

**CDSL**

**DEMAT ACCOUNT**

**CLIENT REGISTRATION APPLICATION FORM**

**(FOR INDIVIDUAL)**

**PHILLIPCAPITAL (INDIA) PVT. LTD.**Address: C-Block, 2<sup>nd</sup> floor, Modern Centre, K.K Marg, Jacob Circle, Mahalaxmi, Mumbai – 400011

## Central Depository Services (India) Limited - CDSL KYC FORM

**ADDITIONAL KYC FORM FOR OPENING A DEMAT ACCOUNT**

Application No	Date :
DP Internal Reference No.	
DP ID	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 -
Second Holder's Name		PAN -
Third Holder's Name PAN -		

Status	Sub status
<input type="checkbox"/> Individual	<input type="checkbox"/> Individual Resident <input type="checkbox"/> Individual-Director <input type="checkbox"/> Individual Director's Relative <input type="checkbox"/> Individual HUF / AOP <input type="checkbox"/> Individual Promoter <input type="checkbox"/> Minor <input type="checkbox"/> Individual Margin Trading A/C (MANTRA) <input type="checkbox"/> Others(specify) _____
<input type="checkbox"/> NRI	<input type="checkbox"/> NRI Repatriable <input type="checkbox"/> NRI Non-Repatriable <input type="checkbox"/> NRI Repatriable Promoter <input type="checkbox"/> NRI Non-Repatriable Promoter <input type="checkbox"/> NRI – Depository Receipts <input type="checkbox"/> Others (specify) _____
<input type="checkbox"/> Foreign National	<input type="checkbox"/> Foreign National <input type="checkbox"/> Foreign National - Depository Receipts <input type="checkbox"/> Qualified Foreign Investor <input type="checkbox"/> Others (specify) _____

**Details of Guardian (in case the account holder is minor)**

Guardian's Name		PAN -
Relationship with the applicant		

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
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
Do you wish to receive dividend / interest directly in to your 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

**BANK DETAILS (DIVIDEND BANK DETAILS)**

Bank Name / Full Branch address with city, state, country and pin code:	
Account Number	
Account Type:	<input type="checkbox"/> Saving <input type="checkbox"/> Current <input type="checkbox"/> Others-In case of NRI/NRE/NRO
Bank Code MICR Number (9 digit)	
IFSC code (11 character)	

- (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

<b>SMS Alert Facility</b> Refer to Terms & Conditions	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).	
Easi	To register for easi, please visit our website <a href="http://www.cdslindia.com">www.cdslindia.com</a> . Easi allows a BO to view his ISIN balances, transactions and value of the portfolio online	

**Nomination Details**

Nomination Registration No.		Dated	
-----------------------------	--	-------	--

I/We the sole holder / Joint holders / Guardian (in case of minor) hereby declare that:

- I/We **do not wish to nominate any one for this demat account.**
- I/We **nominate** the following person who is entitled to receive security balances lying in my/our account, particulars whereof are given below, in the event of my / our death.

Full Name of the Nominee :				photograph of nominee sign across photograph
Address :				
City:		Pin Code		
Country :		State		
Telephone No:		Fax no		
E-mail ID:				
Relationship with BO (If any) :				

As the nominee is a minor as on date, to receive the securities in this account on behalf of the nominee in the event of the death of the Sole holder / all Joint holders, I/We appoint following person to act as **Guardian**:

Full name of Guardian of Nominee:				Photograph of Guardian sign across photograph
Address :				
City:		Pin Code		
Country :		State		
Telephone No:		Fax no		
E-mail ID:				
Relationship of Guardian with Nominee :				

This nomination shall supersede any prior nomination made by me / us and also any testamentary document executed by me / us.

Note : Two witnesses shall attest signature(s) / thumb impression(s)

Details of the Witness		
	<b>First Witness</b>	<b>Second Witness</b>
Name of witness		
Address of witness		
Signature of witness		

I/We have read the terms & conditions DP-BO agreement 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 agree and undertake to intimate the DP any change(s) in the details / Particulars mentioned by me / us in this form. 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.

	Name	Signature
<b>First/Sole Holder or Guardian (in case of Minor)</b>		
<b>Second Holder</b>		
<b>Third Holder</b>		

(Signatures should be preferably in black ink ).

---

### Acknowledgement Receipt

**Application No.:**

**Date:**

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

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

**Depository Participant Seal and Signature**

## **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.



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

This Agreement made and entered into at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, between **PhillipCapital ( India) Pvt Ltd.** having its registered office at No.1, C-Block, 2<sup>nd</sup> floor, Modern Centre, 101, K.K Marg, Jacob Circle, Mahalaxmi, Mumbai - 400011, hereinafter called "the Participant" of the One Part; AND \_\_\_\_\_ having his/ 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.

### **Termination**

7. The parties may at any time terminate this agreement, provided that a notice of not less than thirty days is given in the manner and on the terms and conditions and procedure set out in the Bye Laws and the Operating Instructions. In the event of termination by either party, the Participant shall deal with the securities lying in the account of a Beneficial Owner in accordance with the instructions of such Beneficial Owner.

### **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 Phillipcapital (India) Pvt. Ltd.**

\_\_\_\_\_  
by the hand of its authorised )  
representative Shri \_\_\_\_\_

in the presence of \_\_\_\_\_ (Witness)

SIGNED AND DELIVERED }  
by the withinnamed the }  
Beneficial Owner }

\_\_\_\_\_ (Sole/First Holder)

\_\_\_\_\_ (Second Holder)

\_\_\_\_\_ (Third Holder)

in the presence of \_\_\_\_\_ (Witness)



## POWER OF ATTORNEY

THIS POWER OF ATTORNEY made at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_

TO ALL TO WHOM THESE PRESENTS SHALL COME,

I, \_\_\_\_\_, and \_\_\_\_\_ and \_\_\_\_\_ currently residing / having my office at \_\_\_\_\_

OR

We, \_\_\_\_\_, a partnership firm duly registered under the provisions of the Indian Partnership Act, 1932, and having our place of business at \_\_\_\_\_ through its partners for the time being

OR

We, \_\_\_\_\_, a company incorporated under the Companies Act, 1956, and having its registered office at \_\_\_\_\_

hereby grant this Power of Attorney in favour of \_\_\_\_\_ (hereinafter referred to as "POA holder" which expression shall mean and include its successors), a company incorporated under the Companies Act, 1956 and having its registered office at \_\_\_\_\_

### SEND GREETINGS:

#### WHEREAS:

1. I/We am/are the sole / joint and beneficial holder of the savings/ current/ other funds account(s), details whereof are set out in Schedule 1 hereto, (the aforesaid savings / current/ other funds account(s) is/ are hereinafter referred to as the "Specified Funds Account(s)". The banks/ entities with whom the Specified Funds Account(s) are held, as more particularly set out in Schedule 1 are hereinafter referred to as the "Specified Fund Entity (ies)".
2. I / We am / are the sole / joint holder of the demat account(s), details whereof are set out in Schedule 2 hereto, (the aforesaid demat account(s) is / are hereinafter referred to as the "Specified Depository Account(s)". The depository participants with whom the Specified Depository Account(s) are held, as more particularly set out in Schedule 2 are hereinafter referred to as the "Specified Depository Participant(s)".
3. I / We wish to become a client of, and participate on my / our own behalf, in the various services offered by POA holder
4. In order to participate in, and avail of, the various services of POA holder, I / We understand that I / We am / are required to enter into the documents referred to in Schedule 3 hereto (the "Related Documents"), with POA holder in the standard formats in which such documents are entered into by POA holder with its other clients from time to time.
5. I / We have read the terms and conditions of the Related Documents, and am / are desirous of permitting the Specified Funds Account(s) and the Specified Depository Account(s) to be designated as the Associated Funds Account(s) and the Associated Depository Accounts(s) respectively, as defined in, and for the purposes set out in one or more of the Related Documents.
6. As consideration for, and a pre-condition to, my / our availing of the various services and becoming a client of POA holder, and for that purpose and in order to facilitate the proper execution of all deals, trades, transactions and services of or on behalf of myself / ourselves contemplated under the various Related Documents (various services includes without limitation trades, deals and / or transactions for purchase, sale, investment, borrowing or lending in shares & securities, scrips, stocks, bonds, debentures, mutual fund units, units of collective investment scheme or any other security or financial instrument, commodities, power, derivatives (including but not limited to forwards, futures, swaps, options), purchase, sale, investment, subscription of Public Provident Fund, National Savings Scheme and other savings schemes of Government of India or other undertakings, Fixed Deposits, Life Insurance, General Insurance or order for purchase, sale, borrowing or lending of or application for any offer or public issue of shares & securities and to sell securities in my / our behalf in any buy back or open offers made by the issuers of such securities or to make applications in my / our name and on my / our name and on my / our behalf for availing of credit facilities from banks and finance companies, margin trading facility, or for making investments and to give effect to all the terms of the Related Documents) I / We am / are desirous of appointing POA holder and do hereby nominate, constitute and appoint POA holder as my true and lawful attorney and confer upon POA holder all the rights and powers hereinafter stated.

**NOW KNOW YE ALL BY THESE PRESENTS WITNESSETH** that I/We do hereby nominate, constitute and appoint POA holder (acting through its employees, directors and agents) as my / our true and lawful attorney to do, execute and perform or cause to be done, executed and performed the following acts, deeds, matters and things or any of them for and on my / our behalf namely:

1. To operate the Specified Funds Account(s) and to view transactions entered and monies available in, to block (in part or in full) monies in, transfer (in part or in full) monies from, deposit monies into, create lien on any monies and/or give instructions to the Specified Fund Entity (ies) in respect of the Specified Funds Account(s) on my/our behalf in order to effectually complete and give effect to every and any trade, deal and transaction made or ordered by me/us, and to meet obligations between myself/ourselves and POA holder under the terms of the Related Documents.
2. To operate the Specified Depository Account(s), to view transactions entered and securities available in, block securities (in part or in full) in, transfer securities (in part or in full) from, deposit securities into, create pledge on any securities and/or give instructions to the Specified Depository Participant(s) in respect of the Specified Depository Account(s) on my/our behalf in order to effectually complete and give effect to every and any trade, deal and transaction made or ordered by me/us, and to meet the obligations between myself/ourselves and POA holder under the terms of the Related Documents.
3. To sign and execute on my/our behalf all documents and other instructions in relation to the Specified Funds Account(s) and the Specified Depository Account(s), as well as give instructions to the Specified Fund Entity(ies), Specified Depository Participant(s) in relation to the Specified Funds Account(s) and the Specified Depository Account(s) respectively.
4. To appoint or remove any agent(s) or substitute any of them with all the powers herein contained in order to enable such agent(s) to exercise all or any of the powers given by me/us to POA holder herein under.
5. To make, sign and submit applications for such credit facilities / investment products including but not limited to IPO's, subscription / redemption of mutual fund units etc. as may be instructed to be applied for by me / us in terms of the Related Documents and to do all things necessary for and incidental to availing / repayment of such credit facilities / investment products by me / us including but not limited to pledging of scrips, stocks, securities, commodities, bonds, debentures, mutual fund units, shares received in IPO's, units of any collective investment scheme or any other security or financial instrument on behalf of me / us through POA holder and/or its affiliates/group companies.
6. To utilize the funds lying to the credit of my / our trading account(s) in NSE / BSE / MCX-SX / MCX / NCDEX, NSEL or in any other Exchange for payment, in connection with availing such credit facilities / investment products by me / us including but not limited to pledging of scrips, stocks, securities, commodities, bonds, debentures, mutual fund units, shares received in IPO's, units of any collective scheme or any other security or financial instrument through POA holder and/or its affiliates/group companies.
7. To generally do and perform all acts, deeds and things as may be necessary for or incidental to provision of aforementioned services and facilities to me / us including giving intimations, confirmation, undertaking etc. on my / our behalf to effectually complete any and all terms of the Related Documents.
8. To send consolidated summary of scrip-wise buy and sell positions taken with average rates to me / us by way of SMS / email on a daily basis.
9. To transfer my / our securities for my / our margin / delivery obligations arising out of trades executed by me / us.
10. To consider and/or treat the securities lying in my/our Specified Depository account for the purpose of margin.
11. To pledge my / our securities for meeting margin requirements in connection with the trades executed by me / us.
12. To apply for various products like Mutual Funds, Public issues (shares as well as debentures), rights, offer of shares, tendering shares in open offers etc. on my / our instructions.
13. To transfer funds from my / our bank account(s) for meeting the settlement obligations / margin requirements in connection with the trades executed by me / us.
14. To transfer funds from my / our bank account(s) for recovering any outstanding amount due from me / us arising out of my / our trading activities.

15. To transfer funds from my / our bank account(s) for meeting obligations arising out of me / us subscribing to such other products / facilities / services through POA holder like Mutual Funds, Public Issues (shares as well as debentures), rights, offer of shares in etc.
16. To transfer funds from my / our bank account(s) towards monies / fees / charges etc. due to POA holder as broker / Depository / Principal payable by virtue of me / us using / subscribing to any of the facilities / services availed by me / us on my / our instance.
17. To return me/us the securities or fund that may have been received erroneously or those securities or fund which POA holder was not entitled to receive.
18. To fulfill my / our unsettled obligations/payments for transactions executed on my/our behalf or any other obligation(s) during the validity of this Power of Attorney. I / We further agree and understand that POA holder will not be held liable for losses, if any, for all acts, deeds, actions undertaken to fulfill my / our obligations / payments for transactions executed on my behalf.
19. To do or omit to do all such acts and things as POA holder may in its discretion consider to be necessary or desirable in order to exercise its powers hereunder or to comply with any laws, regulations or directions of any government or regulatory authorities.
20. To retain all originals of documents executed by me / us.
21. To operate and to give delivery / receipt instructions, borrowing and lending instructions, pledge creation instructions, pledge closure instructions and to do all such other things that may be necessary in the course of business relating to operation of existing depository account as per schedule 2 with POA holder Depository Participant with National Securities Depository Limited /Central Depository Services (India) Ltd. or towards the obligation(s) for transactions done on NSE, BSE, MCX, NCDEX, NSEL and any other exchange in India.
22. I / We hereby understand and agree to intimate any change to be made to this Power of Attorney in writing duly signed by me / us to "Head – Operations" at your registered head office address and the same should be duly acknowledged by "Head – Operations". Such changes shall be made by POA holder and intimated back to me / us by "Head – Operations" in writing. The date of such intimation shall be the date from which such changes will come into effect.
23. I/We hereby agree at all times to approve, approbate, ratify, confirm and indemnify and keep indemnified POA holder for all and whatever POA holder and/ or any of its employees, directors or agents shall lawfully do or cause to be done by virtue of these presents.

**SCHEDULE 1**

**Details of Specified Funds Account(s) maintained with Specified Funds Entity (ies)**

	<b>Name of Account Holders</b>
1. Account No : _____	1. _____
2. Account Type : _____	2. _____
3. Maintained with _____	3. _____
Branch of _____ bank	

**SCHEDULE 2**

**Details of Specified Depository Account(s) maintained with Specified Depository Participant(s)**

1. \_\_\_\_\_
2. \_\_\_\_\_

**SCHEDULE 3**

**List of the "Related Documents"**

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_

5. Such other documents that I/We and \_\_\_\_\_ may from time to time enter into hereafter in relation to the provision of the services by \_\_\_\_\_ to the me/us.

**SCHEDULE 4**

**Pool A/c nos. of :** NSE:10000306 (NSDL)/1203790000000015 (CDSL)    BSE:10000410 (NSDL)/1203790000000034 / 1203790000000049 (CDSL)

**Beneficiary Account no - 10000403**

**Client Bank A/c nos. of :** ICICI Bank 000405004621 (CASH), 623505376585 (F&O) / Standard Chartered Bank 22105006188 (CASH), 22105004320 (F&O)

IN WITNESS WHERE OF, I/We the said \_\_\_\_\_  
 \_\_\_\_\_ have hereunto set and subscribed my hand(s) to this writing this  
 \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

Signed and Delivered By

○

Signature of First Applicant

S

○

Signature of 2nd Holder

S

○

Signature of 3rd Holder

in the presence of

Before me,

NOTARY PUBLIC

I hereby acknowledge that I have received a copy of the Power of Attorney.

Sign \_\_\_\_\_

We accept: For \_\_\_\_\_.

Authorised Signatory

PhillipCapital (India) Pvt. Ltd.

N0. 1, 2nd Floor, C Block, Modern Centre  
101, K. K. Marg, Jacob Circle, Mahalaxmi  
Mumbai - 400 011  
Tel.:91-22-23002999 Fax: 91-22-23002909  
Email: doperations@phillipcapital.in



SMART DP TARIFF FOR INVESTOR

A/c Opening	Nil
Account Maintenance payable p.a. upfront	400
Documentation Charges	200
Upfront DP Transaction Charges	
Total Upfront Payment	600
Market Purchase	Nil
Market Sale	0.02% (Min Rs 12/-) +CDSL Charges
Off-Market Purchase	Nil
Off-Market Sale	0.04% (Min Rs 20/-) +CDSL Charges
Custody	NIL
Demat Charges	Rs.50 per cert
Postage	Rs. 150
Remat	Rs. 10 + CDSL charges
Pledge creation	0.01%(Min Rs.50/-)+CDSLCharges
Pledge Confirmation	RS 25/-
Pledge Closure	RS 50/-
Confirmation of Pledge closure	RS 25/-
Pledge invocation	RS 25/-
Extra Statement Charge	NIL
Inter-Depository Receipt	NIL
Inter-Depository Delivery	0.04%(Min Rs.20/-)+CDSL charges
Late Processing charges	NIL

Notes

1. Stamp Papers used if any will be charged extra at actuals.
2. For Corporate A/C cdsl will charge Rs. 500/- AMC
3. Clients will be sent transaction statements every month provided there is a transaction.
4. Stamp Papers used if any will be charged extra at actuals.
5. Late/Same day Instructions are accepted at client's risk.
6. Cheque bouncing charge at Rs 60 per instance shall be levied
7. Rs.15/- will be charged on all failed and rejected transactions.
8. Rs.15/- will be charged on all failed and rejected pledge transactions.
9. Service Tax as applicable would be levied
10. CDSL Charges Rs 5.50 per debit transaction
11. CDSL charges Rs.12/- on pledge creation/closure and Invocation.
12. The scheme once selected will be valid for a period of one year and will be automatically renewed at the end of the year unless a written communication in the prescribed format is received.
13. The charges are subject to revision by PhillipCapital and CDSL.
14. I/We agree to pay the charges as set out herein above subject to any change therein from time to time and specifically authorize you to debit all types of dues / charges as set out herein above to my / our Trading account ledger no. \_\_\_\_\_ having with you in the \_\_\_\_\_ Segment of NSE and / or BSE

I/We accept the above Scheme No.

⑤ \_\_\_\_\_  
Signature 1<sup>st</sup> Holder

⑤ \_\_\_\_\_  
Signature 2<sup>nd</sup> Holder

⑤ \_\_\_\_\_  
Signature 3<sup>rd</sup> Holder

**NSDL**

**DEMAT ACCOUNT**

**CLIENT REGISTRATION APPLICATION FORM**

**(FOR INDIVIDUAL)**

National Securities Depository Limited - NSDL  
**DP NAME : PHILLIPCAPITAL (INDIA) PVT. LTD.**  
**Address: C-Block, 2<sup>nd</sup> floor, Modern Centre, K.K Marg, Jacob Circle, Mahalaxmi, Mumbai – 400011**  
**ADDITIONAL KYC FORM FOR OPENING A DEMAT ACCOUNT**

Application No	Date :
DP Internal Reference No.	
DP ID –NSDL-	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 -
Second Holder's Name		PAN -
Third Holder's Name		PAN -

For HUF, Association of Persons (AOP), Partnership Firm, Unregistered Trust, etc. although the account is opened in the name of the natural persons, the name and PAN of the HUF, Association of Persons (AOP), Partnership firm, Unregistered Trust, etc, should be mentioned above.

Name: \_\_\_\_\_ PAN: \_\_\_\_\_

**Type of Account (Please tick whichever is applicable)**

<b>Status</b>	<input type="checkbox"/> Ordinary Resident <input type="checkbox"/> NRI- Repatriable <input type="checkbox"/> Qualified Foreign Investor <input type="checkbox"/> Foreign National <input type="checkbox"/> Promoter <input type="checkbox"/> Margin <input type="checkbox"/> Others(specify) _____
Incase of NRIs/Foreign National	RBI Approval reference no. RBI Approval date.

**BANK DETAILS**

Bank Name	
Full Branch address with city, state, country and pin code	
Account no.	
Account Type: Saving/Current/ Others-In case of NRI/NRE/NRO	
MICR Number (9 digit)	
IFSC code (11 character)	

**STANDING INSTRUCTIONS**

1 I/We authorize you to receive credits automatically into my/our account	<input type="checkbox"/> Yes <input type="checkbox"/> No
2 Account to be operated through Power of Attorney	<input type="checkbox"/> Yes <input type="checkbox"/> No

**SMS Alert Facility** [(Mandatory , if you are giving Power of Attorney ( POA)]  
Ensure that the mobile number is provided in the KYC application form.

Sole/First Holder	<input type="checkbox"/> Yes <input type="checkbox"/> No
Second Holder	<input type="checkbox"/> Yes <input type="checkbox"/> No
Third Holder	<input type="checkbox"/> Yes <input type="checkbox"/> No

**Details of Guardian (in case the sole holder is minor)**

Guardian's Name		PAN -
Relationship of guardian with minor		

**Nomination Option** I/We wish to make a nomination **(As per details given below)**. I/We do not wish to make a nomination **(Strike off the nomination details below)****Nomination details :** \_\_\_\_\_

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

1. Name of the Nominee :		photograph of nominee sign across photograph
2. Relationship with Applicant		
3. Address of the Nominee		
City:	Pin Code	
Country :	State	
4. Telephone No:	Mobile No:	Fax no.
E-mail ID:		
5. Signature of the Nominee:		

<b>To be filled-up (Sr. nos 6-11) only if nominee is a minor</b>		photograph of Guardian (for minor nominee) sign across photograph
6. Date of Birth (incase of minor nomiee)		
7. Name of Guardian (Mr/Ms. in case of minor nomiee)		
8. Address of Guardian		
City:	Pin Code	
Country :	State	
Telephone No:	Fax no	
E-mail ID:		
10. Relationship of Guardian with Nominee :		
11. Signature of Guardian:		

Note : Signature of two witnesses for nomination

Details of the Witness		
	<b>First Witness</b>	<b>Second Witness</b>
Name of witness		
Address of witness		
Signature of witness with date		

## DECLARATION

The rules and regulations of the Depository and Depository Participants pertaining to an account which are in force now have been read by me/us and I/we have understood the same and I/we agree to abide by and be bound by the rules as are in force from time to time for such accounts. I / We hereby declare that the details furnished above are true and correct to the best of my/our knowledge and belief and I/we undertake to inform you of any changes therein, immediately. In case of any of the above information is found to be false or untrue or misleading or misrepresenting, I am/we are aware that I/we may be held liable for it. In case non resident account, I/we also declare that I/we have complied and will continue to comply with FEMA regulations.

	<b>First / Sole Holder or Guardian (in case of sole holder is Minor)</b>	<b>Second Holder</b>	<b>ThirdHolder</b>
Name			
Signatures			

**Notes:**

1. All communication shall be sent at the address of the Sole/First holder only.
2. Thumb impressions and signatures other than English or Hindi or any of the other language not contained in the 8th Schedule of the Constitution of India must be attested by a Magistrate or a Notary Public or a Special Executive Magistrate
3. Instructions related to nomination, are as below
  - i. The nomination can be made only by individuals holding beneficiary owner accounts on their own behalf singly or jointly. Non- individuals including society, trust, body corporate, partnership firm, karta of Hindu Undivided Family, holder of power of attorney cannot nominate. If the account is held jointly all joint holders will sign the nomination form .
  - ii. A minor can be nominated. In that event, the name and address of the Guardian of the minor nominee shall be provided by the beneficial owner.
  - iii. The Nominee shall not be a trust, society, body corporate, partnership firm, karta of Hindu Undivided Family or a power of Attorney holder. A non-resident Indian can be a Nominee, subject to the exchange controls in force, from time to time.
  - iv. Nomination in respect of the beneficiary owner account stands rescinded upon closure of the beneficiary owner account. Similarly, the nomination in respect of the securities shall stand terminated upon transfer of the securities
  - v. Transfer of securities in favour of a Nominee shall be valid discharge by the depository and the Participant against the legal heir
  - vi. The cancellation of nomination can be made by individuals only holding beneficiary owner accounts on their own behalf singly or jointly by the same persons who made the original nomination. Non- individuals including society, trust, body corporate, partnership firm, karta of Hindu Undivided Family, holder of power of attorney cannot cancel the nomination. If the beneficiary owner account is held jointly, all joint holders will sign the cancellation form .
  - vii. On cancellation of the nomination, the nomination shall stand rescinded and the depository shall not be under any obligation to transfer the securities in favour of the Nominee.
4. Strike off whichever is not applicable

---

### Acknowledgement

Participant Name, Address & DP ID

Received the application from Mr/Ms \_\_\_\_\_ as the sole/first holder along with \_\_\_\_\_ and \_\_\_\_\_ as the second and third holders respectively for opening of a depository account. Please quote the DP ID & Client ID allotted to you in all your future correspondence.

**Date:**

**Participant Stamp & Signature**

## Terms and Conditions – cum- Registration/ Modification form for receiving SMS Alerts from NSDL

### **1.1 Definition**

In these Terms and Conditions, the following terms shall have the following meanings:

“Alerts” or “Facility” means the customized messages with respect to specific events/transactions relating to an Investor’s Account sent as Short Messaging Service (“SMS”) over mobile phone to the Investor;

“Investor” means the person who holds an Account;

“Account” means the demat account of the Investor with NSDL maintained through its Depository Participant;

“ISIN” means an International Securities Identification Number assigned to a security;

“CSP” means the cellular service provider through whom the Investor or NSDL receives the mobile services.

### **1.2 Availability**

1.2.1 NSDL at its sole discretion may discontinue the Facility at any time by providing a prior intimation through its website or any other medium of communication. NSDL may at its discretion extend the Facility to investors who register mobile phones originating outside India.

1.2.2 The Alerts would be generated by NSDL and will be sent to the investors on the mobile number provided by the investor and the delivery of the Alert would be entirely based on the service availability of the service provider and connectivity with other cellular circles of the CSPs or in circles forming part of the roaming GSM network agreement between such CSPs. The Alerts are dependent on various factors including connectivity and, therefore, NSDL cannot assure final and timely delivery of the Alerts.

1.2.3 The investor will be responsible for the security and confidentiality of his/her Mobile Phone and mobile phone number to be used for this Facility.

### **1.3 Process**

1.3.1 This Facility provides Alerts to investors over mobile phones for the debits (transfers) that have taken place in their accounts, a day after the debit (transfer). These Alerts will be sent to those investors who have requested such a Facility and have provided their mobile numbers to their Depository Participants. Alerts will be sent if the debits (transfers) are up to five ISINs in a day. Investors who have provided their mobile numbers to Depository Participants but do not wish to avail of this Facility may do so by informing their Depository Participants accordingly.

1.3.2 The investor is duty bound to acquaint himself/herself with the detailed process for using the Facility and interpreting the Alerts for which NSDL is not responsible for any error/omissions by the investor.

1.3.3 The investor acknowledges that the Alerts will be implemented in a phased manner and NSDL may at a later stage; as and when feasible, add more Alerts. NSDL may, at its discretion, from time to time change the features of any Alert. The investor will be solely responsible for keeping himself/herself updated of the available Alerts, which shall, on best-effort basis, be notified by NSDL through its website or any other medium of communication.

### **1.4 Receiving Alerts**

1.4.1 The investor is solely responsible for intimating in writing to his/her Depository Participant any change in his/her mobile phone number and NSDL will not be liable for sending Alerts or other information over his/her mobile phone number recorded with NSDL.

1.4.2 The investor acknowledges that to receive Alerts, his/her mobile phone must be in an ‘on’ mode. If his/her mobile is kept ‘off’ for a specified period from the time of delivery of an Alert message by NSDL, that particular message may not be received by the investor.

1.4.3 The investor acknowledges that the Facility is dependent on the infrastructure, connectivity and services provided by the CSPs within India. The investor accepts that timeliness, accuracy and readability of Alerts sent by NSDL will depend on factors affecting the CSPs and other service providers. NSDL shall not be liable for non-delivery or delayed delivery of Alerts, error, loss or distortion in transmission of Alerts to the investor.

1.4.4 NSDL will endeavor to provide the Facility on a best effort basis and the investor shall not hold NSDL responsible/liable for non-availability of the Facility or non performance by any CSPs or other service providers or any loss or



damage caused to the investor as a result of use of the Facility (including relying on the Alerts for his/her investment or business or any other purposes) for causes which are attributable to /and are beyond the control of NSDL. NSDL shall not be held liable in any manner to the investor in connection with the use of the Facility.

1.4.5 The investor accepts that each Alert may contain certain account information relating to the investor. The investor authorizes NSDL to send any other account related information, though not specifically requested, if NSDL deems that the same is relevant.

**1.5 Withdrawal or Termination**

1.5.1 NSDL may, in its discretion, withdraw temporarily or terminate the Facility, either wholly or in part, at any time. NSDL may suspend temporarily the Facility at any time during which any maintenance work or repair is required to be carried out or incase of any emergency or for security reasons, which require the temporary suspension of the Facility.

1.5.2 Notwithstanding the terms laid down in clause 1.5.1 above, either the investor or NSDL may, for any reason whatsoever, terminate this Facility at any time. In case the investor wishes to terminate this Facility, he/she will have to intimate his/her Depository Participant accordingly.

**1.6 Fees**

1.6.1 At present, NSDL is levying no charge for this Facility on the Depository Participants. The investor shall be liable for payment of airtime or other charges, which may be levied by the CSPs in connection with the receiving of the Alerts, as per the terms and conditions between the CSPs and investors, and NSDL is in no way concerned with the same.

**1.7 Disclaimer**

1.7.1 This Facility is only an Alert mechanism for the investors and is not in lieu of the Transaction Statements required to be provided by the Depository Participant to its clients.

1.7.2 NSDL shall not be concerned with any dispute that may arise between the investor and his/her CSP and makes no representation or gives no warranty with respect to the quality of the service provided by the CSP or guarantee for timely delivery or accuracy of the contents of each Alert.

1.7.3 The investor shall verify the transactions and the balances in his/her account from his/her Depository Participant and not rely solely on Alerts for any purpose.

1.7.4 NSDL will not be liable for any delay or inability of NSDL to send the Alert or for loss of any information in the Alerts in transmission.

**1.8 Liability**

1.8.1 NSDL shall not be liable for any losses, claims and damages arising from negligence, fraud, collusion or violation of the terms herein on the part of the investor and/ or a third party.

Client id : \_\_\_\_\_.

Sole/ First Holder Name and Signtaure : \_\_\_\_\_

Second Holder Name and Signtaure : \_\_\_\_\_

Third Holder Name and Signtaure : \_\_\_\_\_

# AGREEMENT BETWEEN THE DEPOSITORY PARTICIPANT AND THE CM / BENEFICIAL OWNER SEEKING TO OPEN AN ACCOUNT WITH THE DEPOSITORY PARTICIPANT

This agreement made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ between \_\_\_\_\_ situated at \_\_\_\_\_ (hereinafter called "the Client") and PhillipCapital (India) Private Limited situated at No.1, 2<sup>nd</sup> Floor, 'C' Block, Modern Centre, 101, k.k.Marg, Jacob Circle, Mahalaxmi, Mumbai – 400011. (hereinafter called "the Depository Participant").



Witnesseth

**WHEREAS** the Client has furnished to the Depository Participant the duly filled in application form requesting therein to open an account with the Depository Participant.

**NOW THEREFORE** in consideration of the Depository Participant having agreed to open an account for the Client, both the parties to the agreement hereby covenant and agree as follows:

1. The Client shall pay such charges to the Depository Participant for the purpose of opening and maintaining his account, for carrying out the instructions of the Client and for rendering such other services as may be agreed to from time to time between the Depository Participant and the Client as set out in Schedule A. The Depository Participant shall reserve the right to revise the charges by giving not less than thirty days notice in writing to the Client.
2. The Client shall have the right to get the securities which have been admitted on the Depository dematerialised in the form and manner laid down under the Bye Laws and Business Rules. The Depository Participant further undertakes that it shall not create or permit to subsist any mortgage, charge or other encumbrance over all or any of such securities submitted for dematerialisation except on the instructions of the Client.
3. The Depository Participant hereby undertakes that it shall maintain a separate account of its own securities held in dematerialised form with the Depository and shall not commingle the same with the securities held in dematerialised form on behalf of the Client.
4. The Depository Participant undertakes that a transfer to and from the accounts of the Client shall be made only on the basis of an order, instruction, direction or mandate duly authorised by the Client and that the Depository Participant shall maintain adequate audit trail of such authorization.
5. The Depository Participant agrees that the Client may give standing instructions with regard to the crediting of securities in his account and the Depository Participant shall act according to such instructions.
6. The Depository Participant undertakes to provide a transaction statement including statement of accounts, if any, to the Client at monthly intervals unless the Depository Participant and the Client have agreed for provision of such statements at shorter intervals. However, if there is no transaction in the account, then the Depository Participant shall provide such statement to the Client atleast once a quarter.
7. The Depository Participant shall have the right to terminate this agreement, for any reasons whatsoever, provided the Depository Participant has given a notice in writing of not less than thirty days to the Client as well as to the Depository. Similarly, the Client shall have the right to terminate this agreement and close his account held with the Depository Participant, provided no charges are payable by him to the Depository Participant. In such an event, the Client shall specify whether the balances in its account should be transferred to another account of the Client held with another Depository Participant or to rematerialise the security balances held. Based on the instructions of the Client, the Depository Participant shall initiate the procedure for transferring such security balances or rematerialise such security balances within a period of thirty days, as per the procedure laid down in the Bye Laws and Business Rules. Provided further, termination of this agreement shall not affect the rights, liabilities and obligations of either party and shall continue to bind the parties to their satisfactory completion
8. On the failure of the Client to pay the charges as laid out in clause (1) of this agreement within a period of thirty days from the date of demand Depository Participant shall terminate this agreement and close the account of the Client by requiring it to specify whether the balances in its account be transferred to the account of the Client held with another Participant or be rematerialised in the manner specified in the Bye laws and Business rules.
9. The Client further agrees that in the event of the Client committing a default in the payment of any of the amounts provided in clause (1) within a period of thirty days from the date of demand, without prejudice to the right of the Depository Participant to close the account of the Client, the Depository Participant may charge interest @ not more than 24% p.a. or such other rate as may be specified by the Executive Committee from time to time for the period of such default. In case the Client has failed to make the payment of any of the amounts as provided in clause (1) of this agreement, the Depository Participant shall have the right to discontinue the Depository services till such time he makes the payment along with interest, if any, after giving two days notice to the Client.
10. The Depository Participant shall have a right to provide such information related to the Client's account as may be requested by the National Securities Depository Limited from time to time.
11. The Client shall have the right to create a pledge of the securities held in the dematerialised form with the Depository Participant only in accordance with the procedure and subject to the restrictions laid down under the Bye Laws and Business Rules.
12. The Depository shall not be liable to the Client in any manner towards losses, liabilities and expenses arising from the claims of third parties and from taxes and other governmental charges in respect of securities credited to the Clients account.
13. The Client may exercise the right to freeze his account maintained with the Depository Participant so as to lock the securities held with the Depository Participant in accordance with the procedures prescribed in the byelaws and business rules.
14. The Client may exercise the right to defreeze his account maintained with the Depository Participant in accordance with the procedure and subject to the restrictions laid down under the Bye Laws and Business Rules.
15. The Client shall notify the Depository Participant within, within seven days, of any change in the details set out in the application form submitted to the Depository Participant at the time of opening the account or furnished to the Depository Participant from time to time.
16. The Depository Participant undertakes to resolve all legitimate grievances of the Client against the Depository Participant within a period of thirty days.
17. The Depository Participant and the Client shall abide by the arbitration and conciliation procedure prescribed under the Bye-laws of National Securities Depository Limited and that such procedure shall be applicable to any disputes between the Depository Participant and the Client.
18. The Depository Participant and the Client further agree that all claims, differences and disputes, arising out of or in relation to dealings on the Depository including any transactions made subject to the Bye-Laws or Business Rules of the Depository or with reference to anything incidental thereto or in pursuance thereof or relating to their validity, construction, interpretation, fulfillment or the rights, obligations and liabilities of the parties thereto and including any question of whether such dealings, transactions have been entered into or not, shall be subject to the exclusive jurisdiction of the courts at Mumbai only.

IN WITNESS WHEREOF the Client and the Depository Participant has caused these presents to be executed as of the day and year first above written.

Signed and delivered by

\_\_\_\_\_  
(S) SOLE / FIRST HOLDER\*

\_\_\_\_\_  
(S) SECOND HOLDER \*

\_\_\_\_\_  
(S) THIRD HOLDER\*

\_\_\_\_\_  
(For and on behalf of the Client)

\_\_\_\_\_  
Witness (Name)  
Address:

\_\_\_\_\_  
Signed and delivered by

\_\_\_\_\_  
(For and on behalf of the Depository Participant) PhillipCapital (India) Pvt Ltd. (Authorised Signator

\_\_\_\_\_  
Witness (Name)  
Address:

**TERMS AND CONDITIONS BETWEEN THE PARTICIPANT AND THE CLIENT FOR PROVIDING THE TRANSACTION STATEMENT THROUGH INTERNET**

These terms and conditions made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ between \_\_\_\_\_ situated at \_\_\_\_\_ (hereinafter called "the Client") and **PhillipCapital (India) Pvt. Ltd** situated at **No-1,2nd Floor ,C Block, Modern Centre, 101,K.K.Marg, Mahalaxmi, Mumbai -400011**(hereinafter called "the Participant").

**WHEREAS** the Client has permitted the Participant to provide the transaction statement through internet (web-based and/or email).

**NOW THEREFORE** in consideration of the Participant having agreed to provide the transaction statement through internet (web-based and or email), both the parties to the terms and conditions hereby covenant and agree as follows:

- i) The Participant shall install adequate systems to restrict the access of the transaction statement only to the Client.
- ii) The Client shall take all the necessary steps to ensure confidentiality and secrecy of the login name and password.
- iii) The Client is aware that the transaction statement may be accessed by other entities in case the confidentiality / secrecy of the login name and password is compromised.
- iv) In case the Client opts for transaction statement through email, it shall immediately inform the Participant about change in email address, if any. The Participant shall verify and confirm with the Client about the change. Further, the Participant shall confirm with the Client about validity of the email address at least once in a year.
- v) The Client agrees not to receive Transaction Statement in paper form from the Participant. Provided however that, in case when the Participant is not able to provide Transaction Statement to its Clients through internet (web-based / email) due to any unforeseen problems, the Participant should ensure that the Transaction Statement reaches to the Client in physical form as per the time schedule stipulated in the Bye Laws & Business Rules of NSDL.
- vi) The Participant and the Client shall have the right to terminate this terms and conditions after giving a notice of atleast 10 days to the other party.
- vii) The above terms and conditions are in addition to and not in contravention of the terms and conditions forming a part of the "AGREEMENT BETWEEN THE PARTICIPANT AND THE PERSON SEEKING TO OPEN AN ACCOUNT WITH THE PARTICIPANT" signed by the Client at the time of opening the account with the Depository.

Signed and delivered by

Ⓢ \_\_\_\_\_

**Sole / First Holder**

Ⓢ \_\_\_\_\_

**Second Holder**

Ⓢ \_\_\_\_\_

**Third Holder**

Signed and delivered by

\_\_\_\_\_  
(Signature of Witness)

\_\_\_\_\_  
(For and on behalf of the Participant)

\_\_\_\_\_  
(Signature of Witness)

**Client Id:** \_\_\_\_\_

## POWER OF ATTORNEY

THIS POWER OF ATTORNEY made at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_

TO ALL TO WHOM THESE PRESENTS SHALL COME,

I, \_\_\_\_\_, and \_\_\_\_\_ and \_\_\_\_\_ currently residing / having my office at \_\_\_\_\_

OR

We, \_\_\_\_\_, a partnership firm duly registered under the provisions of the Indian Partnership Act, 1932, and having our place of business at \_\_\_\_\_ through its partners for the time being

OR

We, \_\_\_\_\_, a company incorporated under the Companies Act, 1956, and having its registered office at \_\_\_\_\_

hereby grant this Power of Attorney in favour of \_\_\_\_\_ (hereinafter referred to as "POA holder" which expression shall mean and include its successors), a company incorporated under the Companies Act, 1956 and having its registered office at \_\_\_\_\_

### SEND GREETINGS:

#### WHEREAS:

1. I/We am/are the sole / joint and beneficial holder of the savings/ current/ other funds account(s), details whereof are set out in Schedule 1 hereto, (the aforesaid savings / current/ other funds account(s) is/ are hereinafter referred to as the "Specified Funds Account(s)". The banks/ entities with whom the Specified Funds Account(s) are held, as more particularly set out in Schedule 1 are hereinafter referred to as the "Specified Fund Entity (ies)".
2. I / We am / are the sole / joint holder of the demat account(s), details whereof are set out in Schedule 2 hereto, (the aforesaid demat account(s) is / are hereinafter referred to as the "Specified Depository Account(s)". The depository participants with whom the Specified Depository Account(s) are held, as more particularly set out in Schedule 2 are hereinafter referred to as the "Specified Depository Participant(s)".
3. I / We wish to become a client of, and participate on my / our own behalf, in the various services offered by POA holder
4. In order to participate in, and avail of, the various services of POA holder, I / We understand that I / We am / are required to enter into the documents referred to in Schedule 3 hereto (the "Related Documents"), with POA holder in the standard formats in which such documents are entered into by POA holder with its other clients from time to time.
5. I / We have read the terms and conditions of the Related Documents, and am / are desirous of permitting the Specified Funds Account(s) and the Specified Depository Account(s) to be designated as the Associated Funds Account(s) and the Associated Depository Accounts(s) respectively, as defined in, and for the purposes set out in one or more of the Related Documents.
6. As consideration for, and a pre-condition to, my / our availing of the various services and becoming a client of POA holder, and for that purpose and in order to facilitate the proper execution of all deals, trades, transactions and services of or on behalf of myself / ourselves contemplated under the various Related Documents (various services includes without limitation trades, deals and / or transactions for purchase, sale, investment, borrowing or lending in shares & securities, scrips, stocks, bonds, debentures, mutual fund units, units of collective investment scheme or any other security or financial instrument, commodities, power, derivatives (including but not limited to forwards, futures, swaps, options), purchase, sale, investment, subscription of Public Provident Fund, National Savings Scheme and other savings schemes of Government of India or other undertakings, Fixed Deposits, Life Insurance, General Insurance or order for purchase, sale, borrowing or lending of or application for any offer or public issue of shares & securities and to sell securities in my / our behalf in any buy back or open offers made by the issuers of such securities or to make applications in my / our name and on my / our name and on my / our behalf for availing of credit facilities from banks and finance companies, margin trading facility, or for making investments and to give effect to all the terms of the Related Documents) I / We am / are desirous of appointing POA holder and do hereby nominate, constitute and appoint POA holder as my true and lawful attorney and confer upon POA holder all the rights and powers hereinafter stated.

**NOW KNOW YE ALL BY THESE PRESENTS WITNESSETH** that I/We do hereby nominate, constitute and appoint POA holder (acting through its employees, directors and agents) as my / our true and lawful attorney to do, execute and perform or cause to be done, executed and performed the following acts, deeds, matters and things or any of them for and on my / our behalf namely:

1. To operate the Specified Funds Account(s) and to view transactions entered and monies available in, to block (in part or in full) monies in, transfer (in part or in full) monies from, deposit monies into, create lien on any monies and/or give instructions to the Specified Fund Entity (ies) in respect of the Specified Funds Account(s) on my/our behalf in order to effectually complete and give effect to every and any trade, deal and transaction made or ordered by me/us, and to meet obligations between myself/ourselves and POA holder under the terms of the Related Documents.
2. To operate the Specified Depository Account(s), to view transactions entered and securities available in, block securities (in part or in full) in, transfer securities (in part or in full) from, deposit securities into, create pledge on any securities and/or give instructions to the Specified Depository Participant(s) in respect of the Specified Depository Account(s) on my/our behalf in order to effectually complete and give effect to every and any trade, deal and transaction made or ordered by me/us, and to meet the obligations between myself/ourselves and POA holder under the terms of the Related Documents.
3. To sign and execute on my/our behalf all documents and other instructions in relation to the Specified Funds Account(s) and the Specified Depository Account(s), as well as give instructions to the Specified Fund Entity(ies), Specified Depository Participant(s) in relation to the Specified Funds Account(s) and the Specified Depository Account(s) respectively.
4. To appoint or remove any agent(s) or substitute any of them with all the powers herein contained in order to enable such agent(s) to exercise all or any of the powers given by me/us to POA holder herein under.
5. To make, sign and submit applications for such credit facilities / investment products including but not limited to IPO's, subscription / redemption of mutual fund units etc. as may be instructed to be applied for by me / us in terms of the Related Documents and to do all things necessary for and incidental to availing / repayment of such credit facilities / investment products by me / us including but not limited to pledging of scrips, stocks, securities, commodities, bonds, debentures, mutual fund units, shares received in IPO's, units of any collective investment scheme or any other security or financial instrument on behalf of me / us through POA holder and/or its affiliates/group companies.
6. To utilize the funds lying to the credit of my / our trading account(s) in NSE / BSE / MCX-SX / MCX / NCDEX, NSEL or in any other Exchange for payment, in connection with availing such credit facilities / investment products by me / us including but not limited to pledging of scrips, stocks, securities, commodities, bonds, debentures, mutual fund units, shares received in IPO's, units of any collective scheme or any other security or financial instrument through POA holder and/or its affiliates/group companies.
7. To generally do and perform all acts, deeds and things as may be necessary for or incidental to provision of aforementioned services and facilities to me / us including giving intimations, confirmation, undertaking etc. on my / our behalf to effectually complete any and all terms of the Related Documents.
8. To send consolidated summary of scrip-wise buy and sell positions taken with average rates to me / us by way of SMS / email on a daily basis.
9. To transfer my / our securities for my / our margin / delivery obligations arising out of trades executed by me / us.
10. To consider and/or treat the securities lying in my/our Specified Depository account for the purpose of margin.
11. To pledge my / our securities for meeting margin requirements in connection with the trades executed by me / us.
12. To apply for various products like Mutual Funds, Public issues (shares as well as debentures), rights, offer of shares, tendering shares in open offers etc. on my / our instructions.
13. To transfer funds from my / our bank account(s) for meeting the settlement obligations / margin requirements in connection with the trades executed by me / us.

14. To transfer funds from my / our bank account(s) for recovering any outstanding amount due from me / us arising out of my / our trading activities.
15. To transfer funds from my / our bank account(s) for meeting obligations arising out of me / us subscribing to such other products / facilities / services through POA holder like Mutual Funds, Public Issues (shares as well as debentures), rights, offer of shares in etc.
16. To transfer funds from my / our bank account(s) towards monies / fees / charges etc. due to POA holder as broker / Depository / Principal payable by virtue of me / us using / subscribing to any of the facilities / services availed by me / us on my / our instance.
17. To return me/us the securities or fund that may have been received erroneously or those securities or fund which POA holder was not entitled to receive.
18. To fulfill my / our unsettled obligations/payments for transactions executed on my/our behalf or any other obligation(s) during the validity of this Power of Attorney. I / We further agree and understand that POA holder will not be held liable for losses, if any, for all acts, deeds, actions undertaken to fulfill my / our obligations / payments for transactions executed on my behalf.
19. To do or omit to do all such acts and things as POA holder may in its discretion consider to be necessary or desirable in order to exercise its powers hereunder or to comply with any laws, regulations or directions of any government or regulatory authorities.
20. To retain all originals of documents executed by me / us.
21. To operate and to give delivery / receipt instructions, borrowing and lending instructions, pledge creation instructions, pledge closure instructions and to do all such other things that may be necessary in the course of business relating to operation of existing depository account as per schedule 2 with POA holder Depository Participant with National Securities Depository Limited /Central Depository Services (India) Ltd. or towards the obligation(s) for transactions done on NSE, BSE, MCX, NCDEX, NSEL and any other exchange in India.
22. I / We hereby understand and agree to intimate any change to be made to this Power of Attorney in writing duly signed by me / us to "Head – Operations" at your registered head office address and the same should be duly acknowledged by "Head – Operations". Such changes shall be made by POA holder and intimated back to me / us by "Head – Operations" in writing. The date of such intimation shall be the date from which such changes will come into effect.
23. I/We hereby agree at all times to approve, approbate, ratify, confirm and indemnify and keep indemnified POA holder for all and whatever POA holder and/ or any of its employees, directors or agents shall lawfully do or cause to be done by virtue of these presents.

#### SCHEDULE 1

##### Details of Specified Funds Account(s) maintained with Specified Funds Entity (ies)

	Name of Account Holders
1. Account No : _____	1. _____
2. Account Type : _____	2. _____
3. Maintained with _____ Branch of _____ bank	3. _____

#### SCHEDULE 2

##### Details of Specified Depository Account(s) maintained with Specified Depository Participant(s)

1. \_\_\_\_\_
2. \_\_\_\_\_

#### SCHEDULE 3

##### List of the "Related Documents"

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_
5. Such other documents that I/We and \_\_\_\_\_ may from time to time enter into hereafter in relation to the provision of the services by \_\_\_\_\_ to the me/us.

#### SCHEDULE 4

**Pool A/c nos. of :** NSE:10000306 (NSDL)/1203790000000015 (CDSL)      BSE:10000410 (NSDL)/1203790000000034/1203790000000049 (CDSL)

**Beneficiary Account no - 10000403**

**Client Bank A/c nos. of :** ICICI Bank 000405004621 (CASH), 623505376585 (F&O) / Standard Chartered Bank 22105006188 (CASH), 22105004320 (F&O)

IN WITNESS WHERE OF, I/We the said \_\_\_\_\_  
\_\_\_\_\_ have hereunto set and subscribed my hand(s) to this writing this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

Signed and Delivered By

**Signature of First Applicant**

**Signature of 2nd Holder**

**Signature of 3rd Holder**

in the presence of  
Before me,

NOTARY PUBLIC

I hereby acknowledge that I have received a copy of the Power of Attorney.

Sign \_\_\_\_\_

We accept: For \_\_\_\_\_  
**Authorised Signatory**

**PhillipCapital (India) Pvt. Ltd.**

No. 1,2<sup>nd</sup> Floor, C Block, Modern Centre  
 101, KK Marg, Mahalaxmi, Mumbai-400 011  
 Tel.:91-22-23002999 Fax: 91-22-23002969  
 Email: doperations@phillipcapital.in

**Smart DP tariff for Investor**

Documentation Charges	Rs 200
Account Maintenance payable p.a. upfront	Rs 400
Upfront collection against Transaction Charges	NIL
Total Upfront Payment	Rs 600
Market Purchase	NIL
Market Sale ( Within PhillipCapital )	0.02 % (Min Rs 12) + NSDL Charges
Market Sale (Outside PhillipCapital )	0.04% (Min Rs 20) +NSDL Charges
Off-Market Purchase	NIL
Off-Market Sale	0.04% (Min Rs 20) + NSDL Charges
Custody	NIL
Demat Charges	Rs. 50 per cert
Postage	Rs. 150
Remat	Rs. 10 + NSDL Charges
Pledge Creation	0.01% (Min Rs.50/-) + NSDLCharges
Pledge Confirmation	RS 25/-
Pledge Closure	RS 50/-
Confirmation of Pledge closure	RS 25/-
Pledge invocation	RS 25/-
Extra Statement Charge	NIL
SLB Borrow Confirmation	Rs75 ((Inclusive of NSDL Charges)
SLB Borrow Repay / Recall	Rs 50/-
Confirmation of Recall / Repay	Rs 50/-
Lend Initiation/ Recall Initiation	Rs 50/-
Inter-Depository Receipt	NIL
Inter-Depository Delivery	0.04% (Min Rs 20)+NSDL Charges
Late Processing charges	NIL

- 1) All the % in the above tariff would be computed on the value of transaction as computed by NSDL
- 2) These rates are subject to revision by PhillipCapital and NSDL
- 3) Clients will be sent transaction statements every monthly provided there is a transaction.
- 4) Late/Same day Instructions are accepted at client's risk.
- 5) Cheque bouncing charge at Rs 60 per instance shall be levied
- 6) Stamp Papers/POA charges used if any will be charged extra at actuals.
- 7) Rs.15/- will be charged on all failed and rejected transactions
- 8) Rs.15/- will be charged on all failed and rejected pledge transactions
- 9) Service Tax as applicable would be levied
- 10) NSDL charges Rs 4.50 for sale transaction and Rs 25 for pledge creation.
- 11) The scheme once selected will be valid for a period of one year and will be automatically renewed at the end of the year unless a written communication in the prescribed format is received..
- 12) I / We agree to pay the charges as set out herein above subject to any change therein from time to time and specifically authorize you to debit all types of dues / charges as set out herein above to my / our Trading account ledger no. \_\_\_\_\_ having with you in the \_\_\_\_\_ Segment of NSE and / or BSE

I/We accept the above Scheme No.

Ⓢ \_\_\_\_\_  
 Signature 1<sup>st</sup> holder

Ⓢ \_\_\_\_\_  
 Signature 2<sup>nd</sup> Holder

Ⓢ \_\_\_\_\_  
 Signature 3<sup>rd</sup> Holder