

Agreement Between A Participant And A Person Seeking To Open A Beneficial Owner's Account

This Agreement made and Entered into at _____ this day of _____, between Inter-connected Stock Exchange of India Ltd., (description of the legal entity) having his/its office/registered office at International Infotech Park, Tower 7, 5th Floor, Sector-30, Vashi, Navi Mumbai - 400 703, hereinafter called "**the Participant**" of the One Part; AND _____, (description of the legal entity) having his/its office/registered office/address at _____, hereinafter called "**Beneficial Owner**" of the Other Part.

WHEREAS the Beneficial owner's account with the Participant and the Participant has agreed to open an account in the name of the Beneficial Owner and render services to the Beneficial Owner as a participant, on the terms and conditions recorded hereinbelow:

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERE TO AS FOLLOWS:

General Clause

1. The parties hereto agree to abide by the provisions of the Depositories Act, 1996, SEBI (Depositories and Participants) Regulations, 1996, Bye Laws and Operating Instructions issued by CDSL from time to time in the same manner and to the same extent as if the same were set out herein and formed part of this Agreement.

Fees, Charges and deposits

2. The Participant shall be entitled to change or revise the fees, charges or deposits from time to time provided however that no increase therein shall be effected by the Participant unless the Participant shall have given at least one month's notice in writing to the Beneficial Owner in that behalf. In case the Beneficial Owner committing a default in the payment of any such amount payable to the Participant on their respective due dates or within fifteen days of the same being demanded (where no such due date is specified), the Participant shall be entitled to charge interest on the amount remaining outstanding or unpaid ¹[not exceeding 18%] per Annum or part thereof. On such continued default, the Participant after giving two days notice to the Beneficial Owner shall have a right to stop processing of instructions of Beneficial Owners till such time he makes the payment along with interest if any.

Statement of Account

3. The Participant shall furnish to the Beneficial Owner a statement of his/its account at the end of every month if there has been even a single entry or transaction during that month, and in any event once at the end of each ¹[quarter]. Such statement shall be in the form specified in Operating Instructions. The Participant shall furnish such statements at such shorter periods as may be required by the Beneficial Owner on payment of such charges by the Beneficial Owner as may be specified by the Participant.

Beneficial Owner shall intimate change of particulars

4. The Participant shall not be liable or responsible for any loss that may be caused to the Beneficial Owner by reason of his/its failure to intimate change in the particulars furnished to the Participant from time to time, unless notified by the Beneficial Owner.

Participant not liable for claims against Beneficial Owner

5. CDSL shall not be liable to the Beneficial Owner in any manner towards losses, liabilities and/or expenses arising from the claims of third parties or for any fees, charges, taxes, duties, levies or penalties levied, imposed or demanded by any Central, State, statutory or revenue authority in respect of securities credited to the Beneficial Owner's account.

Authorised Representative

6. Where the Beneficial Owner is a body corporate or a legal entity, it shall, simultaneously with the execution of the Agreement furnish to the Participant, 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.

Closure of Account

7. The Beneficial Owner, may, at any time terminate this Agreement by calling upon the Participant to close his/its account with the Participant in the manner and on the terms and conditions set out in the Bye Laws and the procedure laid down in the Operating Instructions. In the event of termination of this Agreement the Beneficial Owner shall either get the securities transferred to some other account or get the same rematerialised.

¹ Inserted by SEBI direction vide letter no. MRD/CDSL/VM/29238/04 date 24.12.2004 Legal Dept/22.09.2004
Legal Dept/22.09.2004

Stamp Duty

8. Any stamp duty (including interest or penalty levied thereon) payable on the Agreement and/or on any deed, document or writing executed in pursuance hereof between the parties hereto shall be borne and paid by the Beneficial Owner.

Force Majeure

9. Notwithstanding anything contained herein or in the Bye Laws, neither party hereto shall be liable to indemnify or compensate the other for any breach, non-performance or delay in performance of any obligations under the Agreement or for any harm, loss, damage or injury caused to the other due to causes reasonably beyond its control including but not limited to tide, storm, cyclone, flood, lightning, earthquake, fire, blast, explosion or any other act of God, war, rebellion, revolution, insurrection, embargo or sanction, blockade, riot, civil commotion, labour action or unrest including strike, lock-out or boycott, interruption or failure of any utility service, enemy action, criminal conspiracy, act of terrorism or vandalism, sabotage, or intrusion, or any other irresistible force or compulsion.

Service of Notice

10. Any notice or communication required to be given under the Agreement shall not be binding unless the same is in writing and shall have been served by delivering the same at the address set out hereinabove against a written acknowledgment of receipt thereof or by sending the same by pre-paid registered post at the aforesaid address or transmitting the same by facsimile transmission, electronic mail or electronic data transfer at number or address that shall have been previously specified by the party to be notified. Notice given by personal delivery shall be deemed to be given at the time of delivery. Notice given by post in accordance with this clause shall be deemed to be given at the commencement of business of the recipient of the notice on the third working day next following its posting. Notice sent by facsimile transmission, electronic mail or electronic data transfer shall be deemed to be given at the time of its actual transmission.

Arbitration

11. The parties hereto shall, in respect of all disputes and differences that may arise between them, abide by the provisions relating to arbitration and conciliation specified under the Bye Laws.

Jurisdiction

12. The parties hereto agree to submit to the exclusive jurisdiction of the courts in _____

Governing Law

13. The Agreement shall be governed by and construed in accordance with the laws in force in India.

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands/seals to this Agreement in duplicate on the day, month, year and place first hereinabove mentioned.

Signed and delivered by

(For and behalf of

Inter-connected Stock Exchange of India Ltd.)

Signed and delivered by

X

First Holder (for and on behalf of the BO)

X

Second Holder

X

Third Holder

(Witness)

Name _____

Address _____

(Witness)

Name _____

Address _____

Inter-connected Stock Exchange of India Limited

International Infotech Park, Tower 7, 5th Floor, Vashi, Navi Mumbai - 400 703.
Tel.: (022) 2781 2812 / 6794 1100 • Fax : (022) 2781 2794 • DP-ID No. 23400

Depository Participant Name / Address / DP ID

Application Form for Opening a Demat Account

(For entities other than Individuals)

(To be filled by the Depository Participant)

Application No.										Date	D	D	M	M	Y	Y	Y	Y
DP Internal Reference No.																		
DP ID	1	3	0	2	3	4	0	0	Client ID									

(To be filled by the applicant in **BLOCK LETTERS** in English)

I/We request you to open a Demat Account in my/our name as per the following details: -

Name																	
Search Name																	
Correspondence Address																	
City											State						
Country											PIN						
Telephone No.											Fax No.						
PAN/GIR No.																	
IT Circle Ward / District																	
E- mail ID																	
MAPIN Code																	
Registered Office Address (If different from Correspondence Address)																	
City											State						
Country											PIN						
Telephone No.											Fax No.						
E- mail ID																	

Other Holders - Second Holders Details

First Name																
Middle Name																
Last Name																
Father/Husband Name																
Title	<input type="checkbox"/> Mr. <input type="checkbox"/> Mrs. <input type="checkbox"/> Ms. <input type="checkbox"/> Other										Suffix					
Permanent Address																
City											State					
Country											PIN					
PAN/GIR No.																
IT Circle Ward / District																
Date of Birth																
E- mail ID	D	D	M	M	Y	Y	Y	Y								
MAPIN Code																

Other Holders - Third Holders Details

First Name																				
Middle Name																				
Last Name																				
Father / Husband Name																				
Title	<input type="checkbox"/> Mr. <input type="checkbox"/> Mrs. <input type="checkbox"/> Ms. <input type="checkbox"/> Other										Suffix									
Permanent Address																				
City											State									
Country											PIN									
PAN/GIR No.																				
IT Circle Ward / District																				
Date of Birth																				
E- mail ID	D	D	M	M	Y	Y	Y	Y												
MAPIN Code																				
Type of Account (Please tick whichever is applicable)																				
Status <input type="checkbox"/> Body Corporate <input type="checkbox"/> Banks <input type="checkbox"/> Trust <input type="checkbox"/> Mutual Fund <input type="checkbox"/> OCB <input type="checkbox"/> FII <input type="checkbox"/> CM <input type="checkbox"/> FI <input type="checkbox"/> Clearing House <input type="checkbox"/> Other (Specify)															Sub Status To be filled by the DP					
Date of Incorporation	D	D	M	M	Y	Y	Y	Y												
SEBI Registration No. (If Applicable)											SEBI Registration date		D	D	M	M	Y	Y	Y	Y
ROC Registration No. (If Applicable)											ROC Registration date		D	D	M	M	Y	Y	Y	Y
RBI Registration No. (If Applicable)											RBI Approval date		D	D	M	M	Y	Y	Y	Y
Nationality	<input type="checkbox"/> Indian <input type="checkbox"/> Others (specify)																			
I / We authorize you to receive credits in my / our account without any instruction from me / us.															<input type="checkbox"/> Yes <input type="checkbox"/> No					
Account Statement Requirement	<input type="checkbox"/> Daily <input type="checkbox"/> Weekly <input type="checkbox"/> Fortnightly <input type="checkbox"/> Monthly																			
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					

Bank Details

Bank Code (9 digit MICR code)								
Bank Name								
Branch								
Bank Address								
City		State		PIN				
Account number								
Account type	<input type="checkbox"/> Saving <input type="checkbox"/> Current <input type="checkbox"/> Credit Card							

For OCBS

Foreign Address										
City		State								
Country		PIN								
Telephone Number		Fax No.								
E-mail ID										
Indian Address										
City		State								
Country		PIN								
Telephone No.		Fax No.								
E-mail ID										
Currency										
RBI Reference No.		RBI Approval Date	D	D	M	M	Y	Y	Y	Y

Clearing Members Details (To be filled by CMs only)	
Name of the Stock Exchange	
Name of the CC / CH	
Trading Id	
Clearing Member ID	

I/We have read the DP-BO agreement (DP-CM agreement for BSE Clearing Member Accounts) including the schedules thereto and the terms & conditions and agree to 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 to the best of my/our knowledge as on the date of making this application. 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.

	First / Sole Authorised Signatory	Second Authorised Signatory	Third Authorised Signatory
Name			
Designation			
Signature			
Passport size Photograph	(Please sign across the photograph)	(Please sign across the photograph)	(Please sign across the photograph)

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(Perforated Card)

	First Authorised Signatory	Second Authorised Signatory	Third Authorised Signatory
Name			
Specimen Signature			

===== (Please Tear Here) =====

(To be filled by the Depository Participant)

Inter-connected Stock Exchange of India Limited

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Acknowledgement Receipt

Application No.:

Date:

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

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

Depository Participant Seal and Signature