

ANNEXURE J

Participant Name, Address & DP ID
(Pre-printed)

APPLICATION FOR OPENING AN ACCOUNT (For Individuals Only)

Date :	Client –ID (To be filled by Participant)								
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I/We request you to open a depository account in my/our name as per the following details:
(Please fill all the details in **CAPITAL LETTERS** only)

Type of Account

<input type="checkbox"/> Ordinary Resident	<input type="checkbox"/> NRI-Repatriable	<input type="checkbox"/> Margin	<input type="checkbox"/> Promoter
<input type="checkbox"/> HUF	<input type="checkbox"/> NRI-Non-Repatriable	<input type="checkbox"/> Others (please specify)	

Sole/First Holder's Details

Name (Mr./Ms.)							
Name of Father/Husband							
Local / Permanent Address							Pin Code
Correspondence Address							Pin Code
Telephone No.	Mobile No.	SMS Facility	Yes <input type="checkbox"/>	No <input type="checkbox"/>			
Fax Number	E-mail ID:						
Occupation							

Other Holder Details

Second Holder Name (Mr./Ms.)							
Name of Father/Husband							
Address							Pin Code
Telephone No.	Mobile No.	SMS Facility	Yes <input type="checkbox"/>	No <input type="checkbox"/>			
Fax Number	E-mail ID:						
Occupation							

Third Holder Name (Mr./Ms.)							
Name of Father/Husband							
Address							Pin Code
Telephone No.	Mobile No.	SMS Facility	Y e s <input type="checkbox"/>	No <input type="checkbox"/>			
Fax Number	E-mail ID:						
Occupation							

Address for communication / Corporate Benefits (Default option is Local Address)	Local / Permanent Address	<input type="checkbox"/>
	Correspondence Address / Foreign Address	<input type="checkbox"/>

Guardian Details (In case the Sole Holder is a minor)

Name (Mr./Ms.)									
Relationship (if any)									
Address									
								Pin Code	
Date of Birth (of minor)									
	D	D	M	M	Y	Y	Y	Y	

In Case of NRIs

Foreign Address									
RBI Reference No.				RBI Approval Date					
	D	D	M	M	Y	Y	Y	Y	

Bank Details

Bank Sub-type	Saving Account <input type="checkbox"/>	Current Account <input type="checkbox"/>							
Bank Account No.									
Bank Name									
Branch Address									
								Pin Code	
9-Digit Code Number of the Bank and branch appearing on the MICR cheque issued by the Bank									

Financial Details

	<i>P.A.N</i>								<i>IT Circle / Ward / District No.</i>							
Sole/First Holder																
Second Holder																
Third Holder																
Gaurdian (in case of Minor)																

Additional Financial Details

Financial Status (Annual Income)	<input type="checkbox"/> < Rs.5 Lakh <input type="checkbox"/> Rs.5 - 10 Lakh <input type="checkbox"/> Rs.10 - 15 Lakh <input type="checkbox"/> > Rs.15 Lakh		
Nature of Business			

Standing Instructions

I/We authorise you to receive credits automatically into my/our account.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Account to be operated through Power of Attorney (PoA)	<input type="checkbox"/> Yes	<input type="checkbox"/> No

Please attach recent passport size photographs in the space provided below:

Sole/First Holder	Second Holder	Third Holder
Signature across Photograph	Signature across Photograph	Signature across Photograph

Declaration

The rules and regulations of the Depository and Depository Participants pertaining to an account which are in force now have been read by me/us and I/we have understood the same and I/we agree to abide by and to be bound by the rules as are in force from time to time for such accounts. I/We also declare that the particulars given by me/us are true to the best of my/our knowledge as on the date of making such application. I/We further agree that any false / misleading information given by me or suppression of any material fact will render my account liable for termination and further action.

	Name(s) of holder(s)	Signature(s)
Sole/First Holder (Mr./Ms.)		
Second Holder (Mr./Ms.)		
Third Holder (Mr./Ms.)		
Guardian (in case of minor) (Mr./Ms.)		

NOMINATION

I/We wish to make a nomination and do hereby nominate the following person in whom all rights and / or amount payable in respect of securities held in the Depository by me / us in the said beneficiary owner account shall vest in the event of my / our death.

I/We do not wish to make a nomination

Name of the Nominee (Mr./Ms.)							
Relationship with the Applicant (if any)							
Address of Nominee							
	Pin Code						
Date of Birth (in case of minor)							Signature of Nominee
	D	D	M	M	Y	Y	
Name of Guardian (Mr./Ms.) (in case Nominee is a minor)							
Address of Guardian							
	Pin Code						
Signature of Guardian							

Photograph
of Nominee

Signature of
Nominee
across
Photograph

Photograph of
Guardian
(in case of minor)

Signature of
Guardian across
Photograph

Signature of two Witnesses

Name	Address	Signature with date
1.		
2.		

(To be signed by the applicant only in case of nomination)

(Sole/First Holder) (Second Holder) (Third Holder)

Notes :

1. All communication shall be sent at the address of the Sole/First holder only.
2. Thumb impressions and signatures other than English or Hindi or any of the other language not contained in the 8th Schedule of the Constitution of India must be attested by a Magistrate or a Notary Public or a Special Executive Magistrate.
3. As per NSDL Circular No. NSDL/PI/2004/1622 dated September 7, 2004 pursuant to SEBI Circular No. MRD/DoP/Dep/Cir-29/2004 dated August 24, 2004 a copy of any one of the following documents may be accepted as proof of identity / proof of address (local/correspondence/foreign address as the case may be):

Proof of Identity: Passport, Voter ID Card, Driving license, PAN card with photograph, Identity card/document with applicant's Photo, issued by a) Central/State Government and its Departments, b) Statutory/Regulatory Authorities, c) Public Sector Undertakings, d) Scheduled Commercial Banks, e) Public Financial Institutions, f) Colleges affiliated to Universities, g) Professional Bodies such as ICAI, ICWAI, ICSI, Bar Council etc., to their Members; and h) Credit cards/ Debit cards issued by Banks.

Proof of Address: Ration card, Passport, Voter ID Card, Driving license, Bank passbook, verified copies of Electricity bills (not more than two months old)/ Residence Telephone bills (not more than two months old)/ Leave and License agreement / Agreement for sale, Self-declaration by High Court & Supreme Court judges, giving the new address in respect of their own accounts, Identity card/document with address, issued by a) Central/State Government and its Departments, b) Statutory/Regulatory Authorities, c) Public Sector Undertakings, d) Scheduled Commercial Banks, e) Public Financial Institutions, f) Colleges affiliated to universities; and g) Professional Bodies such as ICAI, ICWAI, Bar Council etc., to their Members.

Participants must verify the copy of the document with the original.
4. Instructions related to nomination, are as below:
 - I. The nomination can be made only by individuals holding beneficiary owner accounts on their own behalf singly or jointly. Non- individuals including society, trust, body corporate, partnership firm, karta of Hindu Undivided Family, holder of power of attorney cannot nominate. If the account is held jointly all joint holders will sign the nomination form.
 - II. A minor can be nominated. In that event, the name and address of the Guardian of the minor nominee shall be provided by the beneficial owner.
 - III. The Nominee shall not be a trust, society, body corporate, partnership firm, karta of Hindu Undivided Family or a power of Attorney holder. A non-resident Indian can be a Nominee, subject to the exchange controls in force, from time to time.

- IV. Nomination in respect of the beneficiary owner account stands rescinded upon closure of the beneficiary owner account. Similarly, the nomination in respect of the securities shall stand terminated upon transfer of the securities.
- V. Transfer of securities in favour of a Nominee shall be valid discharge by the depository against the legal heir.
- VI. The cancellation of nomination can be made by individuals only holding beneficiary owner accounts on their own behalf singly or jointly by the same persons who made the original nomination. Non- individuals including society, trust, body corporate, partnership firm, karta of Hindu Undivided Family, holder of power of attorney cannot cancel the nomination. If the beneficiary owner account is held jointly, all joint holders will sign the cancellation form.
- VII. On cancellation of the nomination, the nomination shall stand rescinded and the depository shall not be under any obligation to transfer the securities in favour of the Nominee.
5. Strike off whichever is not applicable.

Acknowledgement

Participant Name, Address & DP ID

Received the application from Mr/Ms _____ as the sole/first holder alongwith _____ and _____ as the second and third holders respectively for opening of a depository account. Your Client ID will be intimated to you shortly. Please quote the DP ID & Client ID allotted to you in all your future correspondence.

Date : _____

Participant Stamp & Signature

Rights and Obligations of Beneficial Owner and Depository Participant as prescribed by SEBI and Depositories

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.
