



ELIXIR EQUITIES PRIVATE LIMITED

Depository Service
Account Opening Form
INDIVIDUAL/HUF/FOREIGN NATIONAL

CENTRAL DEPOSITORY SERVICES (INDIA) LTD.

Account No.

1	2	0	3	6	7	0	0												
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Branch Code and Name _____

Client Name : _____ Code _____

Regd . Office: 58, Mittal Chambers, 228, Nariman Point, Mumbai – 400 021.
Tel.: 6115 1919 **Fax:** 6115 1999 **E-mail ID:** investorgrievance@elixirequities.com
Corporate Identity Number : - U67120MH1997PTC112103

Additional KYC Form for Opening a Demat Account

For Non – Individuals

ELIXIR EQUITIES PVT.LTD
58 Mittal Chambers, 228 , Nariman Point, Mumbai - 400 021.
Tel : 6115 1919 Fax : 6115 1999

(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	2	0	3	6	7	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 following details:-

Holders Details

Sole / First Holder's Name		PAN																		
		UID																		
SEARCH NAME																				
Second Holder's Name		PAN																		
		UID																		
Third Holder's Name		PAN																		
		UID																		

Name *	
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*In case of Firms, Association of Persons (AOP), Partnership Firm, Unregistered Trust, etc., although the account is opened in the name of the natural persons, the name of the Firm, Association of Persons (AOP), Partnership Firm, Unregistered Trust, etc., should be mentioned above.

Type of Account (Please tick whichever is applicable)											
Status										Sub – 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) _____										To be filled by DP	
SEBI Registration No. (If Applicable)		SEBI 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"/> Other (specify) _____										

I / We instruct the DP to receive each and every credit in my / our account (If not marked, the default option would be 'Yes')		[Automatic Credit] <input type="checkbox"/> Yes <input type="checkbox"/> No
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
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 request you to send Electronic Transaction-cum-Holding Statement at the email ID _____		<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 received the Annual Report <input type="checkbox"/> Physical <input type="checkbox"/> Electronic <input type="checkbox"/> Both Physical & Electronic (Tick the applicable box. If not market the default option would be Physical)		

Clearing Member Details (To be filled by CM's Only)

Name of Stock Exchange			
Name of CC/CH			
Clearing Member ID		Trading Member ID	

I / We wish to receive dividend / interest directly in to my bank account given below through ECS (if not marked, the default option would be 'Yes') [ECS is mandatory for locations notified by SEBI from time to time]	<input type="checkbox"/> Yes <input type="checkbox"/> No
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Bank Details [Dividend Bank Details]

Bank Code (9 digit MICR code)																				
IFS Code (11 character)																				
Account number																				
Account type	<input type="checkbox"/> Saving <input type="checkbox"/> Current <input type="checkbox"/> Others (specify) _____																			
Bank Name																				
Branch Name																				
Bank Branch Address																				
City																				
State					Country					PIN Code										

- (i) Photocopy of the cancelled cheque having the name of the account holder where the cheque book is issued,
(or)
- (ii) Photocopy of the Bank Statement having name and address of the BO
- (iii) Photocopy of the Passbook having name and address of the BO, (or)
- (iv) Letter from the Bank.
 - In case of options (ii), (iii) and (iv) above, MICR code of the branch should be present / mentioned on the document.

Other Details	
Gross Annual Income Details	Income Range Per Annum: <input type="checkbox"/> Up to Rs.1,00,000 <input type="checkbox"/> Rs.1,00,000 to Rs.5,00,000 <input type="checkbox"/> Rs. 5,00,000 to Rs.10,00,000 <input type="checkbox"/> Rs.10,00,000 to Rs.25,00,000 <input type="checkbox"/> Rs. 25,00,000 to 1,00,00,000 <input type="checkbox"/> More than Rs.1,00,00,000
	Net worth as on (Date) <input type="text"/> D <input type="text"/> D <input type="text"/> M <input type="text"/> M <input type="text"/> Y <input type="text"/> Y <input type="text"/> Y <input type="text"/> Y Rs.
	<i>[Net worth should not be older than 1 year]</i>
Please tick if any of the authorized Signatories / Promoters / Partners / Karta / Trustees / Whole Time Directors is either Politically Exposed Person(PEP) or Related to Politically Exposed Person (RPEP) <input type="checkbox"/> Please provide details as per Annexure 2.2 A.	
Any other Information:	

SMS Alert Facility Refer to Terms & Conditions given as Annexure - 2.4	MOBILE NO. +91 _____ [(Mandatory , if you are giving Power of Attorney (POA)] (if POA is not granted & you do not wish to avail of this facility, cancel this option).										
Transaction Using Secured Texting Facility (TRUST) Refer to Terms and Conditions Annexure 2.6	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" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 33%;"><u>Stock Exchange Name / ID</u></th> <th style="width: 33%;"><u>Clearing Member Name</u></th> <th style="width: 33%;"><u>Clearing Member ID (Optional)</u></th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>	<u>Stock Exchange Name / ID</u>	<u>Clearing Member Name</u>	<u>Clearing Member ID (Optional)</u>							
<u>Stock Exchange Name / ID</u>	<u>Clearing Member Name</u>	<u>Clearing Member ID (Optional)</u>									
Easi	To register for easi , please visit our website www.cdslindia.com . Easi allows a BO to view his ISIN balances, transactions and value of the portfolio online.										

I / We have received and read the document of 'Rights & Obligation to BO-DP' 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 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 will render my account liable for termination and suitable action.

	Sole / First Authorised Signatory	Second Authorised Signatory	Third Authorised Signatory
Name			
Designation			
Signature			

(In Case of more authorized signatories, please add annexure)

(Signatures should be preferably in black ink)

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

Acknowledgement Receipt:

Application No.:

Date:

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

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

Depository Participant Seal and Signature

Details of Politically Exposed Persons (PEP) / Related to Politically Exposed Persons (RPEP).

[Non – Individual]

Name of holder _____

PAN of holder _____

Sr.No.	Name of the Authorized Signatories / Promoters / Partners / Karta / Trustees / Whole Time Directors	Relation with Holder (i.e. Promoters, whole time Directors etc.	Please tick the relevant option
			<input type="checkbox"/> PEP <input type="checkbox"/> RPEP
			<input type="checkbox"/> PEP <input type="checkbox"/> RPEP
			<input type="checkbox"/> PEP <input type="checkbox"/> RPEP
			<input type="checkbox"/> PEP <input type="checkbox"/> RPEP
			<input type="checkbox"/> PEP <input type="checkbox"/> RPEP

Name & Signature of the Authorized Signatories Date ___/___/_____

PEP: Politically Exposed Person

RPEP: Related to Politically Exposed Person

INSTRUCTION TO THE APPLICANTS (BOs) FOR ACCOUNT OPENING:

1. Signatures can be in English or Hindi or any of the other languages contained in the 8th Schedule of the Constitution of India. Thumb Impression and signatures other than the above mentioned languages must be attested by Magistrate or a Notary Public or a special Executive Magistrate / Special Executive Officer under his / her official seal.
2. Signature should be preferably in black ink.
3. Details of the Names, Address, Telephone Number(s) etc. of the Magistrate / Notary Public / Special Executive Magistrate / Special Executive Offices are to be provided in case of attestation done by them.
4. Incase of additional signatures (for accounts other than individual), separate annexures should be attached to the account opening form.
5. In case of applications containing a Power of Attorney, the relevant Power of Attorney or the self-certified copy thereof, must be lodged along with the application.
6. All correspondence / queries shall be addressed to the first / sole applicant.
7. Strike off whichever option, in the account opening form, is not applicable.

Terms And Conditions-cum-Registration / Modification Form for receiving SMS Alerts
from CDSL (Annexure A)

[SMS Alerts Will Be Sent By CDLS to BOs for All Debits]

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 400001 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. 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	3	6	7	0	0		0	0	0						
---	---	---	---	---	---	---	---	--	---	---	---	--	--	--	--	--	--

(Please write your 8 digit DPID)

(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)

Signatures

Sole / First Holder

Second holder

Third Holder

Place: _____

Date: _____

ELIXIR EQUITIES PVT. LTD.

Off:- 58, Mittal Chambers, 228, Nariman Point, Mumbai - 400 021. Tel.: 6115 1919 Fax : 6115 1999
 Email : investor grievance@elixirequities.com

Fee Schedule for Depository Services (Normal Investor Beneficiary Account – CDSL)

Sr. No.	Fee Head	Fees
1	Statutory Charges at the time of Account Opening	Nil
2	Advance / Deposit	Nil
3	Account Maintenance	Rs. 750 p.a. For Individual & Rs. 1500 p.a. For Corporate (In advance)
4	Demat	Rs. 10 Per Certificates Plus Rs. 50 Per Demat Request
5	Remat	Rs. 25 Per Request
6	Transaction (Debit)	Rs. 25 Per Debit Transaction
7	Pledge Creation	Rs. 25 Per Request
8	Pledge Creation confirmation	NIL
9	Pledge Closure	NIL
10	Pledge Closure confirmation	NIL
11	Pledge Invocation	NIL
12	Failed instruction charges	NIL
13	Other Charges	Rs. 610/- towards Franking & Notary of Account opening Form (One Time)
14	New Dis Booklet	RS. 50/-
15	Easy Services	NIL
16	Easiest Services	Rs. 2300 For Fresh E-Token & Rs. 1200 For Renewal of Account Of Choice Option
17	Dispatch Of Non-Periodic Statements	Rs. 50/- For Inland & Rs. 500/- For Foreign Address Mailing Charges for non periodic statements and other communication
18	Client Account Updation	Rs. 25 per Updation
19	KYC New/Existing	Rs. 60/- / Rs. 15/-

Common Clauses

- The fees include the depository charges wherever applicable.
- The above charges are exclusive of service tax which would be as per actual and other levies levied by government bodies / statutory authority from time to time.
- Charges / Service Standards are subject to revision at the Company's, Sole discretion and as informed by circulates sent by ordinary post.
- Value of the transaction will be in accordance with rates provided by CDSL.
- All charges will be payable monthly except for Account Maintenance Charges which are payable annually.
- Charges quoted above are for the services listed. Any services not quoted above will be charged separately.
- Operating instructions for the joint accounts must be signed by all the holders.
- All instructions for transfer must be received at the designated branches of the company at least 24 hours before the execution date.
- For late instructions, the service standards and charges are as under :
-

Instruction Receipt Date	In Mumbai	Non Mumbai	Remarks
On the execution date	As stated above.	As stated above.	Accepted only at Client's risk

- Please note that in case we are unable to recover the service charges due to non maintenance of adequate balances in the bank account or inadequate advance fees, then the demat account will be "Frozen" for operations.
- Includes market/On market/Inter-Depository transactions.

I/We have accepted the Schedule A as stated herein above. (To be signed by all the holders as an acceptance)

Name and signature Joint Holder 1 : _____

Name and signature Joint Holder 2 : _____

Name and signature Joint Holder 3 : _____

(Perforated Card)

DP ID	1	2	0	3	6	7	0	0	Client ID	0	0	0					
-------	---	---	---	---	---	---	---	---	-----------	---	---	---	--	--	--	--	--

(Signatures should be preferably in black ink).

	First/Sole Holder	Second Holder	Third Holder
Name			
Specimen Signatures			

OPTION FORM FOR ISSUE OF DIS BOOKLET

Date	D	D	M	M	Y	Y	Y	Y
------	---	---	---	---	---	---	---	---

DP ID	1	2	0	3	6	7	0	0	Client ID	0	0	0						
First Holder Name																		
Second Holder Name																		
Third Holder Name																		

To,
 ELIXIR EQUITIES PVT. LTD.
 58, Mittal Chambers,
 228, Nariman Point
 Mumbai – 400 021.

Dear Sir / Madam,
 I / We hereby state that:

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 _____ (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/Sole Holders	Second Joint Holder	Third Joint 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 _____ (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 / Sole holder	Second Holder	Third Holder
Name			
Signature			

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

Acknowledgement Receipt

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

DP ID	1	2	0	3	7	0	0	Client Id										
Name of the Sole / First Holder																		
Name of Second joint Holder																		
Name of Third joint Holder																		

Depository Participant Seal and Signature

Terms and conditions for availing Transaction Using Secured Texting (TRUST) Service offered by CDSL

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 "Transaction 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 following terms and conditions. The type 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 message 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 message are not received or send 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 instruction are executed in the depository system shall be conclusive evidence of such instructions having been issued by the BO. The DP / CDSL will not 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 Transactions 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 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 numbers 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 numbers 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 obligations 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 or receipt of such response, CDSL's records shall be conclusive evidence and the Parties agrees 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 service to the BO. Depository however, shall not be responsible and be held liable for any divulgence or leakage of confidential BO information by such Services 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 in 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:-
 - a. There is loss of any information during processing or transmission or any unauthorized access by any other person or breach of confidentiality.
 - b. 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.
 - c. There is breach of confidentiality or security of the messages whether personal or otherwise transmitted through the Facility.

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 Regulation 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 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 nay change in details provided in the account opening form as submitted to the DP at the time of opening the demat account of 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. It may be informed to the Beneficial Owner that “no charges are payable for opening of demat accounts”
6. In case of basic service Demat Accounts, the DP shall adhere to the charge structure as laid down under the relevant SEBI and / or Depository Circulars/direction/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 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 the beneficial owners and / or DP's own securities held in dematerialized form.
10. The DP shall not facilitate the Beneficial Owner to create of 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 instruction.

Statement of Account

13. The DP shall provide statement of account 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 service 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 electronics mode, then the Participant shall be obliged to forward the statement of demat account in physical form.
16. In case of Basic Service 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 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 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 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 provide 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 amount as provide 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 provision 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 then 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 account of the Beneficial Owners on receipt of instructions received from any regulatory or court or any statutory authority.

Redressal Of Inventor 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 condition 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 content 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 client 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.