



• APPLICATION NO. •

• DP CLIENT NO. •

12042000000



# India Advantage Securities Limited

Member: DEPOSITORY SERVICES - CENTRAL DEPOSITORY SERVICES INDIA LTD.

## ACCOUNT OPENING FORM (NON INDIVIDUAL)

SEBI REG. NO. : IN-DP-CDSL-329-2006

DP ID : 12042000

Corporate Office: Om Plaza, Vasanji Lalji Rd., Opp. Railway Station, Kandivli (W), Mumbai - 400 067.

Tel.: 6616 8800 / 2809 1800 • Fax : 2809 2800

E-mail: [contact@indiaadvantage.co.in](mailto:contact@indiaadvantage.co.in) • Website: [www.indiaadvantage.co.in](http://www.indiaadvantage.co.in)

Registered Office: Shop No: 19, Corner Point, Daman - Dabhel Road, Nani Daman - 396210

## CHECKLIST FOR NON-INDIVIDUAL ACCOUNT OPENING

### Corporate Entity

- Certified true copy of Board Resolution, duly certified by Managing Director/Company Secretary, authorizing opening of demat account and specifying the name of persons authorized by the Board to operate the said demat account. The resolution must specify the manner of operation of the account and authority given to the authorised signatories to open and operate the account.
- Names of the authorized signatory(ies), designation, photograph and their signatures duly verified by Managing Director/Company Secretary.
- Memorandum and Articles of Association & Certificate of Incorporation of the Corporate Investor
- Proof of address evidenced by documents registered with registering authority or bank statement or agreement for sale or leave and license agreement or acknowledged copy of Income Tax returns.
- PAN card of the corporate entity.

### CMs

- True copy of certificate of registration with SEBI, certified by Managing Director/Company Secretary.
- Certified true copy of Board Resolution duly certified by the Managing Director / Company Secretary authorizing opening of demat accounts and specifying the name of person(s) authorized by the Board to operate the said demat account. The resolution must specify the manner of operation of the account and authority given to open and operate the demat account.
- Names of the authorized signatories, designation, and their specimen signatures duly verified by the Managing Director/Company Secretary.
- Memorandum and Articles of Association of the Company & Certificate of Incorporation of the Corporate Investor.
- One passport-size photograph of each of the authorised signatory(ies) with their signature/s across the photograph.
- Proof of address evidenced by document registered with registering authority or bank statement or agreement for sale or leave and license agreement or acknowledged copy of Income Tax return.
- PAN card of the corporate entity.

### Fils

- True copy of Certificate of Registration with SEBI, certified by Managing Director/Company Secretary.
- True copy of Board Resolution, duly certified by Managing Director/ Company Secretary, authorizing opening of demat account, specifying names of persons authorized by the Board to open the demat account. The resolution must specify the manner of operation of the account and authority given to authorized signatory(ies), to open and operate the demat account.
- Names of the authorized signatory (ies), designation, photograph and their specimen signatures, duly certified by Managing Director/ Company Secretary.
- Memorandum and Articles of Association of the Company, if any.

### OCBs

- Certified true copy of Board Resolution, certified by Managing Director/ Company Secretary for persons authorized by the Board to act as authorized signatory(ies).
- Names of the authorized signatory(ies), designation, photographs and their specimen signatures, certified by Managing Director/Company Secretary.
- Memorandum and Articles of Association of the Company.
- RBI Registration Certificate.
- Declaration from the OCB that it meets with the guidelines issued by RBI / Ministry of Finance.
- Certificate from overseas auditors in Form OAC or OAC - 1, as may be applicable.
- Statement of account from the Bank.

### Banks

- Certified true copy of Board Resolution, or
- Letter on the letterhead of the bank, signed by the Chairman/MD authorizing opening of account and authority given to authorized signatories to open and operate the demat account.
- Names of the authorized signatories, designation, photograph and their specimen signatures, certified by Chairman/Managing Director.
- Memorandum and Articles of Association & Certification of Incorporation or Copy of RBI Registration in case of Scheduled / Co-operative Banks
- Proof of address evidenced by document registered with registering authority or agreement for sale or leave and license agreement or acknowledged copy of Income Tax return.

### Societies

#### Registered Society:

- Copy of Certificate of Registration under the Societies Registration Act, 1860.
- List of Managing Committee members.
- Certified true copy of Committee Resolution for persons authorized by the Committee to act as Authorized Signatory(ies).
- Names of Authorized Signatories, Designation, and their Specimen Signatures.
- True copy of Society Rules and Bye Laws Certified by the Chairman / Secretary.
- One passport-size photograph of each authorized signatory with signature across the face of the photograph.
- Proof of address evidenced by document registered with registering authority or bank statement or agreement for sale or leave and license agreement or acknowledged copy of Income Tax return.
- Pan card of the society.

#### Unregistered Society:

- The account should be opened in the names of the members under "Individual" category (maximum three accountholders).
- All the documents, as applicable for account opening under individual category, should be obtained.
- The proof of address and identity documents of the members should be obtained for account opening.
- PAN card of the account holder(s).
- PAN card of the Unregistered Trust (refer: SEBI Circular dated 20-July-2006, point no. 4.6).

### Trust

#### Public Trust/ Charitable Trust and Trust capable of holding property in its name (Registered Trust /Public Trust):

- Account should be opened in the name of the Trust.
- Certificate of Registration of Trust under the Societies Registration Act/ Public Trust Act, 1860 / Bombay Public Trust Act, 1950 / Public Trust Act, of relevant State.
- Trust Deed and Rules.
- List of Members on the Board of Trustees.
- Certified true copy of Board Resolution to open the demat account and specifying the persons authorized by the Board to act as Authorized signatory(ies) to operate the demat account.
- Names of the authorized signatories, designation, and their specimen signatures duly verified by the Managing Trustee.
- One passport-size photograph of each of the authorized signatory(ies) with their signatures across the face of the photograph.
- PAN card of the trust.
- Proof of registered office address evidenced by the document registered with registering authority or bank statement or agreement for sale or leave and licence agreement or acknowledged copy of the income tax return.

#### Private Trust:

- The Board of Trustees shall specify the names of the trustee/s who shall hold/ operate the demat account.
- The account should be opened in the names of the trustees under "Individual" category of the first named trustee (maximum three account holders).
- The proof of address and identity documents of the trustees should be obtained for account opening.
- PAN card of the trust.

#### 'Recognized' Funds / Trusts/ Other similar entities.

- Certificate of Registration, if any, issued by the authority recognizing the Fund/ Trust/ Entity as such;
- Trust Deed and Rules and/or any document or charter defining their constitution and providing for management thereof;
- List of Members on the Board of Trustees/Governing Body;
- Certified true copy of the Resolution passed by the Board of Trustees/ Governing Body to open the demat account and specifying the persons authorized by the Board to act as Authorized signatory(ies) to operate the demat account;
- Names of the authorized signatories, designation, and their specimen signatures duly verified by the Managing Trustee;
- One passport-size photograph of each of the authorized signatory(ies) with their signatures across the face of the photograph;
- PAN cards issued to such Fund / Trust / Entity
- Proof of registered office address evidenced by document registered with registering authority or bank statement or agreement for sale or leave-and-license agreement or acknowledged copy of Income Tax Return.





# India Advantage Securities Limited

Om Plaza, Vasanji Lalji Rd., Opp. Railway Station, Kandivli (W), Mumbai  
- 400 067. Tel. : 6616 8800 / 2809 1800 • Fax : 2809 2800  
E-mail : contact@indiaadvantage.co.in • www.indiaadvantage.co.in

SEBI REG. NO. : IN-DP-CDSL-329-2006  
DP ID : 12042000

## APPLICATION FORM FOR OPENING A DEMAT ACCOUNT (For entities other than Individuals)

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"/> FI					To be filled by the DP											
<input type="checkbox"/> CM	<input type="checkbox"/> FI	<input type="checkbox"/> Clearing House	<input type="checkbox"/> Other (Specify)																		
Date of Incorporation																					
SEBI Registration No. (If Applicable)						SEBI Registration Date															
ROC Registration No. (If Applicable)						ROC Registration Date															
RBI Registration No. (If Applicable)						RBI Approval Date															

(To be filled by the Depository Participant)

Application No.										Date									
DP Internal Reference No.																			
DP ID	1	2	0	4	2	0	0	0	Client ID	0	0	0							

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

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

Name											
Search Name											
Correspondence Address											
City											
State											
Country											
PIN											
Telephone No.											
Fax No.											
PAN (Compulsory)*											
E-mail ID											
Registered Office Address (if different from Correspondence Address)											
City											
State											
Country											
PIN											
Telephone No.											
Fax No.											
E-mail ID											
Nationality						<input type="checkbox"/> Indian <input type="checkbox"/> Others (specify)					
I / We authorize you to receive automatic credits in my / our account without any instruction from me / us. [Automatic Credit] <input type="checkbox"/> Yes <input type="checkbox"/> No											
Account Statement Requirement						<input type="checkbox"/> Daily <input type="checkbox"/> Weekly <input type="checkbox"/> Fortnightly <input type="checkbox"/> Monthly					
Do you wish to receive dividend / interest directly in to your bank account given below through ECS ? <input type="checkbox"/> Yes <input type="checkbox"/> No											

### Bank Details (Dividend Bank Details)

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

- (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 and not more than 4 months old, (or)  
 (iii) Photocopy of the Passbook having name and address of the BO, (or)  
 (iv) Letter from the Bank.

• In case of options (ii), (iii), (iv) above, MICR code of the branch should be present/mentioned on the document and it should be self-certified by the BO.

**Other Holders – Second Holder's Details**

First Name											
Middle Name											
Last Name											
Father / Husband Name											
Title	<input type="checkbox"/> Mr. <input type="checkbox"/> Mrs. <input type="checkbox"/> Ms. <input type="checkbox"/> Other						Suffix				
Permanent Address											
City						State					
Country						Pin					
Telephone No.					Fax No.		Mobile No.				
PAN No. (Compulsory)*											
E-mail ID											
Date of Birth											
Nationality	<input type="checkbox"/> Indian			<input type="checkbox"/> Others (specify)							
Sex	<input type="checkbox"/> Male			<input type="checkbox"/> Female							
Occupation	Service		<input type="checkbox"/> Central Govt. <input type="checkbox"/> Statutory Body		<input type="checkbox"/> State Govt.		<input type="checkbox"/> Public/Private Sector		<input type="checkbox"/> NGO		
	<input type="checkbox"/> Professional		<input type="checkbox"/> Business		<input type="checkbox"/> Student		<input type="checkbox"/> Retired				
	<input type="checkbox"/> Housewife		<input type="checkbox"/> Others (Specify)								
Nature of business: (Products/services provided)											

**Other Holders – Third Holder's Details**

First Name											
Middle Name											
Last Name											
Father / Husband Name											
Title	<input type="checkbox"/> Mr. <input type="checkbox"/> Mrs. <input type="checkbox"/> Ms. <input type="checkbox"/> Other						Suffix				
Permanent Address											
City						State					
Country						Pin					
Telephone No.					Fax No.		Mobile No.				
PAN No. (Compulsory)*											
E-mail ID											
Date of Birth											
Nationality	<input type="checkbox"/> Indian			<input type="checkbox"/> Others (specify)							
Sex	<input type="checkbox"/> Male			<input type="checkbox"/> Female							
Occupation	Service		<input type="checkbox"/> Central Govt. <input type="checkbox"/> Statutory Body		<input type="checkbox"/> State Govt.		<input type="checkbox"/> Public/Private Sector		<input type="checkbox"/> NGO		
	<input type="checkbox"/> Professional		<input type="checkbox"/> Business		<input type="checkbox"/> Student		<input type="checkbox"/> Retired				
	<input type="checkbox"/> Housewife		<input type="checkbox"/> Others (Specify)								
Nature of business: (Products/services provided)											

**For OCBs**

Foreign Address											
City						State					
Country						PIN					
Telephone No.					Fax No						
E-mail ID											

Indian Address											
City				State							
Country				PIN							
Telephone No.				Fax No							
E-mail ID											
Currency											
RBI Reference No.				RBI Approval Date							

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

Name	* 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.
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<b>Additional Details</b>		
SMS Alert Facility	<input type="checkbox"/> Yes MOBILE NO. +91 _____ Refer to Terms & Conditions given as Annexure-2.4	<input type="checkbox"/> No
easi	<input type="checkbox"/> Yes. If yes, please contact your DP for details (Facility through CDSL's website: www.cdslindia.com wherein a BO can view his ISIN balances, transactions and value of the portfolio online.)	<input type="checkbox"/> No

I/We have read the DP-BO agreement (DP-CM agreement for BSE Clearing Member Accounts) including the schedules thereto and the terms & conditions and agree to abide by and be bound by the same and by the Bye Laws as are in force from time to time. I/We declare that the particulars given by me/us above are true and to the best of my/our knowledge as on the date of making this application. I/We further agree that any false/misleading information given by me/us or suppression of any material information will render my account liable for termination and suitable action.

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



## AGREEMENT BETWEEN A PARTICIPANT AND A PERSON SEEKING TO OPEN A BENEFICIAL OWNER'S ACCOUNT

This Agreement made and entered into at Mumbai this day of \_\_\_\_\_, between **INDIA ADVANTAGE SECURITIES LTD.** a body corporate registered under the Companies Act, 1956 having its Registered Office at Shop No: 19, Corner Point, Daman - Dabhel Road, Nani Daman - 396210 here in after called "**the Participant**" of the One Part; AND, \_\_\_\_\_ & \_\_\_\_\_ (description of the legal entity) having his/her/its office/ registered office/ address at \_\_\_\_\_

\_\_\_\_\_ hereinafter called "**the Beneficial Owner**" of the Other Part.

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

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

### General Clause

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

### Fees, Charges and deposits

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

### Statement of Account

- 3.1 The Participant shall furnish to the Beneficial Owner a statement of his/its account at the end of every month if there has been even a single entry or transaction during that month, and in any event once at the end of each quarter. The statement of accounts to be provided to the Beneficial Owner under this Agreement shall be in the form specified in Operating Instructions or as communicated by CDSL from time to time. The Participant shall furnish such statements at such shorter periods as may be required by the Beneficial Owner on payment of such charges by the Beneficial Owner as may be specified by the Participant.
- 3.2 It is agreed that if a Participant is providing the services of issuing the statement of accounts in an electronic mode and if the Beneficial Owner is desirous of availing such services from the Participant, then the Participant will furnish to the Beneficial Owner the statement of accounts under its digital signature, as governed under the Information Technology Act, 2000. Provided however that in the event of the Beneficial Owner requiring a physical copy of the statement of accounts, despite receiving the same in the electronic mode, then irrespective of having forwarded the same via electronic mode, the Participant shall be obliged to provide a physical copy thereof to the BO.
- 3.3 It is agreed and understood between the parties that if the Participant does not have the facility of providing the statement of account in the electronic mode, then the Participant shall be obliged to forward the statement of account only in physical form.

### Beneficial Owner shall intimate change of particulars

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

### Depository not liable for claims against Beneficial Owner

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

### Authorised Representative

6. Where the Beneficial Owner is a body corporate or a legal entity, it shall, simultaneously with the execution of the Agreement furnish to the Participant, a list of officials authorized by it, who shall represent and interact on its behalf with the Participant. Any change in such list including additions, deletions or alterations thereto shall be forthwith communicated to the Participant.

For **INDIA ADVANTAGE SECURITIES LTD.**

X \_\_\_\_\_ X \_\_\_\_\_ X \_\_\_\_\_ Director/Authorised Signatory  
First/Sole Holder Second Joint Holder Third Joint Holder

**Closure of Account**

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

**Stamp Duty**

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

**Force Majeure**

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

**Service of Notice**

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

**Arbitration**

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

**Jurisdiction**

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

**Governing Law**

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

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

SIGNED AND DELIVERED by the withinnamed the Participant ) For India Advantage Securities Ltd.

INDIA ADVANTAGE SECURITIES LTD. ) Director/Authorised Signatory

by the hand of its authorised )

representative Shri \_\_\_\_\_ )

in the presence of witness for DP )

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

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

SIGNED AND DELIVERED ) Name : \_\_\_\_\_ ) 1. X \_\_\_\_\_

by the withinnamed the ) Name : \_\_\_\_\_ ) 2. X \_\_\_\_\_

Beneficial Owner ) Name : \_\_\_\_\_ ) 3. X \_\_\_\_\_

in the presence of witness for BO )

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

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

**POWER OF ATTORNEY LETTER**

TO ALL TO WHOM THESE PRESENTS SHALL COME I/We

\_\_\_\_\_

\_\_\_\_\_ residing at \_\_\_\_\_

\_\_\_\_\_ India, Indian inhabitant SEND GREETINGS.

Whereas I/We hold a Beneficiary Account No. 12042000 with Central Depository Services (India) Limited, through **INDIA ADVANTAGE SECURITIES LTD.**, bearing DP-ID 12042000,

And Whereas I am / We are an investor engaged in buying and selling of securities through **INDIA ADVANTAGE SECURITIES LTD.**, a member of **BOMBAY STOCK EXCHANGE LIMITED**, bearing SEBI registration no. INB 011228039 & member of **National Stock Exchange of India Ltd.**, bearing SEBI registration no. INB231228033,

And Whereas due to exigency and paucity of time, I am / We are desirous of appointing an agent/attorney to operate the aforesaid beneficiary account on my / our behalf for a limited purpose in the manner hereinafter appearing:

NOW KNOW WE ALL AND THESE PRESENTS WITNESSTH THAT I / WE THE ABOVENAMED DO HEREBY NOMINATE, CONSTITUTE/ AND APPOINT **INDIA ADVANTAGE SECURITIES LTD.** as my / our true and lawful attorney (hereinafter referred to as the attorney) for me / us and on my / our behalf and in my / our name to do instruct the aforesaid Depository Participant to debit securities and/or to transfer securities from the aforesaid account for the purpose of delivering the same to the clearing house / clearing corporation of the recognized stock exchange toward any segment in respect of securities sold by me / us through them.

This authority is restricted to the pay-in obligations arising out of the transactions of sale effected by me / us through **INDIA ADVANTAGE SECURITIES LTD.** under client code[s]

\_\_\_\_\_ and I / We ratify the instructions given by the aforesaid Clearing Member to the Depository Participant named hereinabove in the manner specified herein.

I/We further agree and confirm that the powers and authorities conferred by this Power of Attorney shall be revocable by me/ us at any time without notice period.

SIGNED AND DELIVERED )  
By the withinnamed Beneficial Owner )

Name [1]. \_\_\_\_\_ ) X \_\_\_\_\_

Name [2]. \_\_\_\_\_ ) X \_\_\_\_\_

Name [3]. \_\_\_\_\_ ) X \_\_\_\_\_

IN THE PRESENCE OF WITNESS FOR BO )

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

Sign : \_\_\_\_\_ )

We accept  
For **INDIA ADVANTAGE SECURITIES LTD.**

DIRECTOR/AUTHORISED SIGNATORY  
Shop No: 19, Corner Point, Daman - Dabhel Road, Nani Daman - 396210.  
Place : MUMBAI.  
Date : \_\_\_\_\_

3. X

2. X

1. X





# India Advantage Securities Limited

Shop No: 19, Corner Point, Daman - Dabhel Road, Nani Daman - 396210  
E-mail : contact@indiaadvantage.co.in • www.indiaadvantage.co.in

## Annexure-2.4

### Terms And Conditions-cum-Registration / Modification Form for receiving SMS Alerts from CDSL

#### 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](mailto:complaints@cdslindia.com). The BO is advised not to inform the service provider about any such unauthorized debit to/ transfer of securities from his BO account by sending a SMS back to the service provider as there is no reverse communication between the service provider and the depository.**
7. The information sent as an alert on the mobile phone number shall be deemed to have been received by the BO and the depository shall not be under any obligation to confirm the authenticity of the person(s) receiving the alert.
8. The depository will make best efforts to provide the service. The BO cannot hold the depository liable for non-availability of the service in any manner whatsoever.
9. If the BO finds that the information such as mobile number etc., has been changed with out proper authorization, the BO should immediately inform the DP in writing.

**Fees:**

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

**Disclaimer:**

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

**Liability and Indemnity:**

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

**Amendments:**

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

**Governing Law and Jurisdiction:**

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

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

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

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

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

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

BOID 

1	2	0	4	2	0	0	0	0	0	0	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  
  
(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)

X

Signatures	_____ Sole / First Holder	_____ Second holder	_____ Third Holder
Place: _____			Date: _____



**\* TARIFF CARD \***

S.No.	Particulars	Tariff
1.	Account Opening Charges	NIL
2.	Kit Charges	Rs. 30/-
3.	Stamp Charges	Rs. 220/-
4.	Account Maintenance Charges / Year (Individual)	Rs. 290/-
5.	Account Maintenance Charges / Year (NI)	Rs. 1000/-
6.	Purchase (Market & Off-Market)	NIL
7.	Sale (Market & Off-Market)	(Rs.16-per ISIN)
8.	Custody Charge	NIL
9.	Dematirialisation	3/-per certificate with Min.Rs.25/-
10.	Postage per Demat Request	Rs. 25/- PER REQUEST
11.	Rematirialisation	Rs. 10/- PER REQUEST
12.	Postage Per Remat Request	Rs. 20/- PER REQUEST
13.	Creation / Confirmation of Pledge	0.02% (minimum Rs.25/- per ISIN)
14.	Closure / Confirmation of Pledge	0.02% (minimum Rs.25/- per ISIN)
15.	Invocation of Pledge	0.02% (minimum Rs.25/- per ISIN)
16.	Late Transaction Charges (Per Transaction)	Rs. 10/-
17.	Failed Instruction Charges	Rs.25/-
18.	Other than POA Pay in/Pay out the off market. Inter depository & on market charges	Rs. 50/- per ISIN instead of Rs. 16/-

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

Signature: <sup>X</sup> \_\_\_\_\_