SI. No.COR: NC

Deutsche Bank AG, Depository Services, DB House, Hazarimal Somani Marg, Fort, Mumbai 400 001.



# DEPOSITORY SERVICES ACCOUNT OPENING- CORPORATE/CLEARING MEMBER NATIONAL SECURITIES DEPOSITORY LTD.

Lead Generated By (Code)	Checklis	 t (Investo	Branch Code Branch Name Demat Account No. To be filled in DP
CM ID (for clearing member only)			
Type of Account			
Body Corporate     FI       Trust     OCB			Bank     FII       HUF     Others (Please specify)
Names of the Document	Subr Yes	nitted No	Exceptions, if any
Account Opening Form duly signed by all holders			
Depository Agreement *			
SEBI Certificate for clearing member			
Stock Exchange Letter for clearing member			
CC Letter (CM-ID) for clearing member			
Memorandum & Articles of Association or/ Trust Deed in case of Trust			
Board Resolution/Trust Resolution for Corporate/Trust			
Specimen Signatures List			
Fax Indemnity (Optional)#			
Current A/c			
Introduction by existing demat Account Holder			
Debit authorization			
Signed Photographs			

\*Applicable Stamp Duty

# Fax indemnity on Rs. 300/- Stamp Paper

NOTE: ANY CORRECTION/ALTERATION IN THE FORM REQUIRES SIGNATURE OF ALL HOLDERS.

• For Documents to be submitted, see options as given overleaf.

• Attach all ID Proofs, Address Proofs and relevant documents on last page only.

1. The names of the account holders should be exactly in the same order as mentioned in the certificates to be dematerialized

2. In case of additional signatures, separate annexure should be attached to the application form.

3. As per NSDL Circular No. NSDL/PI/2002/1319 dated August 8, 2002, following documents may be accepted as proof of identity/proof of address: Memorandum & Articles of Association (MoA & AoA), board resolution for opening demat account and the list of authorized signatories along (i)

- (ii)
- with their specimen signatures and photographs, etc. Introduction by an existing account holder or by the applicant's bank. Proof of address of the corporate evidenced by the document registered with Registrar of Companies or acknowledged copy of Income Tax (iii) Return or Bank Statement of Leave & Licence Agreement/Agreement for Sale.
- 4. Thumb impressions and signatures other than English or Hindi or any other languages not contained in the 8th Schedule of the Constitution of India must be attested by a Notary, Public or a Special Executive Magistrate.
- 5. Strike off whichever is not applicable.

## Form 11

# PART I - KNOW YOUR CLIENT (KYC) APPLICATION FORM (For Non-Individuals)

Deutsche Bank AG., Depository Services, DB House, Hazarimal Somani Marg, Fort, Mumbai – 400001. DP ID IN300167

Photograph

Please affix the recent passport size photograph and sign across it

Please fill this form in ENGLISH and in BLOCK LETTERS

Α.	IDENTITY DETAILS								
1	Name of the Applicant								
2	Date of incorporation	D M M Y	Y Y	Place of	of incorporat	ion			
3	Date of commencement of b	usiness				D	D M	M Y Y	e iyo iyo
4	a) PAN	b)	Registrat	tion No. (e.g.	CIN)				
5	Status (please tick any on	e):							
	<ul> <li>Private Limited Co.</li> <li>Public Ltd. Co.</li> <li>Body Corporate</li> <li>Trust</li> <li>Charities</li> <li>NGO's</li> <li>Other (please specify)</li> </ul>					ent Body rnment Organiz stablishment	zation	Partr FI FI HUF AOP BOI	
В.	ADDRESS DETAILS								
1	Correspondence Address	City/Town/Village				PIN Code			
		State				Country			
2	Specify the proof of address	submitted for correspon	dence ad	ddress					
		Tel. (Off.)				Tel. (Res.)			
3	Contact Details	Fax No.				Mobile No.			
		Email ID							
4	Registered Address (if different from above):	City/Town/Village				PIN Code			
		State				Country			<u> </u>

C.	OTHER DETAILS							
1	Name, PAN, residential address and photographs of Promoters/ Partners/Karta/Trustees and whole time directors:							
2	DIN of whole time directors:	If space is insufficie [///ustra					arately	
3	Aadhaar number of Promoters/Partners/Karta							
D.	DECLARATION							
you	e hereby declare that the details furnished above are true and correct of any changes therein, immediately. In case any of the above info we are aware that I/we may be held liable for it.							
Nai	me & Signature of the Authorised Signatory(ies)	[	Date	D	DM	MY	Y	ΥY
==				==		====	===	===
	FOR OFFIC	USE ONLY						
	Originals verified and Self-Attested Documents copies receive	d						
	ne and Signature of the thorised Signatory							
Dat	ie D	D M M Y Y	Ý			l/Stamp on termedia		

## Details of Promoters/ Partners/ Karta / Trustees and whole time directors forming a part of Know Your Client (KYC) Application Form for Non-Individuals

Sr. No.	Name	Relationship with Applicant (i.e. promoters, whole time directors etc.)	PAN	Re	sidentia egistere Address	d	time c /Aa num Promo	f whole lirectors dhaar ber of oters/Pa s/Karta	5	Pho	tograph	
1												
2												
3												
4												
5												
<u></u>	1	1	1	<u> </u>								
Name	e & Signature of the Auth	norised Signatory(id	es)	Date	D	D	$\mathbb{M}$	M	Y	Y	Y	Y

## FORM 11 PART II – ACCOUNT OPENING FORM

(FOR NON-INDIVIDUALS)

DP I	d : IN	300167				Clien	t –ID											
Deut	sche	Bank AG				(To be		d by P	artici	pant	)							
Depo	ository	Services, Haza	arimal Somani Mar	g, Fort Mumbai 40	0001													
detai	ls: (P	lease fill all the	a depository accour details in CAPITA		per the	e follov	wing	Date	1	D	D	N	1	Μ	Y	Υ	Υ	Υ
A)	Deta	ails of Account	holder(s):															
				Name									P.	AN				
	Sole Hole																	
	Seco	ond Holder																
	Thir	d Holder																-
B)	Тур	e of account																
		Bank	Foreign Investor	FI Mutual I CM						r er (Pl								
C)	For	Partnership Fir	m, Unregistered Tr	ust, Association of	Perso	ons (AC	DP) et	c., alth	nougl	h the	acco	ount	is o	pene	d in t	he n	ame	of the
	parti	ner(s), trustee(e	es) etc., the name &	& PAN of the Part	nershi	ip Firn	n, Uni	registe	red 7	Γrust	, Ass	soci	atio	n of l	Perso	ons (.	AOP	) etc.,
	shou	Ild be mentione	ed below:															
	a) 1	Name				b) F	PAN											
D)	Inco	ome Details (ple	ease specify)															
	Inco	me Range per a	annum				Netv	worth										
		Below ₹ 20 L	ac				Amo	ount (₹	Ē)									
		]₹ 20 – 50 Lac	;		a	nd	As o	on (da	te)	D	D	$\mathbb{N}$	1	Μ	Y	Υ	Y	Υ
		]₹ 50 Lac – 1	crore				(Net	worth	shou	ıld no	ot be	old	er th	an 1	year)	)		
		Above ₹ 1 cr	ore															
E)	In c	ase of FIIs/Oth	hers (as may be ap	plicable)														
	RBI	Approval Refe	erence Number															
	RBI	Approval date						D	D		М		М	Y	Y		Y	Y
		-	Number (for FIIs)															
F)	Ban	k details																
	1	Bank account	t type 🗌 Savin	ngs Account	Curre	ent Ac	count		Oth	ers (l	Pleas	e sp	becif	y)				
	2	Bank Accoun	nt Number															
	3	Bank Name																
	4	Branch Addre	ess															
				City/town/					PIN	Code	e							
				village State					Cour					[			1	
1				State					Cour	uu y		1						

	5	MICR Code							
	6	IFSC							
3)	sign	 ise tick, if applicable, for an atories/Promoters/Partners/Karta/] ctors:	-	time	Politically Ex	•		erson (PEF	 ?)
I)	Clea	aring Member Details (to be filled	d up by Clearing N	Members only)					
Ī	1	Name of Stock Exchange							
ľ	2	Name of Clearing Corporation/ C	learing House						
-	3	Clearing Member ID							
ľ	4	SEBI Registration Number							
-	5	Trade Name							
ŀ	6	CM-BP-ID (to be filled up by Pa	articipant)						
	Star	nding Instructions		1					
	1	We authorise you to receive crea	dits automatically	into our account.				Yes No	
	2	Account to be operated through	Power of Attorne	y (PoA)			_	Yes No	
	3	SMS Alert facility							
		Sr. No.	Holder			Yes		No	
		1	Sole/First						
		2	Second Ho						
		3	Third Hold	der					
	4	Mode of receiving Statement of	Third Hold						
	4	-	Physical H		and ensure tha	email ID is	provided in	KYC Applic	ation
	4	Mode of receiving Statement of	Physical F	Form Form [ <i>Read Note 3</i>	and ensure tha	email ID is	provided in	KYC Applic	ation
		Mode of receiving Statement of Account [Tick any one] Mode of receiving Rights and	Physical F Electronic Form]. Physical I	Form Form [ <i>Read Note 3</i>					
	5	Mode of receiving Statement of Account [Tick any one] Mode of receiving Rights and	Physical F Electronic Form]. Physical I Electronic Form].	Form Form [ <i>Read Note 3</i> Form c Form [ <i>Read Note 3</i>	3 and ensure tha	t email ID is	provided in		
	5	Mode of receiving Statement of Account [Tick any one] Mode of receiving Rights and Obligations [Tick any one]	Physical H Electronic Form]. Physical I Electronic Form].	Form Form [ <i>Read Note 3</i> Form c Form [ <i>Read Note 3</i>	3 and ensure tha	t email ID is rs is hight	provided in er) Whethe		vation
)	5 List	Mode of receiving Statement of Account [Tick any one] Mode of receiving Rights and Obligations [Tick any one]	Physical H Electronic Form]. Physical I Electronic Form].	Form Form [ <i>Read Note 3</i> Form c Form [ <i>Read Note 3</i> <b>Ised in case numb</b>	3 and ensure tha <b>Der of membo</b>	t email ID is rs is hight	provided in er) Whethe	KYC Applia	vation
	5 List	Mode of receiving Statement of Account [Tick any one] Mode of receiving Rights and Obligations [Tick any one]	Physical H Electronic Form]. Physical I Electronic Form].	Form Form [ <i>Read Note 3</i> Form c Form [ <i>Read Note 3</i> <b>Ised in case numb</b>	3 and ensure tha <b>Der of membo</b>	t email ID is rs is hight	provided in er) Whethe	KYC Applia	vation

## Declaration

The rules and regulations of the Depository and Depository Participants pertaining to an account which are in force now have been read by us and we have understood the same and we agree to abide by and to be bound by the rules as are in force from time to time for such accounts. We hereby declare that the details furnished above are true and correct to the best of our knowledge and belief and we undertake to inform you of any changes therein, immediately. In case any of the above information is found to be false or untrue or misleading or misrepresenting, we are aware that we may be held liable for it. I/we acknowledge the receipt of copy of the document, "Rights and Obligations of the Beneficial Owner and Depository Participant".

## Authorised Signatories (Enclose a Board Resolution for Authorised Signatories. In case of HUF details of Karta to be given)

Sole/First Holder	Name	Signature(s)
First Signatory/Karta of HUF		Х
Second Signatory		Х
Third Signatory		Х
Other Holders		
Second Holder		Х
Third Holder		Х

<b>Mode of Operation for Sole/F</b> applicable)	irst Holder (In case of joint holdings, all the holders must sign. In case of HUF this is not
Any one singly	
Jointly by	
As per resolution	
Others (please specify)	

### Notes:

- 1. In case of additional signatures, separate annexures should be attached to the application form.
- 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. For receiving Statement of Account in electronic form:
  - I. Client must ensure the confidentiality of the password of the email account.
  - II. Client must promptly inform the Participant if the email address has changed.
  - III. Client may opt to terminate this facility by giving 10 days prior notice. Similarly, Participant may also terminate this facility by giving 10 days prior notice.
- 4. Strike off whichever is not applicable.

## Acknowledgement

DP Id IN300167

		Deutsche Bank	AG, Dep	ository	Services, Hazarimal Som	ani Marg, I	Fort Mu	nbai 4	00001		
Received	the	application	from	M/s			as	the	sole/first	holder	alongwith
			and			as	the se	cond	and third ho	olders resp	ectively for
opening of	a depo	sitory account.	Please q	uote the	DP ID & Client ID allo	otted to you	ı (CM-I	3P-ID	in case of Cle	earing Mer	nbers) in all
your future	corres	pondence.									

Date:	D	D	М	М	Y	Y	Y	Υ
-------	---	---	---	---	---	---	---	---

Participant Stamp & Signature

# SPECIMEN OF BOARD RESOLUTION ON COMPANY LETTER HEAD

Extract of Board Resolution passed in the Board Meeting of \_\_\_\_\_

held at the registered office at \_\_\_\_

\_\_\_\_\_ dated

with Deutsche Bank

Resolved that the CDSL / NSDL Beneficiary Account be opened in the name of\_\_\_\_\_

Further the following directors / signatories are authorized to operate these account as per the mode of operation mentioned against.

Sr. No.	Name	Designation	Mode of Operation	Si9natures
				Х
				Х
				Х
				Х
				Х
				Х
				Х

\_\_\_\_\_ of the Company.

Resolved further that the above directors be and are hereby authorized to execute all the necessary documents that may be required by the bank for opening of the account.

Resolved further that the above Directors be and are here by authorized to sign such undertakings or indemnities as may be required by the bank from time to time for the operation of the account.

Resoled further that any director be and is hereby authorized to forward a copy of this resolution to the bank for information and record.

For \_\_\_\_

Company Secretary

X Director 1

X Director 2 SI. No. IND NC

# Authorisation of Debiting the Current Accounts/Savings Accounts for Bank Charges & Undertaking for the Payment of Interest in case of occurrence of Debit Balances

To,

Deutsche Bank AG,

Depository Services, DB House, Hazarimal Somani Marg, Fort, Mumbai 400 001.

I/We,		(A/c holders name)
residing at		_ Maintain a Savings Account/s/Current Account/s ("the
	Deutsche Bank AG., hereinafter called "the Bank" (which expression shall u successors in title) at its	unless it be repugnant to the context or meaning thereof
(Name & address of th	ne branch) and the Savings/Current Account No. is	
Account No.		
Bank Name		
Address Line -1		
Address Line - 2		
City	State	PIN Code
Country		
Cust. ID.		
Corporate Salary A/c	(Allotted at the time of opening saving A/c) Yes No	

I/We hereby authorise the Bank to debit all types of bank charges/commission/fees ("Service Charges") payable by me/us to the said Accounts. I/We undertake that sufficient balances shall be maintained by in the said Accounts to facilitate the debiting of Service Charges. The failure on part of me/us to maintain sufficient balance in the said Account shall not anyway impair the right of the Bank to debit the Service Charges. I/We hereby further authorise the Bank to charge any interest on debit balance in the said Accounts due to the debiting of Service Charges.

The Bank shall not be obliged to provide overdraft facility on the said Account but for towards the debiting of Service Charges payable by me/us.

I/We specifically agree and confirm that any matter or issue arising hereunder shall be governed by and construed exclusively in accordance with the Indian laws and shall be subject to the jurisdiction of the courts of Mumbai in India.

## SIGNED AND DELIVERED

Signature of SB/Current Account Holder

X			
X			
X			
Name of SB/Curren	Account Holder	Middle name Last name	
Signature of Witne	ss X		
Name of Witness:	First name	Middle name Last name	
Address			
For Office Use only			
Signature tallied by			
	Y Y Y Y	Initials	

#### **Service Charges**

eel liee ella gee	
Account Opening/Joining Fees	Nil (Stamp Paper Charges, as applicable)
Dematerialization	Rs 2.50/- per Certificate plus Rs 25/- courier charges or minimum Rs 50/-
Account Maintenance	Rs 500/- p.a.
Custody Charges	Nil
Transaction (Buy)	Nil
Transaction (Sell)	0.04% (Min. Rs 25)
Pledge Services*	0.03% of the value of transaction with minimum of Rs 50/- per request
Account Closing	Nil
Rematerialization	Rs 30/- per Certificate
Failed Instruction Charges	Rs 20/- per transaction
Late Instruction Charges#	0.20% of the Value of transaction with minimum of Rs 30/- per instruction
Other Charges, f any	Ad-hoc statement - Rs 100/- per statement.

• All rates are calculated on the market value.

- The above charges are exclusive of Tax, which will be as applicable.
- The above rates are subject to change with 30 days prior intimation.
- Annual Maintenance Charges are levied upfront for a period of one year at the beginning of the period, and shall be refunded for the balance quarters in the event of closing or shifting of the demat account from one participant to another.
- \*Pledge service will include individual pledge creation request, closure request, Pledge invocation receipt, Pledge invocation delivery favoring other counter parties only.
- All instructions for transfer must be received at the designated branches of the Bank at least 24 hours before the execution date.
- #All instruction received on the same day as the pay in date or received after 4.00 p.m for the same day execution will be treated as late instructions.
- There will be a charge of INR 100 for dishonor of any cheque or unsuccessful attempt to recover payment through direct debit or ECS. The depository services are liable for discontinuation, if Deutsche Bank is unable to recover charges from the customer for any reason whatsoever. In such cases there will be a charge of INR 350 for resumption of services and the services will be resumed after a minimum of three working days from the date of receipt of request at Central Processing Office, Mumbai
- · Any service that is not indicated above will be charged separately as per the rates applicable from time to time
- Reissuance of Booklet charges will be INR 50 per booklet containing 10 leaflets.

(Sole/First Holder)

(Second Holder)

(Third Holder)

## 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.
- 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"
- 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.
   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

 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

- 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 here by acknowledge the receipt of copy of the document, "Rights and Obligations of Beneficial Owner and Depository Participant".

1) <u> </u>	
2) <u>X</u>	
3) <u>×</u>	
(for and on behalf of the Client)	X
Signed and delivered by	

Witness

(for and on behalf of Deutsche Bank AG

Х

Witness

Х

## 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.
- 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

- 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"
- 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.
   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.
- 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

- 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

- 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.
   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 here by acknowledge the receipt of copy of the document, "Rights and Obligations of Beneficial Owner and Depository Participant".

1) <u>X</u>		
2) <u>×</u>	-	
3) <u>×</u>	-	
(for and on behalf of the Client)	Х	
		Witness
Signed and delivered by		
	х	

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Witness