

4.2 CURRENT / PERMANENT / OVERSEAS ADDRESS DETAILS (Please see instruction D at the end)

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

(Certified copy of any one of the following Proof of Address [PoA] needs to be submitted)

Address Type\*  Residential / Business  Residential  Business  Registered Office  Unspecified  
Proof of Address\*  Passport  Driving Licence  UID (Aadhaar)  Voter Identity Card  NREGA Job Card  Others   
 Simplified Measures Account - Document Type code

**Address**

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

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

Same as Current / Permanent / Overseas Address details  Same as Correspondence / Local Address details

Line 1\*   
Line 2   
Line 3  City / Town / Village\*   
State\*  ZIP / Post Code\*  ISO 3166 Country Code\*

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

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

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

Addition of Related Person  Deletion of Related Person  KYC Number of Related Person (if available\*)

Related Person Type\*  Guardian of Minor  Assignee  Authorized Representative  
Prefix First Name Middle Name Last Name  
Name\*      
(If KYC number and name are provided, below details of section 6 are optional)

7. REMARKS (If any)

**8. APPLICANT DECLARATION**

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

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

Date : -- Place :

[Signature / Thumb Impression]

Signature / Thumb Impression of Applicant

**9. ATTESTATION / FOR OFFICE USE ONLY**

Documents Received  Certified Copies

KYC VERIFICATION CARRIED OUT BY

Date --  
Emp. Name   
Emp. Code   
Emp. Designation   
Emp. Branch

[Employee Signature]

INSTITUTION DETAILS

Name   
Code

[Institution Stamp]



## INSTRUCTIONS TO THE CLIENT

### A. IMPORTANT POINTS:

1. Self attested copy of PAN card is mandatory for all clients.
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.

## INDIVIDUAL ACCOUNT / REGISTRATION FORM (KYC) - Mandatory

(This information is the sole property of the Trading Member / Brokerage House and would not be disclose to anyone unless required by law or except with the express permission of clients.)

To,  
**WELLWORTH SHARE AND STOCK BROKING LTD.**  
 501, Akruti Orion, Shraddhanand Road,  
 Vile Parle (East), Mumbai - 400 057.

Dear Sir/Madam,

I/We request you to register me/us as your client and enable me/us to trade in the cash, derivatives and currency derivatives segments pursuant to the Agreement entered into with you. I/We have read the Rules, Byelaws and Regulations of the Exchanges pertaining to the cash, derivatives and currency derivatives segments and agree to abide by them. In this regard, I/We voluntarily give the following information :

### TRADING PREFERENCES

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

EXCHANGE / SEGMENT	TICK AS PER PREFERENCE	SIGNATURE (only First Holder)
BSE CASH	<input type="checkbox"/> YES <input type="checkbox"/> NO	☺ _____
BSE F&O	<input type="checkbox"/> YES <input type="checkbox"/> NO	☺ _____
NSE CASH	<input type="checkbox"/> YES <input type="checkbox"/> NO	☺ _____
NSE F&O	<input type="checkbox"/> YES <input type="checkbox"/> NO	☺ _____
NSE CURRENCY	<input type="checkbox"/> YES <input type="checkbox"/> NO	☺ _____
NSE SLB	<input type="checkbox"/> YES <input type="checkbox"/> NO	☺ _____
MSEI CASH	<input type="checkbox"/> YES <input type="checkbox"/> NO	☺ _____
MSEI F&O	<input type="checkbox"/> YES <input type="checkbox"/> NO	☺ _____
OTHERS _____	<input type="checkbox"/> YES <input type="checkbox"/> NO	☺ _____

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

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

PERSONAL INFORMATION OF FIRST / SOLE HOLDER			
<b>Title</b>	<input type="checkbox"/> Mr.	<input type="checkbox"/> Mrs.	<input type="checkbox"/> Ms. <input type="checkbox"/> Other <input type="checkbox"/> Suffix
<b>Residential Status</b>	<input type="checkbox"/> Resident Indian	<input type="checkbox"/> NRI	<input type="checkbox"/> PIO <input type="checkbox"/> Others_____
<b>Nationality</b>	<input type="checkbox"/> Indian	<input type="checkbox"/> NRI	<input type="checkbox"/> Other _____
<b>Sex</b>	<input type="checkbox"/> Male	<input type="checkbox"/> Female	<b>Marital Status</b> <input type="checkbox"/> Single <input type="checkbox"/> Married
<b>Full Name</b>	_____ (Name) _____ (Middle) _____ (Last Name)		
<b>Name of Sole Proprietorship Firm</b>	_____		
<b>Father / Spouse Name</b>	_____		
<b>Date of Birth / Date of Incorporation</b>	____/____/____ DD MM YEAR	<b>PAN No.</b>	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>
		<b>UID No.</b>	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>

<input type="checkbox"/> <b>TICK ONLY ONE</b> (Residence Address or Office or Postal / Correspondence) Please note that <input checked="" type="checkbox"/> will be considered as postal / correspondence address for all communications	
<input type="checkbox"/> <b>Permanent Address (FOREIGN ADDRESS if NRI)</b>	<input type="checkbox"/> <b>Postal / Correspondence Address :</b>
Address:	Address:
Landmark:	Landmark:
City: Pin:	City: Pin:
State: Country:	State: Country:
Tel.: Fax:	Tel.: Fax:
Mobile:	Mobile:
E-mail:	E-mail:

<b>Occupation</b>	<input type="checkbox"/> Salaried / Employed { <input type="checkbox"/> Central Govt. <input type="checkbox"/> State Govt. <input type="checkbox"/> Public / Private Sector <input type="checkbox"/> NGO <input type="checkbox"/> Statutory Body <input type="checkbox"/> Agriculturist } <input type="checkbox"/> Professional <input type="checkbox"/> Business <input type="checkbox"/> Student <input type="checkbox"/> Retired <input type="checkbox"/> Housewife <input type="checkbox"/> Others _____
<b>Nature of Business</b> (Products / Services provided): _____	

<input type="checkbox"/> <b>Office Address</b> (Mandatory, if salaried/ employed / self employed Professional / Business/ others)	
Address:	
Landmark:	City: Pin:
State:	Country:
Tel.:	Fax:
Mobile:	E-mail:

**Please tick, if applicable:** Politically Exposed Person (PEP)/ Related to a Politically Exposed Person (PEP)

**Any other information:** \_\_\_\_\_

<b>For NRI</b>	RBI Ref No. _____ RBI Approval Date _____ *Please attach copy of permission for dealing in Securities from Authorised Dealer (Bank) / RBI Approval.
----------------	--

MANDATORY PROOF(S) ANY ONE (For Identity & Permanent - Correspondence Address)				
Documents Attached	Number	Place of Issue	Dt. of Issue	Dt. of Expiry
Passport				
Driving License				
Voters ID				
Ration Card				
Non-individual Regn. Details				

**Education Qualification**     Graduate     Post Graduate     Professional     Others \_\_\_\_\_

<b>Income Range</b>	<b>Annual Income in Rs.</b> <input type="checkbox"/> < 1Lac <input type="checkbox"/> 1 - 5 Lacs <input type="checkbox"/> 5 - 10 Lacs <input type="checkbox"/> 10 - 25 Lacs <input type="checkbox"/> > 25 Lacs <b>Are you Tax Assessee?</b> <input type="checkbox"/> Yes <input type="checkbox"/> No <b>Net-worth as on (date) Rs.</b> _____ <b>Date</b> _____ (Net worth should not be older than 1 year)	
<b>Investment / Trading Experience</b>	<input type="checkbox"/> <input type="checkbox"/> No Prior Experience <input type="checkbox"/> <input type="checkbox"/> Year in Stocks <input type="checkbox"/> <input type="checkbox"/> Year in Derivatives <input type="checkbox"/> <input type="checkbox"/> Year in Other Investment Related Fields	
<b>Primary Purpose of Opening A/c.</b>	<input type="checkbox"/> Intraday Trading <input type="checkbox"/> Positional Trading <input type="checkbox"/> Investment <input type="checkbox"/> Trading <input type="checkbox"/> Hedging	
<b>For Demat Account</b>	I/We authorise you to receive credits in my/our account without any Instruction from me / us. (Always tick 'Yes')	<input type="checkbox"/> Yes <input type="checkbox"/> No
	Account Statement Requirement	<input type="checkbox"/> As per SEBI Regulation <input type="checkbox"/> Daily <input type="checkbox"/> Weekly <input type="checkbox"/> Fortnightly <input type="checkbox"/> Monthly
	I / We would like to instruct the DP to accept all the pledge instructions in my /our account without any other further instruction from my/our end (If not marked, the default option would be 'No')	<input type="checkbox"/> Yes <input type="checkbox"/> No
	I/ We would like to share the email ID with the RTA	<input type="checkbox"/> Yes <input type="checkbox"/> No
	I / We would like to receive the Annual Report	<input type="checkbox"/> Physical / <input type="checkbox"/> Electronic / <input type="checkbox"/> Both Physical and Electronic (Tick the applicable box. If not marked the default option would be in Physical)
	I/We request you to send Electronic Transaction-cum-Holding Statement at <b>Sole / First Holder</b> Email ID stated in the Account opening Form	<input type="checkbox"/> Yes <input type="checkbox"/> No
	Do you wish to receive dividend / interest directly in to your bank account given below through ECS?	<input type="checkbox"/> Yes <input type="checkbox"/> No

<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: <input type="checkbox"/> Yes <input type="checkbox"/> No _____ _____
---------------------	--

**DEALINGS THROUGH AUTHORISED PERSONS AND OTHER STOCK BROKERS**

- If client is dealing through the authorised person, provide the following details:

Authorised person's Name: \_\_\_\_\_ Registration No.: \_\_\_\_\_

Registered office address: \_\_\_\_\_

Ph: \_\_\_\_\_ Fax: \_\_\_\_\_ Website: \_\_\_\_\_

- Whether dealing with any other stock broker/authorised person (if case dealing with multiple stock brokers/authorised persons, provide details of all)

Name of stock broker: \_\_\_\_\_ Name of authorised person, if any: \_\_\_\_\_

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

Details of disputes/dues pending from/to such stock broker/authorised person: \_\_\_\_\_

**ADDITIONAL Details**

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

Specify your Email id, if applicable: \_\_\_\_\_

- Whether you wish to avail of the facility of internet trading/ wireless technology (please specify): \_\_\_\_\_

**BANK ACCOUNTS DETAILS \*(Through which transactions would be routed)**

BANK NAME	Address & Tel.	Bank A/c No.	A/c Type	IFSC Code	9 Digit MICR Code No.

**DEMAT DETAILS \*(Through which transactions would be routed)**

DP NAME	Beneficiary Name	DP ID	BO ID	NSDL / CDSL


**ADDITIONAL DETAILS**

<b>SMS Alert Facility</b>	<b>MOBILE No. + 91</b> _____ (Refer to Terms & Conditions given on Page No. 31 & 32 of KYC)	<input type="checkbox"/> Yes <input type="checkbox"/> No									
<b>Transactions Using Secured Texting Facility (TRUST)</b> (Refer to Terms & Conditions given on Page No. 35 & 36 of KYC)	I wish to avail the TRUST facility using the Mobile number registered for SMS Alert Facility. I have read and understood the Terms and Conditions prescribed by CDSL for the same.	<input type="checkbox"/> Yes <input type="checkbox"/> No									
	I/We wish to register the following clearing member IDs under my/our below mentioned BO ID registered for TRUST										
	<table border="1"> <thead> <tr> <th>Stock Exchange Name/ID</th> <th>Clearing Member Name</th> <th>Clearing Member ID (Optional)</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>	Stock Exchange Name/ID	Clearing Member Name	Clearing Member ID (Optional)							
Stock Exchange Name/ID	Clearing Member Name	Clearing Member ID (Optional)									
<i>easi</i>	If yes, please contact your DP for details [Facility through CDSL's website: www.cdslindia.com wherein a BO can view his ISIN balances, transactions and value of the portfolio online.]	<input type="checkbox"/> Yes <input type="checkbox"/> No									

<b>Registered Authorised Person</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No	If Yes, Registration No. and Name of the Member / Broker Required
-------------------------------------	--	---

<b>Member of any other exchange or intermediary</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No	If Yes, Registration No. and Name of the Exchange Required
---	--	--

<b>Employed with any another Member / Broker</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No	If Yes, Registration No. and Name of the Member / Broker Required
--	--	---

<b>INTRODUCER DETAILS (optional)</b>	
Status of the Introducer: Authorised Person / Remisier / Existing Client / Others, please specify: _____	
Name of Introducer: _____	
Address of Introducer: _____	
Tel.: _____	
 _____ Signature of Introducer	PAN No. of Introducer: _____ (Copy required)

<b>FOR OPENING DEMAT ACCOUNT ONLY</b>	
<b>Joint Holders - Second Holder's Details</b> (N. A. for Non-Individuals)	
Full Name	_____ (Name) _____ (Middle) _____ (Last Name)
Father / Husband Name	_____
Title	_____
Permanent Address	_____
	City: _____
State	Country: _____ Pin: _____
<b>Nationality:</b>	<input type="checkbox"/> Indian <input type="checkbox"/> Others (specify) _____
<b>PAN No.</b>	_____ <b>UID No.</b> _____
<b>Date of Birth:</b>	____ / ____ / ____ <b>Sex:</b> <input type="checkbox"/> Male <input type="checkbox"/> Female
<b>Occupation</b>	<input type="checkbox"/> Salaried / Employed { <input type="checkbox"/> Central Govt. <input type="checkbox"/> State Govt. <input type="checkbox"/> Public / Private Sector <input type="checkbox"/> NGO <input type="checkbox"/> Statutory Body <input type="checkbox"/> Agriculturist } <input type="checkbox"/> Professional <input type="checkbox"/> Business <input type="checkbox"/> Student <input type="checkbox"/> Retired <input type="checkbox"/> Housewife <input type="checkbox"/> Others _____
<b>Nature of Business</b> (Products / Services provided): _____	

<b>Joint Holders - Third Holder's Details</b> (N. A. for Non-Individuals)																						
Full Name	_____																					
	(Name)				(Middle)				(Last Name)													
Father / Husband Name																						
Title																						
Permanent Address																						
	City: _____																					
State	Country: _____						Pin: _____															
<b>Nationality:</b>	<input type="checkbox"/> Indian <input type="checkbox"/> Others (specify) _____																					
<b>PAN No.</b>												<b>UID No.</b>										
<b>Date of Birth:</b>	__ / __ / __						Sex: <input type="checkbox"/> Male <input type="checkbox"/> Female															
<b>Occupation</b>	<input type="checkbox"/> Salaried / Employed { <input type="checkbox"/> Central Govt. <input type="checkbox"/> State Govt. <input type="checkbox"/> Public / Private Sector <input type="checkbox"/> NGO <input type="checkbox"/> Statutory Body <input type="checkbox"/> Agriculturist } <input type="checkbox"/> Professional <input type="checkbox"/> Business <input type="checkbox"/> Student <input type="checkbox"/> Retired <input type="checkbox"/> Housewife <input type="checkbox"/> Others _____																					
	<b>Nature of Business</b> (Products / Services provided): _____																					

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

	<b>First Holder / Sole Authorised Signatory</b>	<b>Second Holder Authorised Signatory</b>	<b>Third Holder Authorised Signatory</b>
<b>Name</b>			
<b>Designation</b>			
<b>Signatures</b>	☺	✿	⊙
<b>Passport size Photograph</b>	<b>First Holder</b> (Please sign across the photograph)  ☺	<b>Second Holder</b> (Please sign across the photograph)  ✿	<b>Third Holder</b> (Please sign across the photograph)  ⊙

(Signature should be preferably in black ink)

Details of Guardian (If First or Second or Third Holder is a minor)	
Full Name	(Name) (Middle) (Last Name)
Relations with the applicant	
Correspondence Address	
State	Country: Pin:
Telephone	Fax:
Email ID	
PAN No.	UID No.
<b>For NRIs / OCBs</b>	
Foreign Address	City:
State	Country: Pin:
Telephone	Fax:
Email ID	
RBI Ref. No.	RBI Approval Date:
<i>Please attach copy of permission for dealing in Securities from Authorised Dealer (Bank) / RBI</i>	

## DECLARATION

I/We hereby declare that all the information and particulars given by me/us in this application are true and correct to the best of my/our knowledge and belief. I/We agree to immediately inform you if there is any change in any of the information given in this application or in the Annexure (s) to this application. I/We also declare and agree that if any of the above statements are found to be incorrect or false or misleading or any information or particulars have been suppressed or omitted there from, I/We am/are to be debarred from doing business in the Cash and Derivatives segments. I/We also agree to furnish such further information as you or the Exchange may require from me/us from time to time and I/We agree that if I/We fail to give such information, you shall have the right to cancel my/our registration and you or the Exchange shall have the right to debar me/us from doing business in the Cash/Derivatives Segments of the Stock Exchange. I/We declare that the above mentioned Demat beneficiary account has been opened by me/us with the Depository and I/We authorise you to transfer the shares purchased by me/us to the above Demat beneficiary account.

I/We additionally declare that I/we am/are not involved in any terrorist activity and I have not been declared as a defaulter nor my / our name is / are appearing in defaulter database as per SEBI / Various Exchanges / Regulatory bodies / CIBIL (Credit Information Bureau of India Ltd.) Etc.

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.

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.

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

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

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

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



**NOMINATION FOR ELIGIBLE TRADING AND DEMAT ACCOUNTS**

**To,**  
**Wellworth Share And Stock Broking Ltd.**  
 501 Akruti Orion, 5th Floor, Shradhanand Road,  
 Vile Parle (East), Mumbai - 400 057.

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

BO Account Details	UCC / DP ID	1	2	0	2	5	5	0	0	Client ID						TRADING Code					
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.																					
Nomination can be made upto three nominees in the account.		Details of 1st Nominee					Details of 2nd Nominee					Details of 3rd Nominee									
1	Name of the nominee(s) (Mr./Ms.)																				
2	Share of each Nominee	Equally [If not equally, please specify percentage]					%					%									
		<i>Any odd lot after division shall be transferred to the first nominee mentioned in the form.</i>																			
3	Relationship With the Applicant ( If Any)																				
4	Address of Nominee(s)																				
		City / Place:					State & Country:					PIN Code									
5	Mobile / Telephone No. of nominee(s)																				
6	Email ID of nominee(s)																				
7	Nominee Identification details [Please tick any one of following and provide details of same]																				
		Photograph & Signature					PAN					Aadhar									
		Saving Bank Account No.					Proof of Identity					Demant Account ID									
<b>Sr. Nos. 8-14 should be filled only if nominee(s) is a minor:</b>																					
8	Date of Birth {in case of minor nominee(s)}																				
9	Name of Guardian (Mr./Ms.) {in case of minor nominee(s)}																				



10	<b>Address of Guardian(s)</b>  City / Place: State & Country:			
	PIN Code			
11	<b>Mobile / Telephone No. of Guardian(s)</b>			
12	<b>Email ID of Guardian(s)</b>			
13	<b>Relationship of Guardian with nominee</b>			
14	<b>Guardian Identification details</b> [Please tick any one of following and provide details of same]  Photograph & Signature PAN Aadhar Saving Bank Account No. Proof of Identity Demant Account ID			
<b>Name(s) of holder(s)</b>			<b>Signature(s) of holder*</b>	
<b>First Holder / Sole (Mr./Ms.)</b>			☺	
<b>Second Holder (Mr./Ms.)</b>			✿	
<b>Third Holder (Mr./Ms.)</b>			⊙	

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

**Note:**

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




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

<b>Details of the Witness</b>	
Name of Witness	
Address of witness	
Signature of Witness	
(To be filled by <b>WELLWORTH SHARE AND STOCK BROKING LTD.</b> )	
Nomination Form accepted and registered wide Registration No. _____ dated _____.	
<b>For WELLWORTH SHARE AND STOCK BROKING LTD.</b>	
 (Authorised Signatory)	

**DECLARATION FORM FOR OPTING OUT OF NOMINATION FOR TRADING AND DEMAT ACCOUNTS**

To,  
**Wellworth Share And Stock Broking Ltd.**  
 501 Akruti Orion, 5th Floor, Shradhanand Road,  
 Vile Parle (East), Mumbai - 400 057.


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

BO Account Details	UCC / DP ID	1	2	0	2	5	5	0	0	Client ID							TRADING Code					
<b>Sole / First Holder Name</b>																						
<b>Second Holder Name</b>																						
<b>Third Holder Name</b>																						
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.																						
	<b>First Holder / Sole</b>							<b>Second Holder</b>							<b>Third Holder</b>							
Name																						
Signatures																						

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

----- (Tear Here) -----

**Acknowledgment Receipt**

Receive nomination request from:																						
DP ID	1	2	0	2	5	5	0	0	Client ID								TRADING Code					
Name																						
Address																						
Nomination in favour of																						
<b>First-Nominee</b>																						
<b>Second- Nominee</b>																						
<b>Third - Nominee</b>																						
No Nomination		<input type="checkbox"/> Does not wish to nominate																				
Registration No.												Registered on:										
<b>For WELLWORTH SHARE AND STOCK BROKING LTD.</b>																						
 (Authorised Signatory)																						

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### **General Clause**

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

### **Beneficial Owner information**

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

### **Fees/Charges/Tariff**

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

### **Dematerialization**

8. The Beneficial Owner shall have the right to get the securities, which have been admitted on the Depositories,

dematerialized in the form and manner laid down under the Bye Laws, Business Rules and Operating Instructions of the depositories.

### **Separate Accounts**

9. The DP shall open separate accounts in the name of each of the beneficial owners and securities of each beneficial owner shall be segregated and shall not be mixed up with the securities of other beneficial owners and/or DP's own securities held in dematerialized form.
10. The DP shall not facilitate the Beneficial Owner to create or permit any pledge and /or hypothecation or any other interest or encumbrance over all or any of such securities submitted for dematerialization and/or held in demat account except in the form and manner prescribed in the Depositories Act, 1996, SEBI (Depositories and Participants) Regulations, 1996 and Bye-Laws/Operating Instructions/Business Rules of the Depositories.

### **Transfer of Securities**

11. The DP shall effect transfer to and from the demat accounts of the Beneficial Owner only on the basis of an order, instruction, direction or mandate duly authorized by the Beneficial Owner and the DP shall maintain the original documents and the audit trail of such authorizations.
12. The Beneficial Owner reserves the right to give standing instructions with regard to the crediting of securities in his demat account and the DP shall act according to such instructions.

### **Statement of account**

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

16. In case of Basic Services Demat Accounts, the DP shall send the transaction statements as mandated by SEBI and/or Depository from time to time.

### **Manner of Closure of Demat account**

17. The DP shall have the right to close the demat account of the Beneficial Owner, for any reasons whatsoever, provided the DP has given a notice in writing of not less than thirty days to the Beneficial Owner as well as to the Depository. Similarly, the Beneficial Owner shall have the right to close his/her demat account held with the DP provided no charges are payable by him/her to the DP. In such an event, the Beneficial Owner shall specify whether the balances in their demat account should be transferred to another demat account of the Beneficial Owner held with another DP or to rematerialize the security balances held.
18. Based on the instructions of the Beneficial Owner, the DP shall initiate the procedure for transferring such security balances or rematerialize such security balances within a period of thirty days as per procedure specified from time to time by the depository. Provided further, closure of demat account shall not affect the rights, liabilities and obligations of either the Beneficial Owner or the DP and shall continue to bind the parties to their satisfactory completion.

### **Default in payment of charges**

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

### **Liability of the Depository**

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

depository, the depository shall have the right to recover the same from such participant.

### **Freezing/ Defreezing of accounts**

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

### **Redressal of Investor grievance**

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

### **Authorized representative**

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

### **Law and Jurisdiction**

26. In addition to the specific rights set out in this document, the DP and the Beneficial owner shall be entitled to exercise any other rights which the DP or the Beneficial Owner may have under the Rules, Bye Laws and Regulations of the respective Depository in which the demat account is opened and circulars/notices issued there under or Rules and Regulations of SEBI.
27. The provisions of this document shall always be subject to Government notification, any rules, regulations, guidelines and circulars/ notices issued by SEBI and Rules, Regulations and Bye-laws of the relevant Depository, where the Beneficial Owner maintains his/ her account, that may be in force from time to time.
28. The Beneficial Owner and the DP shall abide by the arbitration and conciliation procedure prescribed under the Bye-laws of the depository and that such procedure shall be applicable to any disputes between the DP and the Beneficial Owner.
29. Words and expressions which are used in this document but which are not defined herein shall unless the context

otherwise requires, have the same meanings as assigned thereto in the Rules, Bye-laws and Regulations and circulars/notices issued there under by the depository and /or SEBI

30. Any changes in the rights and obligations which are specified by SEBI/Depositories shall also be brought to the notice of the clients at once.

31. If the rights and obligations of the parties hereto are altered by virtue of change in Rules and regulations of SEBI or Bye-laws, Rules and Regulations of the relevant Depository, where the Beneficial Owner maintains his/her account, such changes shall be deemed to have been incorporated herein in modification of the rights and obligations of the parties mentioned in this document.

I/We have received and read the copy of Rights and Obligations document.

	First/Sole Holder	Second Joint Holder	Third Joint Holder
Name			
Signatures	☺	✿	⊙

BOID	1	2	0	2	5	5	0	0							
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(Please write your 8 digit Client ID)

Trading Code:														
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**DO's & DON'T's**

1. Verify your transaction statement carefully for all debits and credits in your account. In case of nay unauthorized debit or credits, inform your DP or CDSL.
2. Intimate any change of address or change in bank accounts details to your DP immediately.
3. While accepting the Delivery Instruction Slip (DIS) book from DP, ensure that your BO ID is pre-stamped on all the pages along with serial numbers.
4. Keep your DIS book safely and do not sign or issue blank or incomplete DIS slips.
5. Strike out the empty space, if any, in the DIS, before submitting to DP.
6. For market transactions, submit the DIS ahead of the deadline time. DIS can be issued with a future execution date.
7. The demat account has a nomination facility and it is advisable to a appoint a nominee to facilitate your heirs in obtaining the securities in your demant account, on completion of the necessary procedures.
8. Register for CDSL's SMART (SMS Alerts Related to Transactions) facility. If any unauthorized debit is noticed, the BO should immediately inform CDSL and the Main DP, in writing. An email may be sent to CDSL at [complaints@cdslindia.com](mailto:complaints@cdslindia.com).
9. Register for CDSL's Internet based facility "easi" to monitor your demat account yourself. Contact your DP or visit CDSL's website: [www.cdslindia.com](http://www.cdslindia.com) for details.
10. Before granting Power of Attorney to anyone, to operate your demat account, carefully examine the scope and implications of powers being granted.

**WELLWORTH SHARES & STOCK BROKING LTD. - CDSL TARIFF**

501 Akruti Orion, 5th Floor, Shradhanand Road, Vile Parle (East), Mumbai - 400 057.

Sr. No.	Particulars	Tariff in Rs.
1.	<b>Demat Account Opening</b>	NIL
	Power of Attony (POA)	Rs. 511/-
2.	<b>Annual Maintenance</b>	
	Individual	Rs. 250/-
	CM / Corporates / Other	Rs. 750/-
3.	<b>Account Closing Charges</b>	NIL
4.	<b>Dematerialisation per Certificate, (Courier Charges Extra)</b>	Rs. 1/- (Min. Rs. 25/-)
5.	<b>Rematerialisation (per certificate)</b>	Rs. 25/-
6.	<b>Debit Transation</b> ( On Market - Off marker / Inter Depository)	Rs. 12/-
7.	<b>Pledge / Unpledge</b>	Rs. 35/-

**Notes :**

1. Documentation Maintenance Charges and POA Charges have to be paid at the time of Account Opening.
2. Any debit balance for more than one month from Bill Date will attract interest @ 18% p.a.
3. All the transaction charges calculated would be based on the Price File provide by Depository.
4. Clients having Trading Account with Wellworth Share and Stock Broking Ltd. will be debited DP Charges to their Trading Account.
5. Statutory levies and charges will be added on above charges, as applicable.

	First/Sole Holder	Second Joint Holder	Third Joint Holder
Name			
Signatures	☺	✿	◎

(Please Tear here)

(To be filled by the Depository Participant)

**Acknowledgement Receipt**

Application No. :

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

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

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

**WELLWORTH SHARE AND STOCK BROKING LTD.****Seal and Signature**



Further, I agree to the following terms of doing business

Segment	Sq. off %		Sq. off Min (ps)		Settlement %		Settlement Min (ps)	Delivery %	Delivery Min (ps)
	Buy	Sell	Buy	Sell	Buy	Sell			
BSE Cash									
BSE Futures									
BSE Options									
NSE Cash									
NSE Futures									
NSE Options									
NSE Currency									
MSEI Cash									
MSEI Futures									
MSEI Options									
Others									

**Note:**

1. Inter settlement / DP transaction charges arising out of purchase / sell transactions effected by constituents will be debited to Trading A/c.
2. The above rates are exclusive of Transaction charges, Service Tax , Education Cess, Stamp Duty, Securities Transaction Tax & other Levies which will be charged extra as per the rate prevailing from time to time.
3. Rates as mention herein above shall be applied unless special rates as may be agreed upon on case to case basis.

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

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

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

**ONLY FOR NRI CLIENTS****A) Fema Declaration by NRI Clients**

To,  
**Wellworth Share And Stock Broking Ltd.**  
 501 Akruti Orion, Shradhanand Road, Vile Parle (East), Mumbai - 400 057.

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

**Sub: Declaration**

Dear Sir,

I the undersigned Mr. / Ms. / Mrs. \_\_\_\_\_

\_\_\_\_\_ would like to inform you that I have complied with, and will continue to comply with, FEMA regulations and other applicable laws as prescribed from time to time.

Thanking You

Yours faithfully,

	<b>First Holder / Sole Authorised Signatory</b>	<b>Second Holder Authorised Signatory</b>	<b>Third Holder Authorised Signatory</b>
<b>Name</b>			
<b>Signatures</b>	☺	✿	⊙

**B) Declaration for Address where NRI client is resides**

To,  
**Wellworth Share And Stock Broking Ltd.**  
 501 Akruti Orion, Shradhanand Road, Vile Parle (East), Mumbai - 400 057.

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

**Sub: Declaration for Address of Abroad where I/we am/are residing**

Dear Sir,

This is with reference to captioned subject and Communique No. CDSL/OPS/DP/1639 dated July 11, 2009 issued by CDSL I/We hereby declare that I/ We resides at the foreign address given below for opening my/ our Demat account with you.

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

Further, I/We undertake that whenever there is a change in the residential address, I/We will inform the DP

Thanking You,

Yours faithfully,

	<b>First Holder / Sole Authorised Signatory</b>	<b>Second Holder Authorised Signatory</b>	<b>Third Holder Authorised Signatory</b>
<b>Name</b>			
<b>Signatures</b>	☺	✿	⊙

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

#### **CLIENT INFORMATION**

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

#### **MARGINS**

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

#### **TRANSACTIONS AND SETTLEMENTS**

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

#### **BROKERAGE**

18. The Client shall pay to the stock broker brokerage and statutory levies as are prevailing from time to time and as they apply to

the Client's account, transactions and to the services that stock broker renders to the Client. The stock broker shall not charge brokerage more than the maximum brokerage permissible as per the rules, regulations and bye-laws of the relevant stock exchanges and/or rules and regulations of SEBI.

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

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

### **DISPUTE RESOLUTION**

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

### **TERMINATION OF RELATIONSHIP**

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

### **ADDITIONAL RIGHTS AND OBLIGATIONS**

30. The stock broker shall ensure due protection to the client regarding client's rights to dividends, rights or bonus shares, etc. in respect of transactions routed through it and it shall not do anything which is likely to harm the interest of the client with whom and for whom they may have had transactions in securities.
31. The stock broker and client shall reconcile and settle their accounts from time to time as per the Rules, Regulations, Bye Laws, Circulars, Notices and Guidelines issued by SEBI and the relevant Exchanges where the trade is executed.
32. The stock broker shall issue a contract note to his constituents for trades executed in such format as may be prescribed by the Exchange from time to time containing records of all transactions including details of order number, trade number, trade time, trade price, trade quantity, details of the derivatives contract, client code, brokerage, all charges levied etc. and with all other relevant details as required therein to be filled in and issued in such manner and within such time as prescribed by the Exchange. The stock broker shall send contract notes to the investors within one working day of the execution of the trades in hard copy and/or in electronic form using digital signature.
33. The stock broker shall make pay out of funds or delivery of securities, as the case may be, to the Client within one working day of receipt of the payout from the relevant Exchange where the trade is executed unless otherwise specified by the client and subject to such terms and conditions as may be

prescribed by the relevant Exchange from time to time where the trade is executed.

34. The stock broker shall send a complete 'Statement of Accounts' for both funds and securities in respect of each of its clients in such periodicity and format within such time, as may be prescribed by the relevant Exchange, from time to time, where the trade is executed. The Statement shall also state that the client shall report errors, if any, in the Statement within such time as may be prescribed by the relevant Exchange from time to time where the trade was executed, from the receipt thereof to the Stock broker.
35. The stock broker shall send daily margin statements to the clients. Daily Margin statement should include, inter-alia, details of collateral deposited, collateral utilized and collateral status (available balance/due from client) with break up in terms of cash, Fixed Deposit Receipts (FDRs), Bank Guarantee and securities.
36. The Client shall ensure that it has the required legal capacity to, and is authorized to, enter into the relationship with stock broker and is capable of performing his obligations and undertakings hereunder. All actions required to be taken to ensure compliance of all the transactions, which the Client may enter into shall be completed by the Client prior to such transaction being entered into.

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

37. In case, client opts to receive the contract note in electronic form, he shall provide an appropriate e-mail id to the stock broker. The client shall communicate to the stock broker any change in the email-id through a physical letter. If the client has opted for internet trading, the request for change of email id may be made through the secured access by way of client specific user id and password.
38. The stock broker shall ensure that all ECNs sent through the e-mail shall be digitally signed, encrypted, non-tamper able and in compliance with the provisions of the IT Act, 2000. In case, ECN is sent through e-mail as an attachment, the attached file shall also be secured with the digital signature, encrypted and non-tamperable.
39. The client shall note that non-receipt of bounced mail notification by the stock broker shall amount to delivery of the contract note at the e-mail ID of the client.
40. The stock broker shall retain ECN and acknowledgement of the e-mail in a soft and non-tamperable form in the manner prescribed by the exchange in compliance with the provisions of the IT Act, 2000 and as per the extant rules / regulations / circulars / guidelines issued by SEBI / Stock Exchanges from time to time. The proof of delivery i.e., log report generated by the system at the time of sending the contract notes shall be maintained by the stock broker for the specified period under the extant regulations of SEBI/stock exchanges. The log report shall provide the details of the contract notes that are not delivered to the client/e-mails rejected or bounced back. The stock broker shall take all possible steps to ensure receipt of

notification of bounced mails by him at all times within the stipulated time period under the extant regulations of SEBI/stock exchanges.

41. The stock broker shall continue to send contract notes in the physical mode to such clients who do not opt to receive the contract notes in the electronic form. Wherever the ECNs have not been delivered to the client or has been rejected (bouncing of mails) by the e-mail ID of the client, the stock broker shall send a physical contract note to the client within the stipulated time under the extant regulations of SEBI/stock exchanges and maintain the proof of delivery of such physical contract notes.
42. In addition to the e-mail communication of the ECNs to the client, the stock broker shall simultaneously publish the ECN on his designated web-site, if any, in a secured way and enable relevant access to the clients and for this purpose, shall allot a unique user name and password to the client, with an option to the client to save the contract note electronically and/or take a print out of the same.

#### **LAW AND JURISDICTION**

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



Date \_\_\_\_\_

1. The Securities and Exchange Board of India ("**SEBI**") has formulated and issued the Securities Lending Scheme, 1997 ("**SEBI Scheme**") and SEBI Circular No MRD/DoP/SE/Dep/Cir-14/2007 dated 20th December 2007 for facilitating lending and borrowing of securities through an "Approved Intermediary" registered with SEBI.
  2. NSE Clearing Ltd. is an Approved Intermediary ("**AI**") registered under the SEBI Scheme and is, therefore, authorised to facilitate lending and borrowing of securities in accordance with the SEBI Scheme and Circulars of SEBI issued from time to time. Accordingly, the AI has framed the Securities Lending and Borrowing Scheme (hereinafter referred to as "**SLBS**") for facilitating lending and borrowing of securities through persons registered as "Participants".
  3. SEBI, thereafter, vide its Circular No. CIR/NRD/DP/19/2014 dated June 3, 2014 ("**SEBI Circular**") has modified the framework of Securities Lending and Borrowing. Under the said SEBI Circular, AI shall enter into an agreement with its Clearing Member/Participant ("**Agreement**") for the purpose of facilitating Securities Lending and Borrowing and which shall specify the rights, responsibilities and obligations of the AI and the Clearing Member/Participant ("**Participant**"). The said Agreement shall also define the exact role of AI/Participant vis-a-vis the Client of Participant. As per the said SEBI Circular, AI is also required to frame rights and obligations document laying down the rights and obligations of the Participant and its Client for the purpose of Securities Lending and Borrowing. The said rights and obligations document shall be mandatory and binding on the Participant. Accordingly, the AI has framed this rights and obligations document laying down the rights and obligations of Participant as well as of its Client ("**Rights & Obligations Document**").
  4. Securities Lending and Borrowing can be undertaken by the Participant either on their own account or on account of its Client registered with them. Any person(s) who meets the eligibility criteria as may be specified by the AI for the Clients under the SLBS, shall be eligible to participate in the SLBS by submitting duly signed relevant documentation/s to the Participant that it is desirous of participating in the SLBS. The Participant on the receipt of said relevant documentation/s from its Client, shall provide this Rights & Obligations Document to its Client which will be duly acknowledged by the Client of having read, understood and to agreeing to abide by the same prior to the execution of trade in the SLBS. The terms and conditions of this Rights & Obligations Document shall be binding on the Participant as well as on its Client.
  5. All the transactions under the SLBS by the Client shall be strictly in accordance with SEBI Scheme, Circulars of SEBI, SLBS and the Circulars issued thereunder and the Rules, Byelaws, Regulations of the AI as a Clearing Corporation as applicable and the terms and conditions of the said Agreement. In the event of any conflict or contradiction between the provisions of the SEBI Scheme, Circulars of SEBI, SLBS and the Circulars issued thereunder and the Rules, Byelaws, Regulations of the AI as a Clearing Corporation as applicable and the terms and conditions of the said Agreement and this Rights & Obligations Document, the provisions of the SEBI Scheme, Circulars of SEBI, SLBS and the Circulars issued thereunder, the Rules, Byelaws and Regulations of the AI as a Clearing Corporation and the terms and conditions of the said Agreement shall prevail over this Rights & Obligations Document. The provisions of this Rights & Obligations Document are in addition thereto and not in derogation thereof.
  6. The Participant has made the Client aware of and the Client has understood the precise nature of the Participant's liability towards the Client under SLBS including any limitations on the liability and the capacity in which the Participant acts.
  7. Subject to the SEBI Scheme, Circulars of SEBI, SLBS and Circulars issued thereunder, and/or the Rules, Bye laws, Regulations of the AI as a Clearing Corporation as applicable and as in force from time to time, the rights and obligations of the Participant as well as its Client shall be hereto as under.
  8. Unless the context otherwise requires, the words and expressions used herein shall have the same meaning as defined in Securities Contracts (Regulation) Act, 1956 or Securities and Exchange Board of India Act, 1992 or Securities Lending Scheme, 1997 or Depositories Act, 1996 or the rules and regulations made thereunder respectively or Circulars of SEBI or SLBS and the Circulars issued thereunder and the Rules, Bye laws and Regulations of the AI as a Clearing Corporation.
- #### **RIGHTS OF THE PARTICIPANT**
9. In consideration of the Participant providing full-fledged securities lending and borrowing under the SLBS, the Participant shall be entitled for charges, fees, other levies and /or any such other charges, subject to such limits as may be permitted by the AI in its Circulars from time to time.
  10. **Margins**  
The Participant is empowered to call upon its Client to pay such margins as may be specified by the AI from time to time.
  11. **Recovery**  
The Participant shall be entitled to recover from the Client the loss or charges, fees, other levies and /or any such other charges that has been paid by the Participant to the AI or imposed by the AI on account of its Client arising out of default or transactions under the SLBS whether current or past that are effected by the Client in meeting its obligations by adjusting margins and other deposits, if any, available with the Participant against the Client's liabilities / obligations.

## **OBLIGATIONS OF THE PARTICIPANT**

12. The Participant has satisfied itself about the genuineness and financial soundness of the Client and the objectives relevant to the services to be provided and is therefore, agreeable to facilitating such participation subject to the terms and conditions contained herein.

### **13. Issue of Confirmation Memo**

The Participant shall, upon execution of the Client's transaction on the order matching platform of the AI, issue the confirmation memo in the specified format or such other documents to the Client within such time as may be prescribed by the AI from time to time.

### **14. Money/Securities to be kept in separate account**

The Participant agrees that the money / securities deposited by the Client shall be kept in a separate bank account / settlement demat account, distinct from its own account or accounts of any other Clients, and shall not be used by the Participant for itself or for any other Clients or for any purpose other than the purposes mentioned in the SEBI Scheme, Circulars of SEBI, SLBS and Circulars issued thereunder and/or the Rules, Byelaws, Regulations of the AI as a Clearing Corporation and as in force from time to time.

### **15. Update on Settlement Process**

The Participant agrees to inform and keep the Client apprised about securities lending and borrowing settlement cycles, delivery/payment schedules and any changes therein from time to time.

### **16. Compliance with Know Your Client Norms**

The Participant undertakes to maintain the "Know Your Client" details of the Client as mentioned in the Client Registration Form or any other information pertaining to the Client in confidence and that it shall not disclose the same to any person / authority except to the AI or as required under any law / regulatory requirements or in compliance with any decree, order or direction of any Court, Tribunal, SEBI or other authority duly empowered in law; Provided however that the Participant may so disclose information about its Client to any person or authority with the express permission of the Client.

### **17. Reconciliation of Account**

The Participant and the Client shall agree to reconcile their accounts regularly with reference to the transactions under the SLBS.

### **18. Return of Securities and Lending Fees**

Where the Client is a lender unless otherwise agreed upon between the Participant and the Client -

- a) The Participant shall ensure the return of securities to the Client by transferring the same to the Client's account within such time as may be prescribed by the AI.
- b) The Participant shall ensure the return of the lending fees to the Client within such time as may be prescribed by the AI.

## **19. Delivery of Securities**

Where Client is a borrower unless otherwise agreed upon between the Participant and the Client- The Participant shall ensure the delivery of securities to the Client by transferring the same to the Client's account within such time as may be prescribed by the AI.

## **RIGHTS OF THE CLIENT**

20. Where the Client is the lender unless otherwise agreed upon between the Participant and the Client -

- a) The Client shall be entitled to receive the securities lent or financial compensation in lieu thereof, computed in such manner as may be specified by the AI from time to time.
- b) The Client shall be entitled to receive lender's fee for the securities lent,

21. Where the Client is the borrower unless otherwise agreed upon between the Participant and the Client

- a) The Client shall be entitled to receive securities borrowed or financial compensation in lieu thereof, computed in such manner as may be specified by the AI from time to time.
- b) The Client shall be entitled to receive from the Participant, the collateral in case the Client has deposited securities approved by the AI as collateral.

22. Notwithstanding any other provisions of the said Agreement and this Rights & Obligations Document, the Client shall be entitled to have all the rights that are conferred on it from time to time under the SEBI Scheme, Circulars of SEBI, SLBS and the Circulars issued thereunder.

## **OBLIGATION OF THE CLIENT**

### **23. Abide by Law & Acquaintance to Law**

The Participant declares that it has brought the contents of the SEBI Scheme, Circulars of SEBI, SLBS and the Circulars issued thereunder from time to time, and the terms and conditions of the said Agreement to the notice of the Client and the Client agrees to comply with and adhere to the same.

### **24. Update & Comply with the Settlement Process**

Notwithstanding anything contained in Clause 15 hereto, the Client shall at all times make its own inquiries and keep itself updated on all settlement cycles, delivery/payment schedules and changes therein, and it shall be the responsibility of the Client to comply with such schedules/procedures of the AI.

### **25. Processing Charges**

The Client agrees to pay the Participant, processing charges and statutory levies prevailing from time to time or any other charges for the services provided by the Participant. The Participant agrees that it shall not charge processing charges / fees beyond the maximum limit permissible under the SEBI Scheme, Circulars of SEBI, SLBS and the Circulars issued there under from time to time.

**26. Change in Client Registration Form**

The Client agrees to immediately notify the Participant in writing whenever there is any change of information in the details provided by the Client to the Participant at the time of its registration with the Participant and also as provided in the said relevant documentation/s required for participating in SLBS.

**27. Authorised Representative**

The Client agrees to be bound by the instructions issued by its authorised representative, if any, in accordance with the letter authorising the said representative to deal on its behalf.

**28. Return of Securities**

The Client shall return the equivalent number of securities of the same type and class borrowed by it within the time specified by the AI in the Circulars issued from time to time.

**29. Payment of Margins**

The Client agrees to pay such margins as may be specified by the Participant in accordance with the requirement of AI or SEBI from time to time.

**30. Exposure / Position Limits**

The Client agrees to abide by the exposure / position limits, if any, set by the Participant or the AI or SEBI from time to time.

**31. Securities lent to be Unencumbered**

The Client agrees and warrants that the securities lent are free from lien, charge, pledge or any encumbrance(s) of whatsoever nature.

**32. Collateral**

At the discretion of the Participant, where the Client deposits the required collateral with the Participant, the same shall be free from any encumbrance(s) of whatsoever nature or defect in the title. If any encumbrance(s) or defect in the title is found subsequently, such collateral shall be immediately replaced by the Client.

**33. Insolvency**

The Client agrees to immediately furnish information to the Participant in writing, if any winding up petition or insolvency petition has been filed or any winding up or insolvency order or decree or award is passed against it or if any litigation which may have material adverse bearing on its net worth has been filed against it.

**34. Cancellation of Transactions**

Notwithstanding anything contained in the said Agreement, the AI shall be entitled to cancel transactions under the SLBS, either on an application by a Participant or suo moto or under regulatory directions, and in such event, the transactions done on behalf of the Client shall ipso facto stand cancelled, and neither the AI nor the Participant shall be liable to compensate the Client for any loss whatsoever (including opportunity loss) arising out of such cancellation.

**35. Discontinuation of SLBS and Participation in SLBS**

The AI shall be entitled to discontinue the SLBS or the participation of the Participant in the SLBS at any time at its discretion. Such discontinuation may be subject to such terms and conditions as may be specified by the AI from time to time.

**ARBITRATION**

- 36. The Participant and the Client shall co-operate with each other and / or the AI in redressing their grievances in respect of transactions under the SLBS.
- 37. All disputes and differences or questions arising out of or in relation to this agreement including obligations, failure or breach thereof by any of the parties and/or of any matter whatsoever arising out of this agreement shall in the first instance be resolved mutually by the parties. If the parties fail to resolve the same mutually, then the same shall be referred to and decided by arbitration in accordance with the procedures as prescribed by the AI under the SLBS and the Circulars issued thereunder.

**GOVERNING LAW AND JURISDICTION**

- 38. In relation to any legal action or proceedings to which the AI is a party, the Participant as well as the Client irrevocably submit to the exclusive jurisdiction of the courts of Mumbai, India and waive any objection to such proceedings on grounds of venue or on the grounds that the proceedings have been brought in an inconvenient forum.
- 39. In relation to any legal action or proceedings to which AI is not a party, the parties irrevocably submit to the jurisdiction of any competent court of law where the Client ordinarily resides at the time of execution of the transactions under the SLBS.

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

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

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



**INTERNET & WIRELESS TECHNOLOGY BASED TRADING FACILITY PROVIDED BY STOCK BROKERS TO CLIENT**

**(All the clauses mentioned in the 'Rights and Obligations' document(s) shall be applicable. Additionally, the clauses mentioned herein shall also be applicable.)**

1. Stock broker is eligible for providing Internet based trading (IBT) and securities trading through the use of wireless technology that shall include the use of devices such as mobile phone, laptop with data card, etc. which use Internet Protocol (IP). The stock broker shall comply with all requirements applicable to internet based trading/securities trading using wireless technology as may be specified by SEBI & the Exchanges from time to time.
2. The client is desirous of investing/trading in securities and for this purpose, the client is desirous of using either the internet based trading facility or the facility for securities trading through use of wireless technology. The Stock broker shall provide the Stock broker's IBT Service to the Client, and the Client shall avail of the Stock broker's IBT Service, on and subject to SEBI/Exchanges Provisions and the terms and conditions specified on the Stock broker's IBT Web Site provided that they are in line with the norms prescribed by Exchanges/SEBI.
3. The stock broker shall bring to the notice of client the features, risks, responsibilities, obligations and liabilities associated with securities trading through wireless technology / internet / smart order routing or any other technology should be brought to the notice of the client by the stock broker.
4. The stock broker shall make the client aware that the Stock Broker's IBT system itself generates the initial password and its password policy as stipulated in line with norms prescribed by Exchanges/SEBI.
5. The Client shall be responsible for keeping the Username and Password confidential and secure and shall be solely responsible for all orders entered and transactions done by any person whatsoever through the Stock broker's IBT System using the Client's Username and/or Password whether or not such person was authorized to do so. Also the client is aware that authentication technologies and strict security measures are required for the internet trading/securities trading through wireless technology through order routed system and undertakes to ensure that the password of the client and/or his authorized representative are not revealed to any third party including employees and dealers of the stock broker.
6. The Client shall immediately notify the Stock broker in writing if he forgets his password, discovers security flaw in Stock Broker's IBT System, discovers/suspects discrepancies/unauthorized access through his username / password / account with full details of such unauthorized use, the date, the manner and the transactions effected pursuant to such unauthorized use, etc.
7. The Client is fully aware of and understands the risks associated with availing of a service for routing orders over the internet/securities trading through wireless technology and Client shall be fully liable and responsible for any and all acts done in the Client's Username/password in any manner whatsoever.
8. The stock broker shall send the order/trade confirmation through email to the client at his request. The client is aware that the order/ trade confirmation is also provided on the web portal. In case client is trading using wireless technology, the stock broker shall send the order/trade confirmation on the device of the client.
9. The client is aware that trading over the internet involves many uncertain factors and complex hardware, software, systems, communication lines, peripherals, etc. are susceptible to interruptions and dislocations. The Stock broker and the Exchange do not make any representation or warranty that the Stock broker's IBT Service will be available to the Client at all times without any interruption.
10. The Client shall not have any claim against the Exchange or the Stock broker on account of any suspension, interruption, non-availability or malfunctioning of the Stock broker's IBT System or Service or the Exchange's service or systems or non-execution of his orders due to any link/system failure at the Client/Stock brokers/Exchange end for any reason beyond the control of the stock broker/Exchanges.

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Date \_\_\_\_\_

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

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

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

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

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

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

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

**1. BASIC RISKS:**

**1.1 Risk of Higher Volatility:**

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

**1.2 Risk of Lower Liquidity:**

Liquidity refers to the ability of market participants to buy and/or sell securities / derivatives contracts expeditiously at a competitive price and with minimal price difference. Generally, it is assumed that more the numbers of orders available in a market, greater is the liquidity. Liquidity is important because with greater liquidity, it is easier for investors to buy and/or sell securities / derivatives contracts swiftly and with minimal price difference, and as a result, investors are more likely to pay or receive a competitive price for securities / derivatives contracts purchased or sold. There may be a risk of lower liquidity in some securities / derivatives contracts as compared to active securities / derivatives contracts. As a result, your order may only be partially executed, or may be executed with relatively greater price difference or may not be executed at all.

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

**1.3 Risk of Wider Spreads:**

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

**1.4 Risk-reducing orders:**

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

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

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

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

## **1.5 Risk of News Announcements:**

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

## **1.6 Risk of Rumors:**

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

## **1.7 System Risk:**

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

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

**1.7.2** Under certain market conditions, it may be difficult or impossible to liquidate a position in the market at a reasonable price or at all, when there are no outstanding orders either on the buy side or the sell side, or if trading is halted in a security /

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

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

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

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

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

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

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

A. Futures trading involve daily settlement of all positions. Every day the open positions are marked to market based on the closing level of the index / derivatives contract. If the contract has moved against you, you will be required to deposit the amount of loss (notional) resulting from such movement. This amount will have to be paid within a stipulated time frame, generally before commencement of trading on next day.

B. If you fail to deposit the additional amount by the deadline or if an outstanding debt occurs in your account, the stock broker may liquidate a part of or the whole position or substitute securities. In this case, you will be liable for any losses incurred due to such close-outs.

C. Under certain market conditions, an investor may find it difficult or impossible to execute transactions. For

example, this situation can occur due to factors such as illiquidity i.e. when there are insufficient bids or offers or suspension of trading due to price limit or circuit breakers etc.

- D. In order to maintain market stability, the following steps may be adopted: changes in the margin rate, increases in the cash margin rate or others. These new measures may also be applied to the existing open interests. In such conditions, you will be required to put up additional margins or reduce your positions.
- E. You must ask your broker to provide the full details of derivatives contracts you plan to trade i.e. the contract specifications and the associated obligations.

## 2.2 Currency specific risks:

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

## 2.3 Risk of Option holders:

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

## 2.4 Risks of Option Writers:

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

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

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

### 4. GENERAL

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



Date \_\_\_\_\_

### **BEFORE YOU BEGIN TO TRADE**

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

### **TRANSACTIONS AND SETTLEMENTS**

8. The stock broker may issue electronic contract notes (ECN) if specifically authorized by you in writing. You should provide your email id to the stock broker for the same. Don't opt for ECN if you are not familiar with computers.
9. Don't share your internet trading account's password with anyone.
10. Don't make any payment in cash to the stock broker.
11. Make the payments by account payee cheque in favour of the stock broker. Don't issue cheques in the name of authorised person. Ensure that you have a documentary proof of your payment/deposit of securities with the stock broker, stating date, scrip, quantity, towards which bank/ demat account such money or securities deposited and from which bank/ demat account.
12. Note that facility of Trade Verification is available on stock exchanges' websites, where details of trade as mentioned in the contract note may be verified. Where trade details on the website do not tally with the details mentioned in the contract

note, immediately get in touch with the Investors Grievance Cell of the relevant Stock exchange.

13. In case you have given specific authorization for maintaining running account, payout of funds or delivery of securities (as the case may be), may not be made to you within one working day from the receipt of payout from the Exchange. Thus, the stock broker shall maintain running account for you subject to the following conditions:
  - a) Such authorization from you shall be dated, signed by you only and contains the clause that you may revoke the same at any time.
  - b) The actual settlement of funds and securities shall be done by the stock broker, at least once in a calendar quarter or month, depending on your preference. While settling the account, the stock broker shall send to you a 'statement of accounts' containing an extract from the client ledger for funds and an extract from the register of securities displaying all the receipts/deliveries of funds and securities. The statement shall also explain the retention of funds and securities and the details of the pledged shares, if any.
  - c) On the date of settlement, the stock broker may retain the requisite securities/funds towards outstanding obligations and may also retain the funds expected to be required to meet derivatives margin obligations for next 5 trading days, calculated in the manner specified by the exchanges. In respect of cash market transactions, the stock broker may retain entire pay-in obligation of funds and securities due from clients as on date of settlement and for next day's business, he may retain funds/securities/margin to the extent of value of transactions executed on the day of such settlement in the cash market.
  - d) You need to bring any dispute arising from the statement of account or settlement so made to the notice of the stock broker in writing preferably within 7 (seven) working days from the date of receipt of funds/securities or statement, as the case may be. In case of dispute, refer the matter in writing to the Investors Grievance Cell of the relevant Stock exchanges without delay.
14. In case you have not opted for maintaining running account and pay-out of funds/securities is not received on the next working day of the receipt of payout from the exchanges, please refer the matter to the stock broker. In case there is dispute, ensure that you lodge a complaint in writing immediately with the Investors Grievance Cell of the relevant Stock exchange.

15. Please register your mobile number and email id with the stock broker, to receive trade confirmation alerts/ details of the transactions through SMS or email, by the end of the trading day, from the stock exchanges.

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

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

by the Bye-laws and Regulations of the relevant Stock exchange where the trade was executed and the scheme of the Investors' Protection Fund in force from time to time.

#### **DISPUTES/ COMPLAINTS**

18. Please note that the details of the arbitration proceedings, penal action against the brokers and investor complaints against the stock brokers are displayed on the website of the relevant Stock exchange.
19. In case your issue/problem/grievance is not being sorted out by concerned stock broker/authorised person then you may take up the matter with the concerned Stock exchange. If you are not satisfied with the resolution of your complaint then you can escalate the matter to SEBI.
20. Note that all the stock broker/authorised persons have been mandated by SEBI to designate an e-mail ID of the grievance redressal division/compliance officer exclusively for the purpose of registering complaints.

☺ \_\_\_\_\_

Date \_\_\_\_\_

**a) Policy for Penny Stock**

A stock that trades at a relatively low price or may have low market capitalization or which is specified under the illiquid list released by the exchanges from time to time will be considered as Penny Stock. These types of stocks are generally considered to be highly speculative and high risk because of their lack of liquidity, large bid-ask spreads & small capitalization. Depending on the market condition and RMS policy of the company RMS reserve the right to refuse to provide the limit in Penny stocks and losses if any on account of such refusal shall be borne by client only.

On a specific request of a client, the member may use its discretion and permit the client to trade in the above referred groups' securities with conditions / restrictions / limitations.

**b) Exposure Limits**

Exposure limits for the trading will be based on financial ledger balances (credits) of all NSE Cash, NSE F&O, NSE Currency, BSE Cash, BSE F&O, MSEI Cash, MSEI F&O and stocks (with applicable hair cut on values).

Exposure limit multiples are subject to change and may vary depending on prevailing market conditions, client's profile or other factors. The member can alter / change it with or without intimation to Clients at its sole discretion.

**c) Brokerage**

The member can charge 2.5% maximum brokerage of the trade value. The brokerage will be charged within the prescribed limit i.e. not more than 2.5% of the trade value exclusive of statutory levies and inclusive of authorised personage. In F&O Segment brokerage on options will be charged on Trading Premium amount @ 2.5% of Premium amount OR Rs. 100/- per contract, whichever is higher. However the broker has the right to change lower brokerage if felt necessary.

**d) Imposition of Penalty / Delayed Payment and Other Charges.**

Penalty / Delayed payment and other charges levied by the Exchanges pertaining to the trading of the client would be recovered from the client. Any amounts overdue from the client towards trading and investment in any segments of any Exchanges, maybe charged with delayed payment charges at a rate not more than 1.75% per month or part thereof or at such rates as mutually decided between the Broker and the Client. The broker will recover the penalty / delayed payment charges / other charges directly by debiting the account of the

Client on daily basis or at the end of each month or at the end of any period as may be decided by the Broker. Also any amount due from the Client (including the other charges) shall be offset against the dues owed by the Stock Broker to the Client. No interest or charges will be paid by the Stock Broker to the client in respect of retention of funds and securities to meet future settlement obligations or running account maintenance.

**e) Right to sell shares and close positions**

The member shall be entitled to liquidate / close out all or any of the Client's position including any collateral for non payment of margin or other amounts, outstanding debt etc. and adjust the proceeds of such liquidation/ close out, if any, against the Client's liabilities/ obligations.

The member reserves the right to decide upon the threshold limits for liquidation of Clients positions. The Client understands and agrees to Wellworth Share and Stock Broking Ltd. communicating such threshold limits periodically, orally, and / or through emails, written correspondences through its trading terminals, branch representative, website, etc.

However, in the event of extreme volatility and / or Client's open (outstanding) position resulting in marked to market losses beyond member's thresholds any time during a trading session, and /or Clients positions or collateral being unsalable, thereby forcing The member to liquidate any of the Client's available positions and collateral, same shall be done by member during the course of a trading session without recourse to the Client.

**f) Internal netting of Trades**

Member has the right to allocate securities / credits among the Client and other Clients of member in a manner and form that the member deems fit. Where the member has a net purchase obligation with the exchange but receives short delivery from the exchange or the exchange is able to deliver only in part after the auction settlement or is settled by close out as per exchange rules, the same should be passed on to the client, as the case may be.

In the event of the selling Client is unable to deliver securities against his / her / their sale obligation, the member shall inform the exchange relating to the short fall for further action by the exchange or WSSBL shall endeavor to collect the securities from the selling clients and deliver it to the purchasing client or WSSBL shall attempt to purchase the security from the market and deliver it to the purchasing

client. The purchase cost as well as all the incidental charges shall be debited to the account of the defaulting client. If WSSBL is not able to procure the securities from the market, then the transaction will be closed out as per the auction rate prescribed by the Exchange for that scrip and the closing amount will be credited to the purchasing client and debited to the selling client.

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

The Stock Broker shall have the absolute discretion and authority to reduce the volume of business of the Client or to close existing positions of the client without any prior notice to the client in such conditions as:

- 1) The volatility in the market or particular scrip or Derivatives value.
- 2) In view of impending price sensitive announcements or insider trading restrictions on the Client.
- 3) Any restrictions in relation to volume of trading outstanding positions of contracts or Margins or Penalties or Orders as imposed by the Exchanges or Regulators or the member.
- 4) Political instability in the Country.
- 5) Failure by the client to maintain the applicable collateral/margin and/or delay by the client in meeting his / her obligations / dues relating to the business / dealings done under Client Broker Agreement or pursuant to other agreements and authorizations between the client and broker.
- 6) Unforeseen adverse market conditions and natural calamities affecting the working of the markets.
- 7) Illegal trade practices undertaken by the client or money laundering activities seen in client's dealings.

The above restrictions specified are only illustrative and does not restrict the broker to add any additional instances that may be required to be added considering the market situations.

**h) Temporarily suspension or closing of account on Client's request.**

For following conditions, Client's account will be temporarily suspended and will be re-activated on written request by the Client.

- i) On receipt of a written request from the Client.
- ii) Account has been inoperative for a period of 6 months.
- iii) Discrepancies found by surveillance department
- iv) On account of non-compliance of any requirement
- v) Any grievance raised by/ against the Client

Additionally the account of the Client will be closed on receipt of a written request from the client.

**i) Deregistering a Client**

- i) On a written request from the client
- ii) SEBI debarred entities / debarred by any other authorities.
- iii) Any regulatory action taken against Client after entering in agreement with member

Consent for receiving Electronic Documents – Beneficiary Owner Account

**j) Proprietary Trading**

The member discloses herewith that it undertakes proprietary trading in addition to client business.

☺ \_\_\_\_\_

Date \_\_\_\_\_



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

DP ID	1	2	0	2	5	5	0	0	Client ID								
-------	---	---	---	---	---	---	---	---	-----------	--	--	--	--	--	--	--	--

First Holder Name	
Second Holder Name	
Third Holder Name	

To,  
**Wellworth Share And Stock Broking Ltd.**  
 501 Akruti Orion, Shradhanand Road, Vile Parle (East), Mumbai - 400 057.

**Sub: Declaration**

Dear Sir,

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

**OPTION 1:**

I/We require you to issue Delivery Instruction Slip (DIS) booklet to me / us immediately on opening my / our CDSL account though I / we have issued a Power of Attorney (POA) / executed PMS agreement in favour of / with **Wellworth Share And Stock Broking Ltd.** (name of the attorney / Clearing Member / PMS manager) for executing delivery instructions for setting stock exchange trades [settlement related transactions] effected through such Clearing Member / by PMS manager.

Yours faithfully,

	First Holder / Sole	Second Holder	Third Holder
Name			
Signatures	☺	✿	⊙

**OR**

**OPTION 2:**

I/We do not require the Delivery Instruction Slip (DIS) for the time being, since I / We have issued a POA / executed PMS agreement in favour of / with **Wellworth Share And Stock Broking Ltd.** (name of the attorney / Clearing Member / PMS manager) for executing delivery instructions for setting stock exchange trades [settlement related transactions] effected through such Clearing Member / by PMS manager. However, the Delivery Instruction Slip (DIS) booklet should be issued to me / us immediately on my / our request at any later date.

Yours faithfully,

	First Holder / Sole	Second Holder	Third Holder
Name			
Signatures	☺	✿	⊙

**Acknowledgement Receipt**

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

DP ID	1	2	0	2	5	5	0	0	Client ID								
First Holder Name																	
Second Holder Name																	
Third Holder Name																	

For WELLWORTH SHARE AND STOCK BROKING LTD.  
 Seal & Signature

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**CONFIRMATION UNDER THE FOREIGN ACCOUNT TAX COMPLIANCE ACT (FATCA)  
FOR DETERMINING US PERSON STATUS**

**MANDATORY**

[Mandatory for all investors including Unit holder (Guardian in case of minor) and Joint holder(s)]

To,  
**Wellworth Share And Stock Broking Ltd.**  
501 Akruti Orion, Shradhanand Road,  
Vile Parle (East), Mumbai - 400 057.

**APPLICANT'S INFORMATION**

Trading A/c No.

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

Demat A/c No.


**FATCA DECLARATION FOR INDIVIDUAL CLIENTS**

Please provide a response common to all holders in the folio(s). For eg : If the answer to any one of the question for any one of the holder is "Yes", please tick on "Yes" against the question.

**FOR INDIVIDUAL INVESTORS (INDIVIDUAL / NRI / HUF / ON BEHALF OF MINOR / PROPRIETORSHIP FIRM)**

FATCA Compliance Confirmation Indicia	"Yes" or "No" please (✓)	
Are you a resident or Citizen of the United States?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Is US your place of birth?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Do you have a US telephone number in the capacity of a resident / citizen of US?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Do you hold any residence / mailing address / 'C/o address' / hold mail address / PO Box address in the US?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Is your POA holder based out of US or hold US residence / citizenship?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Do you pay tax in the US?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Do you hold an Identification Number or any identification that indicates US residence / citizenship?	<input type="checkbox"/> Yes	<input type="checkbox"/> No

**In case of individual client who is a resident or Citizen of the United States:**

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

Nationality : \_\_\_\_\_ Place of Birth : \_\_\_\_\_


Tax Identification Number (TIN) allotted by Tax resident country : \_\_\_\_\_

TIN Issuing country : \_\_\_\_\_

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

**DECLARATION & SIGNATURE(S) (To be signed as per mode of holding)**

Client agrees to provide the trading member and/or depository participant with any documentation or information requested relating to individual or entity tax status. To the extent required by the trading member and/or depository participant, client hereby consents to the disclosure and reporting of any tax related information obtained or held by the trading member and/or depository participant to any local or foreign regulatory or tax authority ("Tax Authority"). Upon request by the trading member and/or depository participant, client hereby agrees to obtain a written waiver or consent from the entity's "substantial owners" or "controlling persons" and to provide those consents to the trading member and/or depository participant to permit it to disclose and report tax and account specific financial information to any local or foreign Tax authority. The terms "substantial owners" and "controlling persons" shall have the meaning as defined under local or foreign tax laws, regulatory guidance or inter governmental cooperation agreements. The potential consequences for failure to comply with requests for tax information, failure to respond to requests for waivers or consents for tax information disclosure, and/or failure to respond to requests to obtain waivers or consents from substantial owners or controlling persons, include, but are not limited to: (a) trading member and/or depository participant has the right to carry out actions which are necessary to comply with the local or foreign tax reporting obligations; (b) trading member and/or depository participant has the ability to withhold taxes that may be due from certain payments made to the client's account; (c) trading member and/or depository participant has the right to pay relevant taxes to the appropriate tax authority; (d) trading member and/or depository participant has the right to refuse to provide certain services; and (e) trading member and/or depository participant has the discretion to close client accounts. The client agrees to inform, or respond to any request from, the trading member and/or depository participant, if there are any changes to tax information previously provided.

	<b>First Holder / Sole / Authorised Signatory 1</b>
<b>Name</b>	
<b>Signatures</b>	

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

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

**DRAFT POA FOR PAY-IN OF SECURITIES FOR  
THE PURPOSE OF SETTLEMENT**

**(VOLUNTARY)**

☺ TO ALL TO WHOM THESE PRESENTS SHALL COME I/We [BO details as specified in Schedule A] SEND GREETINGS.

\* **Whereas** I/ we hold Beneficial Owner Account Number 12025500 \_\_\_\_\_ with Central Depository Services (India) Limited (CDSL), through **WELLWORTH SHARE AND STOCK BROKING LTD.** bearing DP ID **12025500**.

☉ **And Whereas** I/ we am/ are desirous to buy and sell securities through **WELLWORTH SHARE AND STOCK BROKING LTD.** (hereinafter referred to as "Stock Broker") having its office at 501 Akruti Orion, 5th Floor, Shradhanand Road, Vile Parle (East), Mumbai – 400 057, member of Bombay Stock Exchange Limited and National Stock Exchange Of India Limited, bearing SEBI registration No.: **INZ000261433**.

Now know you all and these presents witness that I/ we do hereby nominate, constitute and appoint Stock Broker as my true and lawful attorney and authorise it to perform the following functions on my behalf:

- i. To transfer/ pledge securities held in my/our aforementioned beneficial owner account(s) or any other account informed by me in writing, to the demat accounts of the stock broker [as specified in Annexure B] or demat accounts of the stock broker maintained for the purpose of settlement of trades and margin obligations arising out of trades executed by me/us on any recognized stock exchange through the stock broker. However, the said power will be restricted to transfer of securities to the Clearing Member ID allotted to the stock broker by any existing or future exchange that the stock broker has joined/ will join as a member or to any demat accounts linked to the said Clearing Member ID provided that I/we have executed a Client registration/ segment activation document(s) with the stock broker for such exchanges.
- ii. To pledge the securities in favor of the stock broker for the limited purpose of meeting my/our margin requirements in connection with the trades executed by me/us on any recognized stock exchange through the stock broker. I/ we understand that the stock broker may further re-pledge the said securities to its clearing member or clearing corporation towards my margin/ pay-in/ exposure or such other liability as may arise from time to time on account of my trades/ positions.
- iii. To return to me/us, the securities that may have been received by the stock broker erroneously or those securities that the stock broker was not entitled to receive from me/us;
- iv. To send consolidated summary of my/our scrip-wise buy and sell positions taken with average rates to me/us by way of SMS/ email on a daily basis, notwithstanding any other document to be disseminated as specified by SEBI from time to time.;
- v. To apply for various products like Mutual Funds, Public Issues (shares as well as debentures), rights, offer of shares, tendering shares in open offers, buy back etc pursuant to oral/written/electronic instructions given by me/us to the stock broker.

I/We further agree and confirm that the powers and authorities conferred by this Power of Attorney shall continue until it is revoked (without notice) in writing by me and that the said revocation shall be effective from the date on which the revocation notice is received by the stock broker in his office.

SIGNED AND DELIVERED By the within named Beneficial Owner

	<b>First / Sole Holder (for and on behalf of the BO)</b>	<b>Second Joint Holder</b>	<b>Third Joint Holder</b>
<b>Specimen Signatures</b>	☺	*	☉

### Annexure A: BO Details

First / Sole Holder Name		<b>If HUF, Co-parceners Signature:</b>  1) _____  2) _____  3) _____  4) _____  5) _____
Second Holder Name		
Third Holder Name		
BO ID	12025500_____	
Address		

### Annexure B Demat Account of Stock Brokers

Name of Exchange	Demat Account Number	Type of Accounts
BSE	IN653913	Pool
BSE	1202550000000071	Principal
BSE	1100001000013952	Early Pay-in
NSE	IN562574	Pool
NSE	1100001100015635	Early Pay-in
NSE SLB	1100002300000427	Early Pay-in
BSE / NSE	1202550000193350	Client Securities Margin Pledge Account

	First / Sole Holder	Second Joint Holder	Third Joint Holder
<b>Signatures</b>	☺	✿	⊙

**Witness:**

Name:	Address:
Sign.:	

**Definitions:**

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

1. "Depository" means Central Depository Services (India) Limited a company incorporated in India under the Companies Act 1956 and having its registered office at 17th Floor, P.J. Towers, Dalal Street, Fort, Mumbai 400 001 and all its branch offices and includes its successors and assigns.
2. 'DP' means Depository Participant of CDSL. The term covers all types of DPs who are allowed to open demat accounts for investors.
3. 'BO' means an entity that has opened a demat account with the depository. The term covers all types of demat accounts, which can be opened with a depository as specified by the depository from time to time.
4. SMS means "Short Messaging Service"
5. "Alerts" means a customized SMS sent to the BO over the said mobile phone number.
6. "Service Provider" means a cellular service provider(s) with whom the depository has entered / will be entering into an arrangement for providing the SMS alerts to the BO.
7. "Service" means the service of providing SMS alerts to the BO on best effort basis as per these terms and conditions.

**Availability:**

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

**Receiving Alerts:**

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

**Fees:**

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

**Disclaimer:**

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

**Liability and Indemnity:**

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

**Amendments:**

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

**Governing Law and Jurisdiction:**

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

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

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

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

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

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

BOID	1	2	0	2	5	5	0	0	Client ID									
------	---	---	---	---	---	---	---	---	-----------	--	--	--	--	--	--	--	--	--

(Please write your 8 digit Client ID)

Sole / First Holder's Name	
Second Holder's Name	
Third Holder's Name	

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

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

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

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

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

	First/Sole Holder	Second Joint Holder	Third Joint Holder
Name			
Signatures	☺	✿	◎

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

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



**Combined Registration Form for availing SMS Alert and /or TRUST facility and for registering Clearing Members on whose behalf the securities can be transferred from the account of BO on the basis of SMS under TRUST facility**

**(VOLUNTARY)**

To,  
**Wellworth Share And Stock Broking Ltd.**  
 501 Akruti Orion, Shradhanand Road,  
 Vile Parle (East), Mumbai - 400 057.

Dear Sir/Madam,

I/We wish to avail the following facility/ies provided by the depository on my/our mobile number as provided below subject to the terms and conditions as specified by CDSL

- a. SMART-SMS alert facility
- b. TRUST- TRansaction using Secured Texting facility

***(please note that SMS alert facility is mandatory if TRUST facility is opted for)***

BOID	1	2	0	2	5	5	0	0	Client ID								
------	---	---	---	---	---	---	---	---	-----------	--	--	--	--	--	--	--	--

(Please write your 8 digit Client ID)

Sole / First Holder's Name	
Second Holder's Name	
Third Holder's Name	

I/We wish to register the following clearing members / IDs under my/our above mentioned BO ID registered for TRUST

Sr. No.	Stock Exchange Name/ID	Clearing Member Name	Clearing Member ID (Optional)

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

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

***(Existing users registered for SMS alerts:- Please note that if the mobile number for TRUST is different than the registered mobile number for SMS alert, the new mobile number will be updated for SMS alert also.)***

**The mobile number is registered in the name of:**

(Name) \_\_\_\_\_




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

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

I/ We consent to CDSL providing to the service provider such information pertaining to account/transactions in my/our account as is necessary for the purpose of availing the said facility.

I/we acknowledge that transactions entered by the above clearing members will be executed on the basis of SMS sent through our registered mobile number under TRUST and I/we shall be wholly responsible for execution / non-execution of the said transactions based on receipt/non-receipt of such SMS.

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

	<b>First Holder / Sole</b>	<b>Second Holder</b>	<b>Third Holder</b>
<b>Name</b>			
<b>Signatures</b>			

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

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

**1. Definitions:**

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

- i. "Depository" means Central Depository Services (India) Limited (CDSL)
  - ii. TRUST means "Transactions Using Secured Texting" service offered by the Depository.
  - iii. "Service Provider" means a cellular service provider(s) with whom the Depository has entered / shall enter into an arrangement for providing the TRUST service to the BO.
  - iv. "Service" means the service of providing facility to receive/give instructions through SMS on best effort basis as per the following terms and conditions. The types of transaction that would normally qualify for this type of service would be informed by CDSL from time to time.
  - v. "Third Party" means the operators with whom the Service Provider is having / will have an arrangement for providing SMS to the BO.
2. The service will be provided to the BO at his / her request and at the discretion of the depository provided the BO has registered for this facility with their mobile numbers through their DP or by any other mode as informed by CDSL from time to time. Acceptance of application shall be subject to the verification of the information provided by the BO to the Depository
  3. The messages will be sent on best efforts basis by way of an SMS on the mobile no which has been provided by the BOs. However Depository shall not be responsible if messages are not received or sent for any reason whatsoever, including but not limited to the failure of the service provider or network.
  4. The BO is responsible for promptly informing its DP in the prescribed manner any change in mobile number, or loss of handset on which the BO wants to send/receive messages generated under TRUST. In case the new number is not registered for TRUST in the depository system, the messages generated under TRUST will continue to be sent to the last registered mobile number. The BO agrees to indemnify the depository for any loss or damage suffered by it on account of messages sent on such mobile number.
  5. The BO agrees that SMS received by the Depository from the registered mobile number of the BO on the basis of which instructions are executed in the depository system shall be conclusive evidence of such instructions having been issued by the BO. The DP / CDSL will not be held liable for acting on SMS so received.
  6. The BO shall be responsible for submitting response to the 'Responsive SMS' within the specified time period. Transactions for which no positive or negative confirmation is received from the BO, will not be executed except for transaction for deregistration. Further, CDSL shall not be responsible for BOs not submitting the response to the said SMS within the time limit prescribed by CDSL.
  7. The BO agrees that the signing of the TRUST registration form by all joint holders shall mean that the instructions executed on the basis of SMS received from the registered mobile for TRUST shall be deemed to have been executed by all joint holders.
  8. The BO agrees to ensure that the mobile number for TRUST facility and SMS alert (SMART) facility is the same. The BO agrees that if he is not registered for SMART, the DP shall register him for SMART and TRUST. If the mobile number provided for TRUST is different from the mobile number recorded for SMART, the new mobile number would be updated for SMART as well as TRUST.
  9. BOs are advised to check the status of their obligation from time to time and also advise the respective CMs to do so. In case of any issues, the BO/CM should approach their DPs to ensure that the obligation is fulfilled through any other mode of delivery of transactions as may be informed / made available by CDSL from time to time including submission of Delivery Instruction Slips to the DP .
  10. The BO acknowledges that CDSL will send the message for confirmation of a transaction to the BO only if the Clearing Member (registered by the BO for TRUST) enters the said transaction in CDSL system for execution through TRUST within prescribed time limit.
  11. The BO further acknowledges that the BO/CM shall not have any right to any claim against either the DP or Depository for losses, if any, incurred due to non receipt of response on the responsive SMS or receipt of such response after the prescribed time period. In the event of any dispute relating to the date and time of receipt of such response, CDSL's records shall be conclusive evidence and the Parties agree that CDSL's decision on the same shall be final and binding on both Parties.
  12. The BO may request for deregistration from TRUST at any time by giving a notice in writing to its DP or by any other mode as specified by Depository in its operating instructions. The same shall be effected after entry of such request by the DP in CDSL system if the request is received through the DP.
  13. Depository reserves the right to charge such fees from time to time as it deems fit for providing this service to the BO.

14. The BO expressly authorises Depository to disclose to the Service Provider or any other third party, such BO information as may be required by them to provide the services to the BO. Depository however, shall not be responsible and be held liable for any divulgence or leakage of confidential BO information by such Service Providers or any other third party.
15. The BO takes the responsibility for the correctness of the information supplied by him to Depository through the use of the said Facility or through any other means such as electronic mail or written communication.
16. The BO is solely responsible for ensuring that the mobile number is not misused and is kept safely and securely. The Depository will process requests originated from the registered Mobile as if submitted by the BO and Depository is not responsible for any claim made by the BO informing that the same was not originated by him.
17. Indemnity:  
In consideration of providing the service, the BO agrees that

the depository shall not be liable to indemnify the BO towards any damages, claims, demands, proceedings, loss, cost, charges and expenses whatsoever as a consequence of or arising out of interference with or misuse, improper or fraudulent use of the service by the BO.

18. Disclaimer:  
Depository shall be absolved of any liability in case:-
- There is loss of any information during processing or transmission or any unauthorized access by any other person or breach of confidentiality.
  - There is any lapse or failure on the part of the service providers or any third party affecting the said Facility and that Depository makes no warranty as to the quality of the service provided by any such service provider.
  - There is breach of confidentiality or security of the messages whether personal or otherwise transmitted through the Facility.

BOID	1	2	0	2	5	5	0	0	Client ID								
------	---	---	---	---	---	---	---	---	-----------	--	--	--	--	--	--	--	--

(Please write your 8 digit Client ID)


	First Holder / Sole	Second Holder	Third Holder
<b>Name</b>			
<b>Signatures</b>	☺	✿	⊙

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

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

As required under Circular No. SEBI/MRD/SE/Cir-42/2003 dated 19.11.2003 issued by the Securities and Exchange Board of India, we hereby disclose that in addition to client-based business, we are doing proprietary trading since 03.01.2005

**For Wellworth Share And Stock Broking Ltd.**

(Authorised Signatory / Director) 

I /We have read the above disclosure & give my / our acceptance for the same

 \_\_\_\_\_

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

Date \_\_\_\_\_

Place \_\_\_\_\_

**SUGGESTED OPTION FORM FOR AVAILING OF ADDITIONAL FACILITIES IN BO MODULE**

**VOLUNTARY**

**Annexure F**




To,  
**Wellworth Share And Stock Broking Ltd.**  
501 Akruti Orion, Shradhanand Road,  
Vile Parle (East), Mumbai - 400 057.

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

Dear Sir / Madam,

I / We wish to avail the following facility for the new account for which we have submitted my / our account opening form

<b>ANNUAL REPORT FLAG</b>	<input type="checkbox"/> Yes	<input type="checkbox"/> No
<b>EMAIL DOWNLOAD FLAG</b>	<input type="checkbox"/> Yes	<input type="checkbox"/> No
<b>PLEDGE PROCESSING FLAG</b>	<input type="checkbox"/> Yes	<input type="checkbox"/> No

	<b>First/Sole Holder</b>	<b>Second Joint Holder</b>	<b>Third Joint Holder</b>
Name			
Signatures			

**THESE ADDITIONAL CLAUSE(S) / DOCUMENTATION(S) ARE VOLUNTARY AND AT THE DISCRETION OF THE STOCK BROKER AND THE CLIENT. THE SAME ARE REQUIRED IN ORDER TO ENSURE SMOOTH FUNCTIONING OF INTERNET TRADING FACILITY OFFERED BY THE STOCK BROKER. THE CLIENT NEED NOT EXECUTE THIS DOCUMENT IF HE / SHE DOES NOT WISH TO USE THAT FACILITY. THE CLIENT HAS THE RIGHT TO TERMINATE THE DOCUMENT, IN WHICH EVENTUALITY; THE STOCK BROKER MAY TERMINATE THE SPECIAL FACILITY)**

**A. ADDENDUM TO AGREEMENT FOR INTERNET BASED TRADING - BSE**

**1. DEFINITIONS:**

- 1.1 For this schedule, unless the context otherwise requires the following words shall have the following meanings:-
- (i) "The Exchange" means the BSE Ltd and includes a segment of the Exchange.
  - (ii) "Exchange Provisions" means the Rules, Bye-laws, Regulations, Business Requirement, Specifications, handbooks, notices, circulars and resolutions of the Exchange or any segment of the Exchange in force from time to time and includes the Minimum Requirements Handbook for ITORS prescribed by the Exchange, as amended from time to time.
  - (iii) "ITORS" means Internet based Trading Through Order Routing System, being a system approved by the Exchange for enabling clients to route their orders to their Stock Broker/s over the internet.
  - (iv) "ITORS Account Application" means the application submitted by the Client to the Stock Broker to permit the Client to avail of the Stock Broker's ITORS Service.
  - (v) "ITORS Service" or "Service" means the service offered by the Stock Broker to its clients through ITORS whereunder the clients can route their orders for purchase, sale and other dealings in securities through the Stock Broker's ITORS System.
  - (vi) "Stock Broker's ITORS System" or "Stock Broker's ITORS WebSite" means the web site hosted by the Stock Broker on the internet through which the Stock Broker offers the ITORS Service and includes the hardware and software used for hosting and supporting the WebSite.
  - (vii) "Password" means an alphanumeric code used by the Client to validate his/her username and access the Service.
  - (viii) "SEBI" means the Securities & Exchange Board of India.

(ix) "Username" means an alphanumeric login identification used by the Client for accessing the Service.

- 1.2 In this Agreement, headings are used for convenience and ease of reference only and shall not affect the construction or interpretation of any provision of this Agreement.
- 1.3 In this Agreement, unless the context otherwise requires, reference to the singular includes a reference to the plural and vice-versa, and reference to any gender includes a reference to all other genders.
- 1.4 In this Agreement, unless the context otherwise requires, references to Recitals and Clauses shall be deemed to be a reference to the recitals and clauses of this Agreement.
- 1.5 References to any enactment are to be construed as referring also to any amendment or re-enactment thereof and to any rule, bye-law, regulation, business requirement, specification, order or other provision made under it.

**2. AGREEMENT TO PROVIDE AND AVAIL OF THE ITORS SERVICE:**

The Stock Broker agrees to provide the Stock Broker's ITORS Service to the Client, and the Client agrees to avail of the Stock Broker's ITORS Service, on and subject to the terms and conditions of this Agreement, the Exchange Provisions and the terms of the Stock Broker's ITORS Web Site.

**3. USER NAME AND PASSWORD:**

- 3.1 The Client will be entitled to a username and password, which will enable him to access the Stock Broker's ITORS System for availing of the Service.
- 3.2 The Client is aware that the Stock Broker's ITORS System itself generates the initial password and that the Stock Broker is aware of the same. The Client agrees and undertakes to immediately change his initial password upon receipt thereof. The Client is aware that subsequent passwords are not known or available to the Stock Broker.
- 3.3 The Client shall be responsible for keeping the Username and Password confidential and secure and shall be solely responsible for all orders entered and transactions done by any person whosoever through the Stock Broker's ITORS System using the Client's Username and/or Password whether or not such person was authorised to do so.
- 3.4 The Client shall immediately inform the Stock Broker of any unauthorized use of the Client's Username or Password with full details of such unauthorised use including the date of such unauthorised use, the manner

in which it was unauthorisedly used, the transactions effected pursuant to such unauthorised use, etc.

- 3.5 The Client acknowledges that he is fully aware of and understands the risks associated with availing of a service for routing orders over the internet including the risk of misuse and unauthorised use of his Username and/or Password by a third party and the risk of a person hacking into the Client's account on the Stock Broker's ITORS System and unauthorisedly routing orders on behalf of the Client through the System. The Client agrees that he shall be fully liable and responsible for any and all unauthorised use and misuse of his Password and/or Username and also for any and all acts done by any person through the Stock Broker's ITORS System on the Client's Username in any manner whatsoever.
- 3.6 The Client shall log off from the ITORS Service at any time the Client is not accessing or using the Service and any liability incurred to the Client as a consequence of the Client not logging off the Service shall borne solely by the Client.
- 3.7 Without prejudice to the provisions of Clause 3.5, the Client shall immediately notify the Stock Broker in writing with full details if :
- (i) he discovers or suspects unauthorised access through his Username, Password or account,
  - (ii) he notices discrepancies that might be attributable to unauthorised access,
  - (iii) he forgets his password or
  - (iv) he discovers a security flaw in the Stock Broker's ITORS System.
- 3.8 In any of the above events specified in Clause 3.7, the Client shall immediately change his Password. However, if the Client is unable to change his Password by reason of his having forgotten his Password or his Password having been unauthorisedly changed by some other person or for any other reason then the Client shall immediately request the Stock Broker in writing to discontinue his old Password; and thereupon the Stock Broker shall cause the Stock Broker's ITORS System to discontinue the use of the Client's old Password and the Stock Broker's ITORS System shall generate a new Password for the Client which shall be communicated to the Client. At no point in time shall the Stock Broker be liable for any loss, whether notional or actual, that may be suffered by the Client on account of the misuse of the Password.

#### **4. TRANSACTIONS AND SETTLEMENTS:**

- 4.1 All orders for purchase, sale or other dealings in securities and other instructions routed through the Stock Broker's ITORS System via the Client's Username shall be deemed to have been given by the Client.

- 4.2 The orders and instructions and all contracts and transactions entered into pursuant thereto and the settlement thereof will be in accordance with the Exchange Provisions.
- 4.3 The Stock Broker may from time to time impose and vary limits on the orders which the Client can place through the Stock Broker's ITORS System (including exposure limits, turnover limits, limits as to the number, value and/or kind of securities in respect of which orders can be placed, the companies in respect of whose securities orders can be placed, etc.). The Client is aware and agrees that the Stock Broker may need to vary or reduce the limits or impose new limits urgently on the basis of the Stock Broker's risk perception and other factors considered relevant by the Stock Broker, and the Stock Broker may be unable to inform the Client of such variation, reduction or imposition in advance. The Client agrees that the Stock Broker shall not be responsible for such variation, reduction or imposition or the Client's inability to route any order through the Stock Broker's ITORS System on account of any such variation, reduction or imposition of limits. The Client understands and agrees that the Stock Broker may at any time, at its sole discretion and without prior notice, prohibit or restrict the Client's ability to place orders or trade in securities through the Stock Broker.
- 4.4 Though orders will generally be routed to the Exchange's computer systems within a few seconds from the time the order is placed by the Client on the Stock Broker's ITORS System, the Stock Broker shall not be liable for any delay in the execution of any order or for any resultant loss on account of the delay.
- 4.5 The Client agrees that the Stock Broker may, at its sole discretion, subject any order placed by a Client to manual review and entry, which may cause delays in the processing of the Client's order or may result in rejection of such order.
- 4.6 In case of a market order, the Client agrees that he will receive the price at which his order is executed by the exchange's computer system; and such price may be different from the price at which the security is trading when his order is entered into the Stock Broker's ITORS System.

#### **5. MARGIN:**

The Client agrees and undertakes to immediately deposit with the Stock Broker such cash, securities or other acceptable security, which the Stock Broker may require as margin. The Client agrees that the Stock Broker shall be entitled to require the Client to deposit with the Stock Broker a higher margin than that prescribed by the Exchange. The Stock Broker shall also be entitled to require the Client to keep permanently with the Stock Broker a margin of a value specified by the Stock Broker so long as the Client desires to avail of the Stock Broker's ITORS Service.

## **6. CANCELLATION REQUESTS**

- 6.1 When the Client places a request to cancel an order, the cancellation of that order is not guaranteed. The order will only be cancelled if the Client's request for cancellation is received and the order is successfully cancelled before it is executed.
- 6.2 The Client shall not be entitled to presume an order as having been executed or canceled until a confirmation from the Stock Broker is received by the Client.
- 6.3 The Exchange may annul a trade suo-moto without giving a reason therefor. In the event of such annulment, the Stock Broker shall be entitled to cancel the relative contract(s) with the Client.

## **7. BROKERAGE, COMMISSIONS AND FEES**

- 7.1 The Client agrees to pay the Stock Broker brokerage, commission, Fees, GST and other taxes and transaction expenses as they exist from time to time and as they apply to the Client's account and transactions, and the services that he receives from the Stock Broker.
- 7.2 A schedule of brokerage, fees and commissions, applicable service and other taxes and other transaction expenses shall be provided by the Stock Broker to the Client from time to time upon request by the Client.

## **8. CONFIRMATIONS**

Online confirmation will be available to the Client upon execution or cancellation of an order placed by him through the Stock Broker's ITORS System. This shall be followed by a confirmation, which may be sent by postal mail, electronic mail or other electronic means. It is the responsibility of the Client to review upon first receipt, whether delivered to him online, by postal mail, by electronic mail, or other electronic means, all confirmations of transactions or cancellations.

## **9. INVESTMENT ADVICE**

- 9.1 The Client acknowledges that the Stock Broker shall not be liable to provide him with any legal, tax, investment or accounting advice or advice regarding the suitability or profitability of a security or investment.
- 9.2 The Client also acknowledges that the Stock Broker's employees are not authorized to give any such advice and that the Client will not solicit or rely upon any such advice from the Stock Broker or any of its employees.
- 9.3 The Client agrees that in the event of the Stock Broker or any employee or official of the Stock Broker providing any information, recommendation or advice to the Client, the Client may act upon the same at the sole risk and cost of the Client, and the Stock Broker shall not be liable or responsible for the same.
- 9.4 The Client assumes full responsibility with respect to his investment decisions and transactions.
- 9.5 The Stock Broker, its officers, directors, partners, employees, agents and affiliates will have no liability with respect to any investment decisions or transactions of the Client.

## **10. SUPPLEMENTAL TO MAIN STOCK BROKER – CLIENT AGREEMENT:**

This Agreement is supplemental to, and does not supersede, the Main Stock Broker-Client Agreement. Save and except as modified expressly or by implication by this Agreement the Exchange Provisions or the terms of the Stock Broker's ITORS WebSite, the provisions of the Main Stock Broker- Client Agreement shall apply mutatis mutandis to the extent applicable to dealings between the Stock Broker and the Client pursuant to or otherwise relating to the Stock Broker's ITORS Service.

## **11. REPRESENTATIONS AND WARRANTIES OF CLIENT**

The Client represents and warrants to the Stock Broker that:

- 11.1 All the information provided and statements made in the Client's ITORS Account Application are true and correct and are not misleading (whether by reason of omission to state a material fact or otherwise) and the Client is aware that the Stock Broker has agreed to provide the Stock Broker's ITORS Service to the Client on the basis, inter alia, of the statements made in the Client's ITORS Account Application.
- 11.2 The Client is aware and acknowledges that trading over the internet involves many uncertain factors and complex hardware, software, systems, communication lines, peripherals, etc. which are susceptible to interruptions and dislocations; and the Stock Broker's ITORS Service may at any time be unavailable without further notice. The Stock Broker and the Exchange do not make any representation or warranty that the Stock Broker's ITORS Service will be available to the Client at all times without any interruption. The Client agrees that he shall not have any claim against the Exchange or the Stock Broker on account of any suspension, interruption, non-availability or malfunctioning of the Stock Broker's ITORS System or Service or the Exchange's service or systems for any reason whatsoever.
- 11.3 The Client has the required legal capacity to, and is authorised to, enter into this Agreement and is capable of performing his obligations and undertakings hereunder.
- 11.4 All actions required to be taken to ensure compliance of all the transactions, which the Client may enter into pursuant to this Agreement with all applicable laws, shall be completed by the Client prior to such transaction being entered into.
- 11.5 The Client shall abide by the Exchange Provisions and the terms of the Stock Broker's ITORS WebSite in force from time to time.
- 11.6 Any instructions given by an authorised representative of the Client to the Stock Broker (or to the Stock Broker's representative) shall be binding on the Client.



## **12. REPRESENTATIONS AND WARRANTIES OF THE STOCK BROKER:**

The Stock Broker represents and warrants to the Client that :-

The Stock Broker's ITORS System has been approved by the Exchange. Where the ITORS system has not been approved by the Exchange, the Stock Broker has applied/ proposes to apply to the Exchange to approve the said ITORS System and the Stock Broker will commence the Stock Broker's ITORS Service only after the Exchange has approved the Stock Broker's ITORS System.

## **13. MARKET DATA**

13.1 The Client understands that the Exchange asserts a proprietary interest in all of the market data it furnishes, directly or through the Stock Broker or otherwise. The Client understands that the Exchange does not guarantee the timeliness, sequence, accuracy or completeness of market data or any other market information, or any messages disseminated by it. Neither the Stock Broker nor the Exchange shall be liable in any way for incorrect, misleading, incomplete or dated data or information and, if the Client acts on the basis of the same, he shall do so at his own risk and cost.

13.2 The Client shall not furnish market information provided by the Exchange to any other person or entity for consideration or otherwise and in the event the Client uses such information he shall do so at his own risk and cost.

## **14. NOTICES**

14.1 Any notice or other communication to be given by any party to the other in connection with this Agreement shall be in writing and shall be deemed duly served if delivered personally or sent by facsimile transmission or by prepaid registered post or by e-mail to the addressee at the address or (as the case may be), the e-mail or facsimile number (if any), to the Stock Broker at its Registered office at 501, Akruti Orion, Shraddhanand Road, Vile Parle (E), Mumbai - 400 057 and to the client at the address / email as provided in the Client Registration Form or at such other address, facsimile number or e-mail address as the party to be served may have notified the other in accordance with the provisions of this Clause. Notwithstanding anything stated above, communication relating to orders, margins, maintenance calls and other similar matters in the ordinary course of dealings between the Stock Broker and the Client may be communicated orally.

## **15. EXTRAORDINARY EVENTS**

The Stock Broker and/or its agents will not be liable for losses caused directly or indirectly by government restriction, Exchange or market rulings, suspension of trading, computer, communication, telephone or system failure, war, earthquakes, flood, accident, power failure, equipment or software

malfunction, strikes or any other conditions beyond the Stock Broker's control.

## **16. AMENDMENT TO AGREEMENT**

The Client understands and agrees that the Stock Broker may discontinue his ITORS Service in part or in its entirety and change the terms of the Service (including the terms on the Stock Broker's ITORS WebSite) at any time and from time to time, without prior notice.

## **17. TERMINATION OF AGREEMENT:**

17.1 The Client agrees that the Stock Broker may at any time terminate this Agreement. The Client is aware and accepts that in view of the nature of the transactions and dealings involved in providing the Service it may not be possible for the Stock Broker to give advance notice of such termination or suspension to the Client.

17.2 The Client may at any time terminate this Agreement by not less than seven days notice to the Stock Broker, provided that unless the Stock Broker otherwise permits, the Client shall not be entitled to terminate this Agreement so long as any amount is payable or securities are deliverable by the Client to the Stock Broker.

17.3 The termination of this Agreement shall not affect any rights or obligations of either party which have accrued prior to the termination or which may arise out of or in connection with acts done or omitted prior to the termination.

17.4 The provisions of Clauses 14, 20 and 21 of this Agreement shall survive the termination of this Agreement.

## **18. SEVERABILITY**

In the event of any provisions of this Agreement being held to be or becoming invalid, unenforceable or illegal for any reason, this Agreement shall remain otherwise in full force apart from the said provision which will be deemed deleted. The parties shall however attempt to replace the deleted provision with a legally valid provision that reflects the same purpose as the deleted provision to the greatest extent possible.

## **19. WAIVER**

No forbearance, relaxation or inaction by any party at any time to require the performance of any provision of this Agreement shall in any way affect, diminish, or prejudice the right of such party to require the performance of that or any other provision of this Agreement or be considered to be a waiver of any right, unless specifically agreed in writing.

## **20. LAW AND JURISDICTION**

20.1 This Agreement shall be governed by and construed in all respects in accordance with the laws of the Republic of India and, subject to the provisions of Clause 21, the courts at Mumbai, India shall have jurisdiction over this

Agreement and the arbitration proceedings in relation to the Agreement.

- 20.2 This Agreement and all contracts and transactions between the Stock Broker and the Client pursuant hereto shall be subject to the Exchange Provisions, the Rules, Bye-Laws, Regulations, and other provisions of its clearing house, if any, the provisions of the Securities and Exchange Board of India Act, 1992, the Securities Contracts (Regulation) Act of 1956 and the rules and regulations made thereunder and as amended from time to time.

## 21. DISPUTE RESOLUTION

Any claim, dispute or difference arising between the Parties hereto in respect of this Agreement or any contracts, dealings or transactions pursuant hereto or any rights, obligations, terms or conditions as contained in this Agreement or the interpretation or construction of this Agreement shall be subject to the grievance redressal procedure of the Exchange and shall be subject to the arbitration procedure as prescribed by the Exchange Provisions.

### **B. ADDENDUM TO AGREEMENT FOR INTERNET BASED TRADING - NSE**

1. The provisions of this SCHEDULE shall always be subject to Government notifications, any rules, regulations and guidelines issued by SEBI and Stock Exchange rules, regulations and Bye-laws that may be in force from time to time.
2. In the event of death or insolvency of the client or his otherwise becoming incapable of receiving and paying for or delivering or transferring securities which the client has ordered to be bought or sold, Trading Member may close out the transaction of the client and the client or his legal representative shall be liable for any losses, costs and be entitled to any surplus which may result therefrom.
3. The schedule entered into between the Trading Member and the CLIENT shall stand terminated by mutual consent of the parties by giving at least one month written notice. Such cancellation or termination shall not have any effect on transaction executed before the date of such notice of termination and the parties shall enjoy the same rights and shall have same obligations in respect of such transactions.
4. The instructions issued by an authorized representative of the client shall be binding on the client in accordance with the letter authorizing the said representative to deal on behalf of the client.
5. The CLIENT is aware that authentication technologies and strict security measures are required for the internet trading through order routed system and undertakes to ensure that the password of the CLIENT and/or his authorised representative are not revealed to any third party.
6. The CLIENT agrees that the Trading Member shall not be liable or responsible for non-execution of the orders of the CLIENT due to any link/system failure at the CLIENT/

MEMBERS/EXCHANGE end.

7. The Stock Exchange may cancel a trade suo-moto without giving any reason thereof. In the event of such cancellation, Trading Member shall be entitled to cancel relative contract(s) with CLIENT.
8. The Trading Member shall also send the Order/Trade confirmation slip through E-mail to the CLIENT at his request, within 24 hours (time period as specified by the Client) from the time of execution of order/trade on the NEAT system, as the case may be. The CLIENT agrees that the information sent by Trading Member by E-mail is deemed to be a valid delivery of such information by the MEMBER.
9. The CLIENT is aware that the Trading Member has provided on the web site a facility for reconfirmation of orders, which are larger than that specified by the MEMBER's risk management, by the Trading Member and is also aware that the Trading Member has the discretion to reject the execution of such orders based on his risk perception.
10. The Member and the Client are aware of the provisions of Bye-Laws, Rules and regulations of the Exchange relating to resolution of disputes/differences through the mechanism of arbitration provided by the Exchange and agree to abide by the said provisions.
11. All trades, transactions and contracts are subject to the Bye-Laws, Rules and Regulations of the Exchange and shall be deemed to be and shall take effect as wholly made, entered into and to be performed in the city of Mumbai and the parties to such trade shall be deemed to have submitted to the jurisdiction of the Courts in Mumbai for the purpose of giving effect to the provisions of the Rules and Regulations of the Exchange.
12. In case of Internet Trading facility through Dotex International Limited, Dotex International Limited shall, in no event be liable to Trading Member or the CLIENT or to any third party for any loss, damage, loss of profits or for any other consequential damages, however caused and on any theory of liability

### **C. ADDENDUM TO AGREEMENT FOR INTERNET BASED TRADING - MSEI**

In consideration of the mutual understanding as set forth in this schedule, the parties hereto have agreed to the following terms and conditions

#### 1. Definitions:

"IBT" means internet based trading, being a system approved by the Exchange for enabling clients to route their orders to their Member over the internet.

"IBT Service" means the service offered by the Member to its clients through IBT where under the clients can route their orders for purchase, sale and other dealings in securities / contracts on the Exchange through the Members Web Site.

"Password" means alpha, numeric or alphanumeric code used by the client to validate his username and access the IBT Service.

“System” means the system hosted by the Member on the internet through which the IBT Service is offered, the Member's system for accepting orders over the telephone and also includes any other system offered by the Member for accepting orders from a client and performing any part of the Service.

“Member's Site” means the Member's web site at or such other web site as may be hosted by the Member for access through the internet, through which the Member offers the Services.

2. The client will be entitled to a unique User Name, Password and Customer User identification Number or other identification or security code (herein after referred to as 'IBT account'), which will enable the client to access the Member's System or Service through the Member's website.
3. The client acknowledges that he is fully aware of and understands the risk associated with trading through IBT, including the risk of misuse and unauthorized use of the User Name, Password and Customer User identification Number. And being so fully aware he desires to avail of such facility out of his own free will and is agreeable to bear all associated risks and responsibility.
4. The client shall be responsible for keeping the User Name, Password and Customer User identification Number allotted to him confidential and secure. The client shall be wholly accountable for all the trades executed from the IBT account allotted to him.
5. The client shall immediately inform the Member in case he
  - discovers any flaw in the member's IBT security system
  - discovers or suspects unauthorized access through his IBT account
  - notices any discrepancies in use of IBT account allotted.he does not, on the same day as the receipt or execution of an order by the member, receive a message from the member indicating that the order has been received or executed; he does not receive an accurate written confirmation of an execution; or receives confirmation of an order and/or execution which he did not place; or receives inaccurate information about his account balances or positions taken or transaction history along with all the particulars including the date, manner of use, the transactions effected, etc.
6. In any of the above events, the Member will allot new user name, password or User identification Number or other identification or security code to the Client to secure the authenticity of the orders placed by the Client through his IBT account on the Member's web site.
7. The Client shall log off from his IBT account when he completes a session. The Client will be solely liable for the consequences of failure to log off his IBT account.




8. The Client agrees and undertakes to immediately deposit with the Member such cash, securities of other acceptable security, which the trading member may require as margin. The Member is entitled to require the Client to keep permanently with him a margin of a specified value as long as the Client desires to avail the facility of trading through IBT system.
9. The Client acknowledges that an instruction to modify or cancel an order placed on the trading system of the Exchange may not be carried out if—
  - (a) the order was executed before such instruction was received by the Member's IBT System or
  - (b) it was executed within a short time thereafter, which turns out to be insufficient for the Member's IBT System to place a corresponding instruction in the Exchange's trading system prior to its execution.
10. The Member will send an online confirmation to the Client on his IBT account upon the execution or cancellation of order placed by the Client using the IBT service.
11. This schedule is supplemental to and does not supersede, the Member- Client Agreement. Save and except as modified expressly or by implication by this schedule the Member-Client Agreement shall apply to transactions done through IBT system also.
12. The Client acknowledges that all the information provided while applying for IBT facility are true and correct and are not misleading and the Client is aware that the Member has agreed to provide the facility of trading through IBT system on the basis of such information.
13. The Client is aware that trading over internet involves many uncertain factors and complex hardware, software systems, communication lines, peripherals, etc. which are susceptible to interruptions and dislocations; and it is possible that the Member's service may become unavailable without notice The Member and the Exchange do not make any representation nor warranty that the IBT Service will be available to the Client at all times without any interruption. The Client agrees that he shall not have any claim against the Exchange and the Member on account of any suspension, interruption, non-availability or malfunctioning of the member's System or Service or the Exchange's service or systems for any reason whatsoever.
14. The Member and the Client shall abide by the Exchange requirements and the terms of the IBT service provided by the Member, in force from time to time.
15. The Member will not be liable for losses caused directly or indirectly by government restriction, Exchange or market rulings, suspension of trading, computer, communication, telephone or system failure, war, natural calamities, accident, power failure, equipment or software malfunction, strikes or other conditions beyond the Member's control.
16. The Client agrees that the Member may at any time discontinue this schedule, by giving not less than seven days notice.

Provided that in exceptional circumstances the member may terminate this schedule without advance notice to the Client. The Client may at any time terminate this schedule by not less than seven days notice to the Member, provided that unless the Member otherwise permits, the Client shall not be entitled to terminate this schedule so long as any amount is payable by the Client to the Member.

- 17. In the event of any provisions of this schedule being held to be or becoming invalid, unenforceable or illegal or any reason, this schedule shall remain otherwise in full force apart from the said provisions which will be deemed deleted. The parties shall however attempt to replace the deleted provision with a legally valid provision that reflects the same purpose as the deleted provision to the greatest extent possible.
- 18. No forbearance, relaxation or inaction by any party at any time to require the performance of that or any other provision of this

schedule or be considered to be a waiver of any right, unless specifically agreed in writing.

- 19. The Member and the Client are aware of the provisions of rules, bye-laws and regulations of the Exchange relating to resolution of disputes / differences through the mechanism of arbitration provided by the Exchange and agree to abide by the said provisions
- 20. All trades, transactions and contracts are subject to the rules, bye-laws and regulations of the Exchange and shall be deemed to be and shall take effect as wholly made, entered into and to be performed in the city of Mumbai and the parties to such trade shall be deemed to have submitted to the jurisdiction of the Courts in Mumbai for the purpose of giving effect to the provisions of the rules, bye-laws and regulations of the Exchange

<b>The CLIENT'S Signature / Authorised Signatory</b>	
Signature	
	
Title:	
Name :	
Witness:	
1. Name	
Sign	
2. Name	
Sign	

<b>The TRADING MEMBER'S Signature/Authorised Signatory</b>	
<b>For WELLWORTH SHARE AND STOCK BROKING LTD.</b>	
 (Director/Authorised Signatory)	
Witness:	
1. Name	
Sign	
2. Name	
Sign	

Date \_\_\_\_\_

1. The client hereby agrees to update the requisite financial information periodically/as and when required.
2. The client is aware that the member may record the conversations between client, its representative and the member, either personally or over the telephone, and hereby specifically permits the member to do so. Such recordings may be relied upon by the member as and when required to resolve disputes in connection with the trading transactions.
3. The client shall not, acting alone or in concert with others, directly or indirectly exceed the limits of open interests as specified by the Stock Exchanges(s) from time to time.
4. I/We also agree that none of the above overrides member's right to set-off any funds & securities credits lying in my/our account against my/our debits and dues, settlement or otherwise and also it's right to levy penalty and / or charge interest on debit outstanding in my /our account.
5. The Trading member may, at its sole discretion, reject any order placed on the web-site or in any other manner due to any reason, including but not limited to the non-availability of funds in the trading account of the client, non availability of securities in the Demat account of the client with a designated depository participant, insufficient of margin amount if the clients opts for margin trading, suspension of scrip-specific trading activities by or on an Exchange and the applicability of circuit breaker to a scrip in which orders are placed.
6. The client is aware that the electronic trading system either at the Exchange or in the Trading member's offices are vulnerable to temporary disruptions, breakdowns or failure. In the event of non-execution of trade orders or trade cancellation due to happening of such events or vulnerabilities due to failure / disruption / breakdown of system or link, Trading member shall be entitled to cancel relative contract(s) with the client and shall not be able to execute the desired transactions of the client's. In such event the Trading member does not accept responsibility for any losses incurred/ that may be incurred by the client due to such eventualities which are beyond the control of the Trading member.
7. The client has read and understood risk management policy of the member completely and agree to abide by it. The client agrees that it will be sole discretion of member to allocate exposure limits based on the collaterals deposited with member. The client agrees that securities accepted by member or adjusted from my/our credits with member towards purposes referred above shall stand guided by member terms & conditions of acceptance of collateral. Securities shall be valued with a haircut on the current market price. member shall have the discretion on the securities acceptable and also on the ratio of cash and non-cash deposits made by me/us. The client further agrees that any sale of securities by me / us, already appropriated by member towards providing me/us with any trading / exposure limits / margins, shall be duly intimated by me to member, at least 48 hours prior to the scheduled settlement date of such sale obligation at the exchange. Securities / Monies already appropriated as mentioned above shall be re leased to me/us or to meet any exchange obligation only on my/our replenishment of any resultant shortfall in my/our margins.
8. **Authorisation on orders and trade slips:** Client understands that as per the present stock exchange regulations, it is required that a member seek order instructions from its Clients in writing. Further, the member is required to provide order confirmation, modification, cancellation and trade confirmation slips to its Clients. Client assesses that this exchange of written confirmation and slips between him/ her and member would be time consuming, presumably leading to delayed execution of orders, besides practically inconveniencing him/her in his/ her trading operations, especially while transacting over the telephone. Client hereby authorises member to accept orders from the client, its authorised representative orally and through any other accepted mode of communication including e-mails etc., and the client further confirms that receipt of confirmation sheets or oral confirmation from the office of member at the end of the trading day or contracts and bills from member would be sufficient for towards the confirmation of his/ her/their orders placed and trades executed thereof. Client shall not be requiring the order and trade slips and also agrees to inform member on any discrepancy observed in the contracts and bills issued to him/ her/ them within time period as permitted under rules, regulation and bye law of the Stock exchanges. Client takes into consideration the fact that member agrees to provide him/ her/ them with suitable documents to his/her/their complete satisfaction, while addressing any discrepancy notified.
9. **Authorisation for debiting charges and dues of depository:** Client hereby authorises member to debit charges and dues of depository in the trading a/c maintained with member for the purpose of transacting on any segment of the stock exchanges in which member holds a membership.
10. **Authorisation for Subscription / Application for securities (NFO / IPO / Rights issue):** The Client hereby agrees and authorises the member to subscribe on his/her behalf, Securities and Units of Mutual Funds, available through the Initial Public Offer and New Fund Offer route, besides applying for Rights Shares (entitlement) as and when the Client is eligible/entitled. The Client understands that the member is hereby authorised to act upon any Power of Attorney drawn by the Client in favour of the member and/or oral instructions

issued to the member by me/us. With regard to above acts of subscription/ application, the member shall adjust from available ledger credits at my/us end. I/We further agree to indemnify the member from any claims of loss/damages arising out of the member's act of subscribing / applying on my/our behalf. The investment decisions are the sole responsibility of me/us and the member is just a facilitator for such subscriptions/applications.

11. **Interruption in service:** The member does not warrant that the service will be uninterrupted or error free. The service is provided in an "as in" and "as available" basis without warranties of any kind, either express or implied, including, without limitation, those of merchantability and fitness for a particular purpose. I/We agree that the member shall not be held responsible for delays in transmission of orders/non execution due to breakdown of the system or failure of communication facilities either due to the fault of the systems of the member or of the Exchanges or otherwise or for any other delay beyond the reasonable control of the member.
12. **SMS Alerts:** Client agrees to receive SMS alerts from member with regard to account opening, ledger balances, margin, corporate benefits, products and related services on mobile phone no. as mentioned in 'Know Your client' or any subsequent changes made thereafter.
13. **Restrictions on Access to web Site and trading:** Client can view the transaction on the web site and agrees that the member may at any time, at its sole discretion and without prior notice to client, prohibit or restrict his/ her/their access to the use of the web site or related services and his/her/their ability to trade based on any suspicion as part of its surveillance activity. Client agrees to bear any loss that may be faced with due to inability to execute further trades on account of such restriction.

14. **TRADING, SETTLEMENT AND ACCOUNTS:**

- a. The Trading member shall not be responsible for the non-receipt of the trade confirmation due to any change in the E-mail address / correspondence address of the client not intimated to the Trading member in writing. The client is aware that it is his responsibility to review the trade confirmations, the contract notes, the bills or statements of account immediately on their receipt. All information contained therein shall be binding upon the client. If the client does not object in writing to any of the contents of such trade confirmation / intimation within reasonable time to the member.
- b. The Client is aware and agree that non-receipt of bounced mail notification by the Trading member shall amount to delivery of the Contract Note at the E-mail ID of the client.

- c. The Trading member may allow/disallow client from trading in any security or cases of securities or derivatives contracts and impose such conditions for trading as it may deem fit from time to time.

**15. MARGINS :**

- a. **Margin on Purchase:** The trading member at its discretion, may require that the Client to deposit interest-free margin of 30% on the price of the securities proposed to be purchased, unless the Client already has an equivalent credit with the Trading member.
- b. **Margin on Sales:** The Trading member at its discretion, may require the Client to deposit interest free margin Of 30% of the price of securities proposed to be sold, unless the Trading member has received the securities to be sold with valid transfer documents to the Trading member's satisfaction prior to such sale.
- c. **Margins in Derivatives Trading:** In the derivatives segment, the Client is liable to pay an initial margin upfront on or before creating a position. Such margin shall be decided upon by the Trading member or the Exchange from time to time. Further more, the Client is liable to pay (or receive) daily margins depending on whether the price of the Derivatives contract moves for or against the position undertaken. The Client may also be liable to pay withholding margins, special margins or such other margins as are considered necessary by the Trading member or the Exchange from time to time. The Trading member is permitted in its sole and absolute discretion to collect additional margins even though not imposed by the Derivatives Segment, the Clearing House or SEBI and the Client shall be obliged to pay such margins.
- d. **Mark to Market Margin in Derivatives:** For derivatives contracts, the Client agrees that the Trading member shall raise bills on daily basis. The Client also agrees to pay an upfront margin that will be sufficient to cover the daily margins for the entire day. If at any time during the day, the cumulative Mark to Market (MTM) margin falls short of the margin available in the Client's account, the Client agrees to heed the Trading member's additional margin calls. As the upfront margin calls are purely for operational convenience, the Client will ensure that margins are adequate at all times and will immediately make good any shortfall that the Trading member may communicate.
- e. **Margin in form of Securities:** The Client may place margin with the Trading member in the form of securities as approved by the Trading member. Such securities may at the discretion of the Trading member be marked as lien in favour of the Trading member from the depository account of the Client or such securities may be placed in the depository account of the Trading member. The Client

agrees and authorises the Trading member to determine the market value of securities placed as Margin after applying a haircut that the Trading member deems appropriate. The Client's positions are valued at the latest market price available ("marked to market") on a continuous basis by the Trading member. The Client undertakes to monitor the adequacy of the collateral and the market value of such securities on a continuous basis. If due to price fluctuations, there is erosion in the value of the margins, the Client agrees to replenish any shortfall in the value of the Margins immediately, whether or not the Trading member intimates such shortfall.

f. **Shortfall in margins :**

- i. **If payment/securities towards the Margin or shortfall in Margin is not received instantaneously to enable restoration of sufficient Margin in the Client's account, all or some of the positions of the Client as well as the securities placed as Margin may be liquidated by the Trading member at its sole discretion, without any reference or prior notice to the Client. The resultant or associated losses that may occur due to such squaring off or sale of securities shall be borne by the Client, and the Trading member is hereby fully indemnified and held harmless by the Client in this behalf. Such liquidation or close out of positions shall apply to any segment in which the Client does business with the Trading member.**
- ii. The Client is responsible for all orders, including any orders that may be executed without the required Margin in the Client's account. If the Client's order is executed despite a shortfall in the available Margin, the Client shall, whether or not the Trading member intimates such shortfall in Margin to the Client, instantaneously make up the shortfall either through delivery of shares in the event of a sale or credit the required funds in the bank account via wire or personal cheque, casher's cheque or money order or account transfer or any other mode.
- iii. Any reference in these terms to sale or transfer of securities by the Trading member shall be deemed to include sale of the securities, which form part of the Margin, maintained by the Client with the Trading member. In exercise of the Trading member's right to sell securities under the Agreement, the Client agrees that the choice of specific securities to be sold shall be solely at the Trading member's discretion.
- iv. Any amendment in the percentage of margins as

required to be maintained under this agreement, shall be intimated by the Trading member to the Client over telephone or in writing. The Client is required to make replenish the shortfall in such margins, if any, on demand of the same by the Client.

16. **LIEN / SET-OFF:**

- a. Notwithstanding anything contrary contained in this agreement, the Trading member shall have the unrestricted right of lien and set-off as provided in this agreement.
- b. All the funds of the client in the bank account (for online clients) shall be subject to lien for the discharge of any or all payments due to the Trading member from the client, or in respect of any other obligation that client may have to the Trading member.
- c. All securities in the demat account opened in terms of this agreement with the depository participant, shall be subject to lien for the discharge of any or all payments due to the Trading member or to the depository participant for the client or any other obligation that the client may have to the Trading member or to the depository participant and may be held by the Trading member as a security against default by the client in respect of the services already availed of by the client.
- d. The enforcement of the lien aforementioned in this clause shall be at the sole and complete discretion of the Trading member and the Trading member alone may decide the securities to be sold, if any.
- e. The client authorises the Trading member to block securities against pending order or pledge securities in favour of the Trading member against any of his dues, provided that this requirement may be waived by the Trading member, at its discretion, by suitable modification to the terms and conditions.
- f. The client agrees that the Trading members shall have the right of set-off amongst all trading accounts maintained by the client with the Trading member.

17. **FORCE MAJEURE:** The Trading member shall not be responsible for any losses, costs, or damages resulting directly or indirectly from : (i) any action, omission, suspension or trading, decision or ruling of any exchange or regulatory, governmental or other body or of any other person which is beyond the Trading member's control (including floor broker, exchange, dealing or clearing house). (ii) any war, strike, lock-out, national disaster, act of terrorism, delay in postal service or any other delay or inaccuracy in the transmission of orders or other information, or any breakdown, failure or malfunction beyond the control of the Trading member of any

telecommunication or computer system; The above Force Majeure events do not exempt the client to fulfill the obligations in his account with the client.

18. In This agreement, unless the context specifies otherwise, reference to the singular includes a reference to the plural and vice versa, and reference to any gender includes a reference to all other gender.

**19. INVESTMENTS OR ANY OTHER ADVICE:**

- a. The Client agrees that the Trading member shall not be required to provide the client with any form of legal, tax, investment or accounting related advice or advice regarding the suitability or profitability of a security or investment.
- b. The client agrees that none of these services available on the web-site or through any literature or brochure issued by the Trading member shall amount to investments advice on the part of the Trading member
- c. The client also acknowledges that the Trading member's employees are not authorized to give any such advice and that the client will not solicit or rely upon any such advice from the Trading member or any of its employees.
- d. The client agrees that in the event of the Trading member or any employee or official of the Trading member providing

any information, recommendation or advice to the client, the client may act upon the same at the sole risk and cost of the client, and the trading member shall not be liable or responsible for the same.

e. The Trading member, its officers, directors, partners, employees agents and affiliates will have no liability with respect to any investment decision or transaction of the client.

20. The member may from time to time amend the agreement if required, for complying with any change in Statute, Regulations or with the requirements of any competent authority or if required under corporate policies. The same shall be intimated to the client by the member. In case the client continues to deal with the member subsequent to the intimation of such amendments, it shall be deemed that the client is agreeable to the new clauses. However, the client has the right to terminate the agreement through communication in writing subject to the meeting of the financial and other obligations under this agreement.

21. No failure or delay by either party to exercise any right, power or privilege hereunder shall operate as a waiver nor shall any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof or the exercise of any other right, power or privilege as herein provided.

☺ \_\_\_\_\_

Date \_\_\_\_\_



To,  
**Wellworth Share And Stock Broking Ltd.**  
 501 Akruti Orion, Shradhanand Road,  
 Vile Parle (East), Mumbai - 400 057.

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

I am / we are regularly trading with you for in BSE/NSE. I/We hereby authorise you to do following on my /our behalf:


- I/We hereby give my/our consent to maintain my/our account for fund as RUNNING ACCOUNT
- The credit balance lying in my/our account should be considered as margin deposits
- I/We request you to keep my/our Margin and funds with you to meet my/our pay in obligation in the Succeeding settlements in the same segment as well as other segments of BSE/NSE
- The actual settlement of funds & excess Securities if any shall be done by you every

**Monthly**

**Quarterly**

- You shall transfer the Funds or securities lying in my/our account, credit within one working day of the request if the same are lying with you & within 3 working days from the request, if the same are lying with the clearing member/clearing corporation.
- You will send quarterly/ monthly statement of Funds and I/we shall bring discrepancy, if any to your notice preferably within 30 working days from the receipt of Statements
- I/We give my/our consent for not to settle my/our account if the balance is less than 10,000/-.
- I/We give my/our consent to pledge/ transfer the securities to clearing member/ clearing corporation.
- I/we confirm that I/ we do not have any demat account with NSDL and any securities where inter depositories transfer is not available (SGB/G-Sec etc) shall be transferred from pool/ CUSA to client collateral account. Such securities shall be retained by you until I/ we open demat account with NSDL and intimate you with account details. Such securities shall not be liable for monthly/ quarterly settlement. Alternatively you shall be at liberty to dispose off such securities and credit the payment to my fund account.
- I/We have noted the following :-
  1. This running account authorization will continue until it is revoked by me.
  2. The authorization shall be signed by me /us only and not by any power of attorney holder or by any authorized person.
  3. I/We may revoke the authorization at any time by giving written notice.

Yours faithfully,

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

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

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

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To,  
**Wellworth Share And Stock Broking Ltd.**  
501 Akruti Orion, Shradhanand Road,  
Vile Parle (East), Mumbai - 400 057.

Dear Sir/Madam,

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

I hereby agree and give consent to accept the contract notes for transactions carried on by me / us with / through Wellworth Share and Stock Broking Ltd. in digital form. I further authorize and give consent to you to send all my / our contract notes / bills, statement of accounts / ledgers for trading done on BSE / NSE & MSEI, in digital / electronic form on my / our E-mail ID given below. I further request you to send Statement of Funds and Securities also to same address and I / We would be bound to treat it / them as acknowledged.

I also authorize Wellworth Share and Stock Broking Ltd. to send any other important notices and communications including changes in the terms and conditions to the e-mail id mentioned below.

I/We am/are hereby giving my/our email ID for this purpose

My Email ID is \_\_\_\_\_

My Alternative E-mail ID is : \_\_\_\_\_

I/We hereby agree and consent to accept the contract notes for transactions carried on by me/us in digital form subject to the conditions given below. In terms of the agreement entered into between us, in digital form, Digital contracts issued by you as per the terms and conditions specified shall be binding on me. My/our non-verification or not accessing the contract notes on regular basis shall not be a reason for disputing the contract note at any time. This instruction to issue digital contract note is applicable with immediate effect. Digital Contract Notes / any Statement / Circular / notice issued and sent to the above mentioned email id by Wellworth Share and Stock Broking Ltd are subject to the terms and conditions specified below.

### **Digital Contract Notes**

1. The Digital Contract notes will be issued in digital form in compliance with the guidelines issued by SEBI / Stock Exchange from time to time.
2. Digital Contract notes will be mailed to the E-mail address provided to us in the format as many be prescribed by the Stock Exchange.
3. Digital contract notes will also be available at our web site [www.wellworthgroup.co](http://www.wellworthgroup.co) which can be viewed by the Clients by using the username and password.
4. The digital Contract notes will be archived at an interval of One year. If a client intends to view the digital notes for a period prior to One year, client may request the same in writing.
5. In case of any failure in system or errors in digital contract notes, contract notes will be issued in physical form, which shall be binding on the Client.
6. Discrepancies, if any, should be sent by E-mail to **contact@wellworthgroup.co**.

### **Other Communications (such as Daily Margin Statement, Statement of Funds & Securities, Account Confirmations, DP transactions statements cum bill, notices, etc)**

7. The various documents as are required to be given by the member to the Client like Daily Margin Statement, Statement of Funds & Securities, Account Confirmations, DP transactions statements cum bill, notices, etc shall be e-mailed to client at the e-mail id give by the client.
8. In case of Statement of Funds and Securities, Clients will have time to report the discrepancies within 30 days of the issuance of the Statement.

9. In case of important Announcement and Notices, the Client will have to raise the query within the time specified in the respective communication. If the client is not able to respond with in time specified, it shall be assumed that client has taken note of the communication and he does not have any objection and/or query on the said communication.
10. Feedback or objections may be raised by sending an e-mail to **contact@wellworthgroup.co** or any other specified e-mail id mentioned in the communication.

### Other Clauses

11. Any change in the above terms and conditions shall be intimated to client from time to time through by an email or letter.
12. Non receipt of Bounced mail notification by the member shall amount to delivery of the contract note at the e-mail ID of the client and Wellworth Share & Stock Broking Limited shall not be responsible for consequences thereof.

We hereby agree to confirm to verify the information/documents that are sent on email and/or upload on the said website regularly and the same shall be deemed to be received by me/us (vide SEBI) circular ref. no. SEBI/SMD/SE/15/2003/29/04 dated April 29, 2003, regarding issuance of contact notes/bills, statements of ledger/accounts in digital/electronic form and also to disseminate the same on the website for easy access to the Investor and also the additional conditions conveyed by SEBI vide its circular No. MRD/DOP/SE/Cir-20/2005 dated September 8, 2005.

If there is any change in the name & in my / our email ID or in the residential / correspondence address, the same shall be intimated to you in writing within reasonable period of time.

Yours faithfully,



\_\_\_\_\_

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

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

To,  
**Wellworth Share And Stock Broking Ltd.**  
 501 Akruti Orion, Shradhanand Road,  
 Vile Parle (East), Mumbai - 400 057.

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

Dear Sir/Madam,

With reference to captioned subject I request you to activate below mentioned trading facility for my account in respective segment(s).

**Trading preference**

<input type="checkbox"/>	<b>BSE CASH</b>	<input type="checkbox"/>	<b>NSE CASH</b>	<input type="checkbox"/>	<b>NSE CURRENCY</b>	<input type="checkbox"/>	<b>MSEI F&amp;O</b>
<input type="checkbox"/>	<b>BSE F&amp;O</b>	<input type="checkbox"/>	<b>NSE F&amp;O</b>	<input type="checkbox"/>	<b>MSEI CASH</b>	<input type="checkbox"/>	<b>OTHERS</b> _____

I have read and understood the risk and safety measures listed below and terms in rights and obligation documents under head "INTERNET & WIRELESS TECHNOLOGY BASED TRADING FACILITY PROVIDED BY STOCK BROKER TO CLIENT" provided with copy of account opening form and agree to adhere to them.

- I understand that password generation / reset and communication process is automatically done by the system at the request of client without manual intervention by Trading member. The same is communicated to client on their registered email address and Mobile Trading Number.
- I understand that communication of Mobile Trading username and password in secured manner will be done through my registered Mobile Trading & email ID so I will be responsible for any loss / damage occurred due to any reason whatsoever, including but not limited to trading and non-delivery of the same because of "Do Not Disturb" (DND) facility activate on my Mobile Trading No. My email address is \_\_\_\_\_ and Mobile Trading number is \_\_\_\_\_.
- I understand that Mobile Trading login ID and password communicated to me will be kept confidential and will not be disclosed to anyone.
- I understand that online transaction system are vulnerable to various threats like hacking of accounts password etc. In case my information get leaked or not received by me due to any reason whatsoever mentioned above. I will take immediate action to prevent further transaction. I will not hold trading member responsible for any loss or damaged caused by such events.
- I understand & acknowledge all the risks, responsibilities and liabilities associated with securities trading using wireless technology.
- I agree and undertake to immediately deposit with the Wellworth Share and Stock Broking Ltd. such cash, securities of other acceptable security, which the Wellworth Share and Stock Broking Ltd. may require as margin. The Wellworth Share and Stock Broking Ltd. is entitled to require to keep permanently with him a margin of specified value as long as the I desires to avail the facility of trading through Mobile Trading.
- I understand and acknowledges that an instruction to modify or cancel an order placed on the trading system of the exchange may be carried out if,
  - The order was executed before such instruction was received by the Wellworth Share and Stock Broking Ltd. Mobile Trading or
  - It was executed within a short time thereafter, which turns out to be insufficient for the Wellworth Share and Stock Broking Ltd. Mobile trading system to place a corresponding instruction in the Exchange's trading system prior to its execution

- I understand that this activation form is supplemental to and does not supersede the Client Registration document, save and except as modified expressly or by implication by this document. I shall apply to transactions done through Mobile Trading also.
- I understand and shall abide by the Exchange requirements and the terms of the Mobile Trading service provided by the Wellworth Share and Stock Broking Ltd. in force from time to time.
- I agree that Wellworth Share and Stock Broking Ltd. will not be liable for losses caused directly or indirectly by government restriction, Exchange or market rulings, suspension of trading, computer, communication, telephone or system failure, war, natural calamities, accident, power failure, equipment or software malfunction, strikes or other conditions beyond the Wellworth Share and Stock Broking Ltd. control.
- I understand & agree that the Wellworth Share and Stock Broking Ltd. may at any time discontinue this Mobile trading facility by giving not less than 15 days notice. I may also at any time terminate this Mobile Trading facility by not less than 15 days notice to the Wellworth Share and Stock Broking Ltd., provide that unless the Wellworth Share and Stock Broking Ltd. otherwise permits, the constituent shall not be entitles to terminate this Mobile trading facility so long as any amount is payable by me to the Wellworth Share and Stock Broking Ltd.
- I understand and acknowledge in the event of any provisions of this document being held to be or becoming invalid, unenforceable or illegal or any reason, this document shall remain otherwise in full force apart from the said provisions which will be deemed deleted.
- Other conditions if any \_\_\_\_\_  
\_\_\_\_\_

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

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

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

To,  
**Wellworth Share And Stock Broking Ltd.**  
 501 Akruiti Orion, Shradhanand Road,  
 Vile Parle (East), Mumbai - 400 057.

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

**Ref: Your CDSL Id. 25500**

Dear Sir,

**Subject: Digital Confirmation / Holding & Transaction Statements**

I / We hereby authorize you to send all my / our contract notes / bills, Statement of accounts / ledger for trading done on BSE (Equity & Derivatives), NSE (Equity, Derivatives & Currency Derivatives) and MSEI (Equity, Derivatives) and statement of holding / transaction for DP account in CDSL, in digital / electronic form on my / our email ID given below. I / we would be bound to treat it / them as acknowledged. I / we am / are hereby giving my / our email ID for this purpose.

**My Email ID is :** \_\_\_\_\_

**My alternative Email ID is :** \_\_\_\_\_

I / we also acknowledge the upload the contract notes / bills, statement of accounts ledgers and other statements / documents for trading on BSE (Equity & Derivatives), NSE (Equity, Derivatives & Currency Derivatives) and MSEI (Equity, Derivatives) statement of holding / transaction for DP accounts in CDSL on your website www.wellworthgroup.co. I / we hereby agree and confirm to verify the information / documents that are sent on email and / or upload on the said website regularly and the same shall be deemed to be received by me / us (vide SEBI circular ref no. **MRD/DOP/DEP/CIR-27/2004** dated August 16, 2004, regarding issuance of contract notes / bills, ledger / statements of holding / transaction in digital / electronic form and also to disseminate the same on the website for easy access to the Investor)

**BO Client ID : 1 2 0 2 5 5 0 0** \_\_\_\_\_

If there is any change in the name & email ID or in the residential / correspondence address, the same shall be intimated to you in writing within reasonable period of time.

	<b>First/Sole Holder</b>	<b>Second Joint Holder</b>	<b>Third Joint Holder</b>
Name			
Signatures	☺	✿	◎

As per the requirements of SEBI, implementation of Anti Money Laundering (AML)/ Combating Financing of Terrorism requires trading members as intermediaries to demand certain information from investors which may be of personal nature or has hitherto never been called for. Such information can include documents evidencing source of funds/income tax returns/bank records etc. This can sometimes lead to raising of questions with regard to the motive and purpose of collecting such information. To, sensitize about these requirements as the ones emanating from AML and CFT framework, General FAQs as published by The Financial Action Task Force (FATF), an inter-governmental body whose purpose is the development and promotion of policies, both at national and international levels, to combat money laundering and terrorist financing.. Kindly feel free to visit the websites of <http://www.fatf-gafi.org> / and <http://fiuindia.gov.in> for more information on the subject

### **What is Money Laundering?**

The goal of a large number of criminal acts is to generate money an individual or group of individuals that carries out the act. Money laundering is the processing of these criminal proceeds to disguise their illegal origin. This process is of critical importance, as it enables the criminals to enjoy these profits without jeopardising their source.

Illegal arms sales, smuggling, and the activities of organised crime, for example drug trafficking, prostitution rings, etc. Embezzlement, insider trading, bribery and computer fraud schemes can also produce large profits and create the incentive to “legitimise” the ill-gotten gains through money laundering.

When a criminal activity generates substantial profits, the individual or group involved must find a way to control the funds without attracting attention to the underlying activity or the persons involved. Criminals do this by disguising the sources, changing the form, or moving the funds to a place where they are less likely to attract attention.

In response to mounting concern over money laundering, the FATF was established by the G-7 Summit in Paris in 1989 to develop a co-ordinated international response. The FATF has developed recommendations, 40 in all, which set out the measures national governments should take to implement effective anti-money laundering programmes.

### **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?**

As money laundering is a consequence of almost all profit generating crime, it 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. Because the objective of money laundering is to get the illegal funds back to the individual who generated them, launderers usually prefer to move funds through stable financial systems.

Money laundering activity may also be concentrated geographically according to the stage the laundered funds have reached. At the placement stage, for example, the funds are usually processed relatively close to the under-lying activity; often, but not in every case, in the country where the funds originate.

With the layering phase, the launderer might choose an offshore financial centre, a large regional business centre, or a world banking centre – any location that provides an adequate financial or business infrastructure. At this stage, the laundered funds may also only transit bank accounts at various locations where this can be done without leaving traces of their source or ultimate destination.

Finally, at the integration phase, launderers might choose to invest laundered funds in still other locations if they were generated in



unstable economies or locations offering limited investment opportunities.

### **How does money laundering affect business?**

The integrity of the banking and financial services marketplace depends heavily on the perception that it functions within a framework of high legal, professional and ethical standards. A reputation for integrity is the one of the most valuable assets of a financial institution.

If funds from criminal activity can be easily processed through a particular institution – either because its employees or directors have been bribed or because the institution turns a blind eye to the criminal nature of such funds – the institution could be drawn into active complicity with criminals and become part of the criminal network itself. Evidence of such complicity will have a damaging effect on the attitudes of other financial intermediaries and of regulatory authorities, as well as ordinary customers.

As for the potential negative macroeconomic consequences of unchecked money laundering, one can cite inexplicable changes in money demand, prudential risks to bank soundness, contamination effects on legal financial transactions, and increased volatility of international capital flows and exchange rates due to unanticipated cross-border asset transfers. Also, as it rewards corruption and crime, successful money laundering damages the integrity of the entire society and undermines democracy and the rule of the law.

### **What is the connection with society at large?**

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. In countries transitioning to democratic systems, this criminal influence can undermine the transition. Most fundamentally, money laundering is inextricably linked to the underlying criminal activity that generated it. Laundering enables criminal activity to continue.

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

Money laundering is a threat to the good functioning of a financial system; however, it can also be the Achilles heel of criminal activity.

In law enforcement investigations into organised criminal activity, it is often the connections made through financial transaction records that allow hidden assets to be located and that establish the identity of the criminals and the criminal organisation responsible.

When criminal funds are derived from robbery, extortion, embezzlement or fraud, a money laundering investigation is frequently the only way to locate the stolen funds and restore them to the victims.

Most importantly, however, 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.

It is critically important that governments include all relevant voices in developing a national anti-money laundering programme. They should, for example, bring law enforcement and financial regulatory authorities together with the private sector to enable financial institutions to play a role in dealing with the problem. This means, among other things, involving the relevant authorities in establishing financial transaction reporting systems, customer identification, record keeping standards and a means for verifying compliance.

☺ \_\_\_\_\_

Date \_\_\_\_\_

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

To,	From,
<b>Wellworth Share And Stock Broking Ltd.</b>	<b>BO Name:</b> _____
<b>DP ID : 25500</b>	<b>BO ID: 12025500</b> _____
501 Akruti Orion, 5th Floor, Shradhanand Road, Vile Parle (East), Mumbai - 400 057.	

Dear Sir / Madam,

- I / We wish to avail the BSDA facility for the new account for which we have submitted my / our account opening form.
- I / We do NOT wish to avail BSDA facility.
- I / We wish to avail the BSDA facility for my / our below mentioned demat account number.

	Name	PAN									
<b>First Holder / Sole</b>											
<b>Second Holder</b>											
<b>Third Holder</b>											

I/We have read and understood the regulatory (SEBI) guidelines for opening a Basic Services Demat Account and undertake to comply with the aforesaid guidelines from time to time. I/we also undertake to comply with the guidelines issued by any such authority for BSDA facility from time to time. I/We also agree that in case our demat account opened under BSDA facility does not meet the eligibility for BSDA facility as per guideline issued by SEBI or any such authority at any point of time, my / our BSDA account will be converted to regular demat account without further reference to me/us and will be levied charges as applicable to regular accounts as informed by the DP.

I, the first / Sole holder also hereby declare that I do not have / propose to have any other demat account across depositories as a first / sole holder.

	First Holder / Sole	Second Holder	Third Holder
<b>Name</b>			
<b>Signatures</b>	☺	✿	⊙

To,  
**Wellworth Share And Stock Broking Ltd.**  
 501 Akruiti Orion, Shradhanand Road,  
 Vile Parle (East), Mumbai - 400 057.

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

Dear Sir,

**Subject: Common Mobile number / Email ID For Demat and Trading accounts.**

Dear Sir,

I, **Mr./Mrs.** \_\_\_\_\_ my **BO ID / UCC** \_\_\_\_\_

would like to confirm that the **Mobile number / E-mail ID** \_\_\_\_\_  
 is registered in my name.

I have to state that this is in my full knowledge and I have consented to the below clients who is / are my relative/s to state my mobile number/email id in their KYCs to which I have no objection.

Sr.	Client Name	BO ID	UCC	Relationship	Signature

Thanking You,

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

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

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Broker/Agent Code ARN:	ARN-6735	AUTHORISED PERSON		EUIN	E158251
<b>Unit Folder Information</b>					
<b>Name of the First Applicant :</b>					
PAN Number :		KYC :		Date Of Birth	
Name of Guardian:				PAN:	
<b>Contact Address:</b>					
City:		Pincode:		State:	
Tel.(Off):		Tel.(Res):		Email:	
Fax(Off):		Fax(Res):		Mobile:	
Mode of Holding:				Occupation:	
<b>Name of the Second Applicant :</b>					
PAN Number :		KYC :		Date Of Birth :	
<b>Name of the Third Applicant :</b>					
PAN Number :		KYC :		Date Of Birth :	
Other Details of Sole / 1st Applicant					
Overseas Address(In case of NRI Investor):					
City:		Pincode:		Country:	
<b>Bank Mandate Details</b>					
Name of Bank:				Branch:	
A/C No.:		A/C Type:		IFSC Code:	
<b>Bank Address:</b>					
City:		Pincode:		State:	
Country:					
<b>Nomination Details</b>					
Nominee Name:				Relationship:	
Guardian Name(If Nominee is Minor):					
<b>Nominee Address:</b>					
City:		Pincode:		State:	
Declaration and Signature I/We confirm that details provided by me/us are true and correct. The ARN holder has disclosed to me/us all the commission (In the form of trail commission or any other mode), payable to him for the different competing Schemes of various Mutual Fund From amongst which the scheme is being recommended to me/us.					
Date :				Place :	
☺		✿		⊙	
1st applicant Signature :		2nd applicant Signature :		3rd applicant Signature :	

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**NACH/ECS/AUTO DEBIT  
MANDATE INSTRUCTION FORM**

UMRN

Date

Tick  (✓)

Sponsor Bank Code

Utility Code

CREATE  
 MODIFY  
 CANCEL

I/We hereby authorize **BSE Limited**

to debit (tick ) SB/CA/CC/SB-NRE/SB-NRO/Other

Bank a/c number

with Bank

IFSC

or MICR

an amount of Rupees

₹

FREQUENCY  Mthly  Qtly  H-Yrly  Yrly  As & when presented

DEBIT TYPE  Fixed Amount  Maximum Amount

Reference 1 (Mandate Reference No.)

Phone No.

Reference 2 (Unique Client Code-UCC)

Email ID

I agree for the debit of mandate processing charges by the bank whom I am authorizing to debit my account as per latest schedule of charges of the bank.

PERIOD

From

To

Or  Until Cancelled

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

- This is to confirm that the declaration has been carefully read, understood & made by me/us. I am authorizing the user entity/ Corporate to debit my account, based on the instructions as agreed and signed by me.  
- I have understood that I am authorised to cancel/amend this mandate by appropriately communicating the cancellation/ amendment request to the Userentity/ Corporate or the bank where I have authorized the debit.

**CONFIRMATION OF RECEIPT OF EXECUTED DOCUMENTS**

To,  
**Wellworth Share And Stock Broking Ltd.**  
501 Akruvi Orion, Shradhanand Road,  
Vile Parle (East), Mumbai - 400 057.

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

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

Dear Sir / Madam,

I / We hereby acknowledge the receipt of duly executed copy of mandatory & non mandatory client registration document Account Opening Form, Right and Obligations, RDD, Policies and Procedures, Guidance Note, Do's & Dont's, Tariff Sheet and all other documents as executed by me / us.

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

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

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## Account Closure Request Form

Application No. \_\_\_\_\_

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

Closure initiated by  BO  CDSL  DP (To be filled by the BO. Please fill all the details in **Block Letters** in English)

Dear Sir / Madam,

I / We the Sole Holder / Joint Holders / Guardian (in case of Minor) / Clearing Member request you to close my / our account with you from the date of this application. The details of my/our account are given below:

Account Holder's Details																							
DP ID	1	2	0	2	5	5	0	0	Client ID					Trading Code:									
Name of the First / Sole Holder																							
Name of the Second Holder																							
Name of the Third Holder																							
Name of Trading Account Holder																							
Address for Correspondence																							
City																							
State																							
PIN																							

Details of remaining security balances in the account (if any)																							
Reasons for Closing the Account																							
Balance remaining in the account (if any) to be :																							
<input type="checkbox"/> Partly rematerialized and partly transferred. <input type="checkbox"/> Rematerialized <input type="checkbox"/> Transferred to another account (Number given below) <input type="checkbox"/> Not applicable																							
DP ID														Client ID									
Balance present in account for (To be filled by DP, if applicable)														<input type="checkbox"/> Ear - marked <input type="checkbox"/> Ear - marked <input type="checkbox"/> Pending for Dematerialisation <input type="checkbox"/> Frozen <input type="checkbox"/> Lock-in <input type="checkbox"/> Pending for Rematerialisation									

**DECLARATION: In case of Account Closure due to SHIFTING OF ACCOUNT:**  
I/We declare and confirm that all the transactions in my/our demat account are true/ authentic.

	First / Sole Holder	Second Holder	Third Holder
Name			
Signature *	☺	✻	☉

\*If DP or CDSL initiates account closure, Signature(s) of account holder(s) not required.

Name of client : \_\_\_\_\_ ☺  
\_\_\_\_\_  
Signature of Client  
(As per Trading account)

### Acknowledgement Receipt

Application No. \_\_\_\_\_

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

We hereby acknowledge receipt of your instruction for Closing the following Account subject to verification: -

DP ID	1	2	0	2	5	5	0	0	Client ID														
Name of the First / Sole Holder																							
Name of the Second Holder																							
Name of the Third Holder																							
Name of Trading Account Holder																							
Reason for Closure																							

**Instructions to Account Holder(s)**

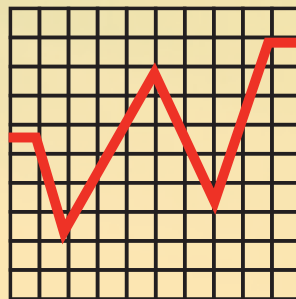
- o Submit a duly-filled RRF if the balances are to be rematerialized.
- o Submit a duly-filled Delivery Instruction Slip [DIS] (off market instruction slip) if the balances are to be transferred to another Account. This requirement is not applicable in the case of "SHIFTING OF ACCOUNT".

**For Wellworth Share And Stock Broking Ltd.**

**Seal & Signature**







## **WELLWORTH SHARE AND STOCK BROKING LTD.**

501, Akruti Orion, Shraddhanand Road, Vile Parle (East), Mumbai - 400 057. INDIA

**Tel.:** +91-22-6715 9000 to 9100

**Fax:** +91-22-6715 9090

**Grievance E-mail:** [cdslgrievance@wellworthgroup.co](mailto:cdslgrievance@wellworthgroup.co)

**Email:** [contact@wellworthgroup.co](mailto:contact@wellworthgroup.co)

**Website:** [www.wellworthgroup.co](http://www.wellworthgroup.co)