

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

This agreement made and executed into at _____ on this _____ day of _____, 20____ between IIT Investrust Ltd., a body corporate, registered/incorporated under the Companies Act, 1956, having its registered office at Rajabhadur Mansion, 14E, 2nd Floor, 28, Bombay Samachar Marg, Fort, Mumbai 400 001 and Branch Offices at 201, Kanchanjunga Building, 18, Barakhamba Road, Connaught Place, New Delhi 110 001 and No. 75, Century Center, 1st Floor, Opp. Nardagana Sabha, T. T. K. Road, Alwarpet Chennai 600 018, hereinafter called "the Depository Participant of the One Part; AND

1) SOLE/ FIRST HOLDER) _____ having his/her/its registered office/address at _____

2) SECOND HOLDER _____ residing at _____

3) THIRD HOLDER _____ residing at _____

Hereinafter called "**the Beneficial Owner**" of Other Part

WHEREAS the Beneficial Owner is desirous of opening a Beneficial Owner's account with the Depository Participant and the Depository 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 herein below:

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

General Clause:

a) The parties hereto agrees to abide by the provisions of the Depositories Act, 1996, SEBI (Depositories and Participants) Regulations, 1996, Bye Laws and Operating Instructions issued by CSDL 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:

b) 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/ she makes the payment along with interest if any. Please note that the mode of payment should be only by way of cross Cheque. No cash receipts/Demand Draft/payments will be entertained for any transactions made by the Beneficial Owner. IIT INVESTRUST LTD will not be responsible for any kind of claims raised by the Beneficial Owners regarding payment made in cash/Demand Draft.

 Sole/ First Holder Second Joint Holder Third Joint Holder For IIT Investrust Ltd (DP)

Third holder Signature

Second holder Signature

First holder Signature

Statement of Account:

- 3.1 The Participant shall furnish to the Beneficial Owner a statement of his/ her/ 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. Such statement of accounts shall be provided to the Beneficial Owner 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 the 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 via electronic mode, the Participant shall be obliged to provide a physical copy thereof to the BO.
- 3.3 The Depository Participant hereby undertakes that it shall maintain a separate account of its own securities held in dematerialized form with the Depository and shall not commingle the same with the securities held in dematerialized form on behalf of the Beneficial Owner.

Beneficial Owner shall intimate change of particulars:

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

Participant not liable for claims against Beneficial Owner:

5. CSDL 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.

Closure of Account:

7. The Beneficial Owner, may, at any time terminate this Agreement by calling upon the Participant to close his/ her/ 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 rematerialized.

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, nonperformance 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. The parties hereto hereby agree that the Participant will send the monthly transaction/holding statements and charges in electronic form to the Beneficial Owner at the email ID provided by the Beneficial Owner, which is _____ and the same would be deemed as proper delivery by the Participant and receipt by the Beneficial Owner.

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** only.

Governing Law:

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

Anti Money Laundering:

14. The Beneficial Owner confirms that it is in compliance with the "Know Your Customer" (KYC) guidelines including conducting due diligence required for Anti Money Laundering checks as prescribed by the FIU / SEBI and that it will be fully responsible for such compliance in respect of Beneficial Owner's account. The Beneficial Owner further confirms that all KYC and due diligence process has been followed and will be followed on a continuing basis as long as such Beneficial Owner's account continues to be held with us. The Beneficial Owner declares that the KYC process followed by it consists of Beneficial Owner Meeting, contact address verification, establishment of beneficial ownership, verification of Beneficial Owner identity and residence proofs, check against FIU/ SEBI's and other lists of defaulters. Further Beneficial Owner confirms that he/ she will provide all the details of his/ her transactions whenever required.

Confirmation for Transaction Statement through Internet:

15. The Beneficial Owner hereby permits the Depository Participant to provide the transaction statement through Internet. In consideration of the Depository Participant having agreed to provide the transaction statement through Internet, both the parties to the agreement hereby covenant and agrees as follows:

- i) The Depository Participant shall install adequate systems to restrict the access of the transaction statement only to the Beneficial Owner.
- ii) The Beneficial Owner shall take all the necessary steps to ensure confidentiality and secrecy of the log-in name and Password.
- iii) The Beneficial Owner 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) The Depository Participant and the Beneficial Owner shall have the right to terminate this agreement after giving a notice of at least 10 days to the other party.

V) The Beneficial Owner agrees that the DP is authorized by him to disclose any information pertaining to the Beneficial Owner's a/c and the balances in the said a/c to

the DP and the owner of the website [http://www. iitinvestrust.com](http://www.iitinvestrust.com) without notice to the Beneficial Owner.

Sole/ First Holder Second Joint Holder Third Joint Holder For IIT Investrust Ltd (DP)

vi) In case the Beneficial Owner opts for transaction statement through E-mail; it shall immediately inform the Participant about change in E-mail address, if any. The Participant shall verify and confirm with the Beneficial Owner about the change. Further, the Participant shall confirm with the Beneficial Owner about validity of the E-mail address at least once in a year.

vii) The Beneficial Owner 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 Beneficial Owner's through Internet (web-based/ E-mail) due to any unforeseen problems, the Participant should ensure that the Transaction Statement reaches to the Beneficial Owner in physical form as per the time schedule stipulated in the Bye Laws & Business Rules of CSDL.

viii) The Beneficial Owner further undertakes to indemnify the DP wholly against any loss, injury, claim or damages that may be suffered by it due to or consequence upon such disclosure of information without notice to the Beneficial Owner.

ix) The above terms and conditions are in addition to and not in derogation of the terms and conditions forming a part of the "AGREEMENT BETWEEN THE DEPOSITORY

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 by the Participant

For IIT INVESTRUST LTD

Director/Authorised

Signatory
For IIT INVESTRUST LTD

by the hand of its authorized

representative Shri _____

in the presence of witness for **DP**

Name: _____

Signature: _____

SIGNED AND DELIVERED Name: _____ **1.** _____

by the withinnamed the Nme : _____ **2.** _____

Beneficial Owner Name : _____ **3.** _____

in the presence of witness for **BO**

Name: _____

Signature: _____