



CHURIWALA SECURITIES PVT. LTD.

DP-ID 12500

Regd Office: 304,305, Commerce House, Nagindas Master Road, Fort, Mumbai-400 001

Tel.: (91-22) 22670035, 22671713, Fax: (91-22) 22674614

E-mail: accounts@c.sec.com, tbse@c.sec.com

APPLICATION FORM FOR OPENING A SECURITIES ACCOUNT

☐ Individual ☐ NRI ☐ Foreign National

Please fill all the details in BLOCK LETTERS in English

Application No. CDS -

Account No. 1 2 0 1 2 5 0 0

Date

(To be filled up by the Depository Participant)

I/We request you to open a Depository Account in my /our name as per the following details :

Type of Account (please tick whichever is applicable)

Status.	Sub - Status.
<input type="checkbox"/> Individual	<input type="checkbox"/> Individual Resident <input type="checkbox"/> Individual Director
	<input type="checkbox"/> Individual Director Relative <input type="checkbox"/> Individual HUF /AOP
<input type="checkbox"/> NRI	<input type="checkbox"/> NRI Repatriable <input type="checkbox"/> NRI Non-Repatriable
<input type="checkbox"/> Foreign Natinal	

Sole/ First Holder's Details

First Name			
Middle Name			
Last/Search Name			
Title	<input type="checkbox"/> Mr. <input type="checkbox"/> Mrs. <input type="checkbox"/> Miss. Suffix		
Father's/Husband Name			
Address for Correspondance	Permanent Address	If different	
City	City		
State	State		
Country	Country		
Pin Code	Pin Code		
Telephone No./ Mobile	Telephone /Mobile		
Fax No.	Fax No.		
P.A.N./G.I.R.No	IT. Circle/Ward/District		
Email Address			
Date of Birth			
Occupation	<input type="checkbox"/> Service <input type="checkbox"/> Professional <input type="checkbox"/> Business <input type="checkbox"/> Farmer <input type="checkbox"/> Retired		
	<input type="checkbox"/> Housewife <input type="checkbox"/> Others <input type="checkbox"/> Annual Income		

Walver from confirmation for Credits ☐ Yes ☐ No

(Please Tare Here)

Acknowledgement

Application No. CDS -

Date

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

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

If you need any further clarification / information please feel free to call us

Depository Participant Seal and Signature

Central Depository Service (India) limited

Account Statement Requirement ☐ Daily ☐ Weekly ☐ Fortnightly ☐ Monthly
☐ Quarterly ☐ Semi-Annually ☐ Annually

Guardian Details (if Sole/First Holder is minor)

Guardian Name			
Relationship			
Address			
City		State	
Country		Pin Code	
Telephone No.		Fax No.	
Email Address			

Joint Holder - 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"/> others		Suffix
Permanent Address			
City		State	
Country		PIN	
PAN / GIR NO.			
IT Circle Ward / District			
Date of Birth			
E-mail ID			
MAPIN Code			

Joint Holder - 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"/> others		Suffix
Permanent Address			
City		State	
Country		PIN	
PAN / GIR NO.			
IT Circle Ward / District			
Date of Birth			
E-mail ID			
MAPIN Code			

Bank Details of Sole / First Holder

	Electronic Credit or Mandate (For Dividend/Interest)	Beneficiary Bank Details (To be printed on Cheque / Warrant)
Bank Name		
Branch Name		
Bank Address		
9 - Digit Code No.		
Account Type S.B. /Current/Cash Credit)		
Bank A/C No.		
IFS Code		

*Code No. of the Bank and Branch appearing on the MICR cheque issued by the Bank.

Instruction for Applicants

1. If the Clearing member is a Sole Proprietor or an individual, then the Corporate Account Opening Form should be filled in.
2. Signatures can be in English, Hindi or any of other languages contained in the 8th Schedule of the Constitution of India. Thumb impressions and signatures other than in the abovementioned languages must be attested by a Magistrate or a Notary Public or a special Executive Magistrate under his/ her official seal.
3. Details of the Names, Address, and Tel No. etc of the Magistrate /Notary Public / Special Executive Magistrate are to be provided in case of any attestation done by them.
4. In case of additional signatures, separate annexures should be attached to the application form.
5. In case of applications under a power of Attorney, the relevant Power of Attorney or the certified and duly notarised copy thereof, Name of the POA, Signature of the POA, must be lodged with the DP alongwith the application.
6. All correspondence / queries shall be addressed to the First / Sole Applicant only.
7. Suffix refers to Mr. X Junior or Mr. X Senior or Lord Y I or Lord Y II etc.
8. Where the holder is a minor, person lawfully entitled to act on behalf of the minor should sign the nomination.
9. Strike off whichever is not applicable.
10. The following documents are to be submitted by the Investors :
 - The Introduction may not be required if the certified copies of any one of the following document is submitted by the BO for determining the Indenting BO's bonafids : photocopy of Election ID Card / Passport / Ration Card.
 - Date of Birth Certificate in case of Minors.
 - Proof of NRI Status.
 - Copy of RBI approval for NRI's.
 - One passport size Photograph of each account holder.
 - PAN Card of each account holder.
 - Address Proof of each account holder.

For NRIs / Foreign National (Only if the First / Sole holder is an NRI / Foreign National)

Foreign Address		India Address	
City		City	
Country		Country	
Pin Code		Pin Code	
Telephone No.		Telephone No.	
Fax No.		Fax No.	
Currency		E-Mail	
RBI Reference No		RBI Approval No.	

I / We have read the agreement, terms & conditions and agree to abide by and be bound by the Bye Laws as are in force from time to time for such Accounts. I /We declare that the particulars given 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 further action.

	First / Sole Applicant	Second Applicant	Third Applicant
Name			
Signature			

First / Sole Signatory

Passport size Photograph

(Please Sign across the Photograph)

Second Signatory

Passport size Photograph

(Please Sign across the Photograph)

Third Signatory

Passport size Photograph

(Please Sign across the Photograph)

Introduction Details

Introduction by an existing account holder of _____ (DP Name Pre - Printed)

I confirm the Identity, occupation and address of the applicant (s)

Introducer's Name _____

BO ID _____

Signature of Introducer
(To be verified by DP Official)

Account No.

(To be filled up by the Depository Participant)

	First / Sole Holder	Second Holder	Third Holder
Name			
Signature			

This agreement made and entered in to at _____ this _____ day of _____ between **Churiwala Securities Pvt. Ltd.**, a company incorporated under the companies Act, 1956, having its registered office at 304-305, Commerce House, Nagindas Master Road, Fort, Mumbai - 400023 hereinafter called "the participant" of the One Part; AND _____
(description of the legal-entity) having his/its office/ registered office/ address at _____

hereinafter called "the Beneficial Owner" of the Other Part.

WHEREAS the participants has been granted a certificate of registration bearing number IN-DP-CDSL-24-99 dated 05th July 1999 by the Securities and Exchange Board of India (SEBI) as a participant under section 12(IA) of the Securities and Exchange Board of India Act, 1992 read with Regulation 20 of the Securities and Exchange Board of India (Depositories and Participants) Regulation, 1996 and has been addmitted by General Depository Services (India) Limited (hereinafter called "CDS") as a participant.

AND WHEREAS the Beneficial Owner has furnished to the participant an application in the specified form requesting the participant to open a beneficial owner's account with the participant.

AND WHEREAS the participant has agreed to open a beneficial owner's account in the names of Beneficial Owner above added in CDS on the terms, conditions and covenants hereinbelow recorded.

NOW THEREFORE in consideration of the participant having agreed to open an account in the names of the Beneficial Owner and render services to the Beneficial Owner as a participant, the parties hereto do hereby agree and covenant with each other as follows:

1. General Clauses

- 1.1. Words and expressions used but not defined in this Agreement and/or in the Schedule I hereto but defined under the Companies Act, 1956, the Securities Contracts (Regulation) Act 1956, the Securities and Exchange Board of India Act, 1992, the Depositories Act, 1996, the Securities and Exchange Board of India (Depositories and Participants) Regulations, 1996 or the Bye Laws of CDS shall have the meaning assigned to them under the aforesaid Acts, Regulations or Bye Laws as the case may be.
- 1.2. Unless otherwise warranted by the context or meaning thereof, the words or expression "Beneficial Owner", "Issuer", "Participant" and "RTA" used in this agreement and/or in the Schedule I hereto shall mean a Beneficial Owner, Issuer, Participants and Register to an Issue or Share Transfer Agent (as the case may be) respectively in relation to CDS and the terms "Act", "Regulations", "Bye Laws", and "Operating Instruction" shall mean "The depositories Act, 1996", "The Securities and Exchange Board of India (Depositories and Participants) Regulations, 1996", the Bye Laws of CDS and the Operating Instructions issued by CDS respectively.
- 1.3. The parties hereto agree to abide by the terms, conditions and covenants set out in the Schedule I hereto annexed as if the same formed a part and panel of this Agreement.
- 1.4. The parties hereto shall be bound by the Depositories Act, 1996, Securities and Exchange Board of India (Depositories and Participants) Regulations, 1996 and agree to abide by the Bye Laws and Operating Instructions issued from time to time by CDS in the same manner and to the same extent as if same were set out herein and formed part of this Agreement.

2. Fees, charges and deposits

- 2.1. The beneficial Owner shall pay such fees, charges and deposits to the Participant as may be manually agreed upon, for the purpose of opening and maintaining his/its account, for carrying out the instructions and for rendering such other services as are incidental or consequential to the Beneficial Owner holding securities in and transacting through the said account with the Participant.

3. Participant to act only on instructions of Beneficial Owner

- 3.1. The participant shall act only on the instructions or mandate of the Beneficial Owner or that of such person/s as may have been duly authorised by the Beneficial Owner in that behalf in the manner provided by CDS.
- 3.2. The participant shall not effect any debit or credit to and from the account of the Beneficial Owner without appropriate instructions from the Beneficial Owner or CDS.

- 3.3. The participant shall maintain adequate audit trail of the execution of the instructions of the Beneficial Owner.
- 3.4. The participant shall not honour or act upon any instructions for effecting any debit to the account of the Beneficial Owner in respect of any securities unless:
- 3.4.1. Such instructions are issued by the Beneficial Owner under his signature or that of his/its constituted attorney duly authorised in that behalf.
- 3.4.2. The participant is satisfied that the signature of the Beneficial Owner under which instructions are issued matches with the specimen of the Beneficial Owner or his/its constituted attorney available on the records of the Participant.
- 3.4.3. The balance of clear securities available in the Beneficial Owner's account are sufficient to honour the Beneficial Owner's instructions.
4. Statement of Beneficial Owner's Account
- 4.1. 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 transactions during that month, and in any event once at the end of each financial year. Such statement shall be in the form specified in Schedules II to this Agreement. 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.
- 4.2. The Beneficial Owner shall scrutinize every statement of his/its account received from the Participant for the accuracy and veracity thereof and shall promptly bring to the notice of the Participant any mistakes, inaccuracies or discrepancies in such statements.
5. Redressal of grievance / complaints of Beneficial Owner
- 5.1. The Participant shall promptly attend to all grievances /complaints of the Beneficial Owner and shall resolve all such grievances /complaints as relate to matters exclusively within domain of the Participant within one month of the same being brought to the notice of the Participant and shall forthwith forward to and follow up with CDS all other grievances /complaints of the Beneficial Owner on the same being brought to the notice of the Participant and shall endeavor to resolve the same at the earliest.
6. Closures of Account
- 6.1. 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 Schedule I hereto.
7. Termination
- 7.1. The Participant shall be entitled to terminate this Agreement forthwith in the manner and in the circumstances set out in the Schedule I hereto.
8. Arbitration and Conciliation
- 8.1. 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 By Laws. The place of arbitration shall be at MUMBAI INDIA.
9. Jurisdiction
- 9.1. The parties hereto agree to submit to the exclusive jurisdiction of the courts in MUMBAI, INDIA.
10. Execution of Agreement
- 10.1. This Agreement is executed in duplicates and a copy each shall be retained by each of the parties hereto.

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 Churiwala Securities Pvt. Ltd.)
by the hands of its authorised representative)
Shri _____)
in the presence of)
shri _____)

SIGNED AND DELIVERED)
by the withinnamed the Beneficial Owner)
_____)
in the presence of)
_____)

SCHEDULE I
Forming part of the
Agreement Between A Participant And A Person
Seeking To Open A Beneficial Owner's Account

1. General Clause

- 1.1. The Participant shall continue to be bound by the Bye Laws and Operating Instructions, even after ceasing to be a participant in so far as may be necessary for completion of or compliance with his/its obligations in respect of all matters, entries or transactions which the Participant may have carried out, executed, entered into, undertaken or may have been required to do, before ceasing to be the Participant and which may have remained outstanding, incomplete or pending at the time of his/its ceasing to be a participant.

2. Fees, charges and deposits

- 2.1. 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.
- 2.2. The Beneficial Owner further agrees that in the event of the Beneficial Owner committing a default in the payment of any of the amount payable to the Participant by way of fees, charges or otherwise on their respective due dates or within fifteen days of the same being demanded (where no such due date is specified) then, without prejudice to the right of the Participant to terminate the Agreement and close the account of the Beneficial Owner, the Participant shall be entitled to charge interest on the amount remaining outstanding or unpaid at the rate of ____ % per month or part thereof.

3. Unique Identification Number

- 3.1. CDS shall allocate a unique identification number to the Beneficial Owner (Beneficial Owner ID).

4. Responsibilities of the Beneficial Owner

- 4.1. The Beneficial Owner shall be responsible for :
- 4.1.1. the veracity of all statements and particulars set out in the account opening form, supporting or accompanying documents and the Agreement;
 - 4.1.2. the authenticity and genuineness of all certificates and/or documents submitted to the Participant along with or in support of the account opening form or subsequently for dematerialisation;
 - 4.1.3. title to the securities submitted to the Participant from time to time for dematerialisation;
 - 4.1.4. ensuring at all times that the securities to the credit of his/its account are sufficient to meet the instructions issued to the Participant for effecting any transaction ;
 - 4.1.5. informing the Participant at the earliest of any changes in the account particulars of the Beneficial Owner such as address, bank details, status, authorisations, mandates, nomination, signature, etc. ;
 - 4.1.6. furnishing accurate identification details whilst subscribing to any issue of securities.

5. Participant to open separate account for each Beneficial Owner

- 5.1. The Participant shall maintain a separate account for each beneficial owner and ensure that the securities of the Beneficial Owner are not mixed with the securities of any other beneficial owner or those of the Participant.

6. Execution of Beneficial Owner's instructions

- 6.1. Subject to the Participant's right of lien and subject to any orders, injunctions, directions or instructions issued by any court, tribunal, SEBI, Central or State Government or any other authority empowered in that behalf or by CDS, the Participant shall carry out the instructions issued by the Beneficial Owner confirming debits or credits to his/its account pursuant to any transaction of his/its securities with utmost dispatch on the same day on which the instructions are issued and failing that before the close of working hours of the immediately succeeding working day provided however, that subject to the above, the Beneficial Owner may issue standing instructions to the Participant for crediting his account in accordance with the instructions.
- 6.2. Where multiple instructions are received from the Beneficial Owner and the Beneficial Owner specifies the sequence of execution of instructions, the instructions shall be carried out by the Participant in the same manner and sequence as shall have been specified by the Beneficial Owner to the extent it can be executed with the clear balance available in the Beneficial Owner's account with the Participant.
- 6.3. Where multiple instructions are received from the Beneficial Owner but the Beneficial Owner has not specified the sequence of execution of instructions, the Participant shall execute the instructions in the same chronological order in which such instructions were received from the Beneficial Owner to the extent it can be executed with the clear balance available in the Beneficial Owner's account with the Participant.
- 6.4. The Beneficial Owner may at any time instruct the Participant to dematerialise any eligible securities held in physical form. The Participant after electronically registering such request with CDS shall forward the Dematerialisation Request Form (DRF) along with the relevant security certificates to the Issuer or its RTA within two working days of the receipt of the same from the Beneficial Owner and till such time shall ensure the safe custody of the securities in physical form.
- 6.5. The Beneficial Owner may at any time make a request to the Participant for rematerialisation of the balances in his/its account (or any part thereof), which request shall be made in the Rematerialisation Request Form (RRF). Before accepting the RRF, the Participant shall ensure that sufficient unencumbered balance in respect of the relevant securities is available in the Beneficial Owner's account and shall electronically intimate the request to CDS. The Participant shall within two working days of accepting such RRF from the Beneficial Owner forward the same to the Issuer or its RTA.

7. Pledge / Hypothecation

- 7.1. The Beneficial Owner may pledge or hypothecate the securities held in his/its account with the Participant strictly in accordance with the provisions and restrictions laid down in the Regulations, Bye Laws, Operating Instructions. Save and except the creation of a pledge or hypothecation in the manner aforesaid, the Beneficial Owner shall not in any manner charge, mortgage or otherwise encumber the securities held in his/its account with the Participant.

8. Freezing and Defreezing of Beneficial Owner's Account

- 8.1. The Beneficial Owner may at any time exercise his/its right to freeze his/its account with the Participant so as to freeze all operations in respect of such securities held in his/its account with the Participant for such period as the Beneficial Owner may specify. The Participant shall indemnify and keep indemnified the Beneficial Owner from any harm, loss, damage or injury that the Beneficial Owner may suffer or incur by reason of the Participant's failure to freeze the Beneficial Owner's account within such time from the receipt of valid instructions in that behalf and in such manner as may be specified by the Bye Laws and Operating Instructions.
- 8.2. The Beneficial Owner may at any time exercise his/its right to defreeze and reactivate his/its account maintained with the Participant in accordance with the procedure and subject to the restrictions laid down under the Bye Laws and/or Operating Instructions. The Participant shall indemnify and keep indemnified the Beneficial Owner from any harm, loss, damage or injury that the Beneficial Owner may suffer or incur by reason of the Participant's failure to defreeze the Beneficial Owner's account within such time from the receipt of valid instructions in that behalf and in such manner as may be specified by the Bye Laws and Operating Instructions.
- 8.3. The account of the Beneficial Owner shall be frozen by the Participant, on the Participant being served with any direction, order or decree of a court, tribunal, Central or State Government, SEBI or any statutory or revenue authority or on receipt of written instructions from CDS calling upon the Participant so to do and upon such account being frozen, the Participant shall forthwith intimate the Beneficial Owner of the same.

9. Participant's Lien

- 9.1. The Participant shall not exercise any lien without the prior approval of CDS, on any securities belonging to the Beneficial Owners held in dematerialised form in any account with the Participant, as security for recovery of dues owed by Beneficial Owner to the Participant in his capacity as such including any compensation for any loss caused to the Participant and/or CDS by reason of fraud, negligence or mistake on the part of the beneficial owner. The Participant shall, upon receipt of such approval from CDS, give notice in writing to the Beneficial Owner of the exercise of such lien by the Participant in respect of such of the securities held in the Beneficial Owner's account as CDS may specify.

10. Beneficial Owner to intimate change of particulars

- 10.1. The Beneficial Owner shall notify the Participant of any change in the particulars set out in the application form submitted to the Participant at the time of opening the account or furnished to the Participant from time to time at the earliest. The Participant shall not be liable or responsible for any loss that may be caused to the Beneficial Owner by reason of his failure to intimate such change to the Participant at the earliest.

11. Participant not liable for claims against Beneficial Owner

- 11.1. The Participant 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.

12. Authorised Representative

- 12.1. Where the Beneficial Owner is a body corporate, it shall, simultaneously with the execution of the Agreement furnish to the Participant, a list of officials authorised 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.

13. Confidentiality

- 13.1. The Participant shall be at liberty to provide or disclose such details, particulars, data or information relating to the Beneficial Owner and/or his account as may be required or directed in writing by any court, tribunal, Central or State Government, SEBI or any other regulatory or revenue authority empowered by law in that behalf or by CDS or the concerned Issuer and/or RTA or Clearing Corporation through CDS or as may be required for compliance with any obligations in law or for enforcement of any of its rights or for protection of its interest without reference or recourse to the Beneficial Owner provided however that save and except as aforesaid, the Participant shall not divulge or permit or suffer to be disclosed any such details, particulars, data or information to any party or person and shall hold such details, particulars, data and information in strict confidence.

14. Change in address

- 14.1. The Beneficial Owner shall inform the Participant of any proposed change in address of its office/registered office at least thirty days before the date of such change.

15. Closure of Account

- 15.1. The Beneficial Owner may at any time terminate the Agreement by calling upon the Participant to close his/its account with the Participant provided no instructions remain pending or unexecuted and no fees or charges remain payable by the Beneficial Owner to the Participant. In such event the Beneficial Owner shall make an application to the Participant in the format specified by CDS in that behalf. The Beneficial Owner may close his/its account by executing the account closing form if no balances are standing to his/its credit in the account. In case any balances of securities exist in the

account sought to be closed, the account may be closed in one of the following ways:

- 15.1.1. by rematerialisation of all existing balances in his/its account;
 - 15.1.2. by transfer of all existing balances in his/its account to one or more of his/its other account/s held with any other participant/s;
 - 15.1.3. by rematerialisation of a part of the existing balances in his/its account and by transferring the rest to one or more of his/its other account/s with any other participant/s.
- 15.2. The Participant shall initiate the procedure for transfer of balances or for rematerialisation of securities in the Beneficial Owner's account, as the case may be, within a period of two working days from the date of receipt of instructions from the Beneficial Owner in that behalf.
- 15.3. The Beneficial Owner's account shall not be closed if there exist any securities in the Beneficial Owner's account which are pledged or hypothecated unless such closure is consented to by the pledgee or the hypothecatee, as the case may be or the account is unreconciled or if the closure of such account would result in breach or violation of any decree or order or injunction of any court, tribunal or statutory or revenue authority.
- 15.4. In the event of the Participant ceasing to be a participant, the Beneficial Owner may either seek rematerialisation of his/its securities or request for the transfer of the securities in its account to an account opened with another participant.

16. Circumstances under which the participant is entitled to Terminate the Agreement

- 16.1. In the event of the Beneficial Owner:
- 16.1.1. failing to pay the fees or charges as may be mutually agreed upon within a period of thirty days from the date of demand made in that behalf;
 - 16.1.2. submitting for dematerialisation any certificates or other documents of title which are forged, fabricated, counterfeit or stolen or have been obtained by forgery or the transfer whereof is restrained or prohibited by any direction, order or decree of any court, tribunal, Central or State Government, SEBI or any statutory or revenue authority or under any covenant or undertaking given to any statutory authority;
 - 16.1.3. commits or participates in any fraud or other act of moral turpitude in his/its dealings with the Participant;
 - 16.1.4. otherwise misconducts himself in any manner.
- 16.2. The Participant may also terminate the Agreement without assigning any reasons for such termination provided the Participant shall have issued at least one month's prior notice in writing to the Beneficial Owner in that behalf.
- 16.3. In the event of the Participant terminating the Agreement, the Participant shall call upon the Beneficial Owner to specify whether he desires to have the security balances in his/its account transferred to his/its account with another participant or to have the same rematerialised in the manner specified in the Bye Laws and the Participant shall accordingly close the account of the Beneficial Owner.
- 16.4. Where the Agreement is terminated by the Participant for any reason not attributable to the Beneficial Owner, the cost, charges and expenses involved in the transfer of the Beneficial Owner's account to any other participant or rematerialisation of securities in such account shall be borne by the Participant.
- 16.5. Upon termination of the Agreement, if the Beneficial Owner fails to specify the account with any other participant to which the existing balances are to be transferred or if the Participant fails to take necessary steps to have the securities in such account transferred to the Beneficial Owner's account with some other participant, CDS shall nominate any other participant to whom such account shall stand transferred for the time being, provided however that no transaction in respect of securities in such transferred account shall be effected until such time as the Beneficial Owner shall have entered into an agreement with the participant to whom such account shall have been so transferred by CDS.
- 16.6. Notwithstanding termination of the Agreement by the Participant or closure of his/its account by the Beneficial Owner, the provisions of the Agreement and all mutual rights and obligations arising therefrom shall, except in so far as the same are contrary to or inconsistent with such termination or closure, shall continue to be binding on the parties in respect of all acts, deeds, matters and things done and transactions effected during the period when the Agreement was effective.

17. Indemnity

- 17.1. The Participant shall indemnify and keep indemnified and saved harmless the Beneficial Owner from and against all harm, loss, damage and injury and all claims, demands, suits, actions, litigation, prosecution and every other proceedings whatsoever (including all costs, charges and expenses relating thereto) suffered or incurred by the Beneficial Owner by reason of or on account of the Participant effecting any debit or credit of securities to the account of the Beneficial Owner without due confirmation from or contrary to or inconsistent with the instructions of the Beneficial Owner or otherwise failing to carry out the instructions of the Beneficial Owner or on account of any negligence on the part of the Participant, its employees, servants or agents or otherwise committing any act, deed, matter or thing which is violative of the Act, Regulations, Bye Laws and Operating Instructions.
- 17.2. The Beneficial Owner shall indemnify and keep indemnified and saved harmless the Participant, his/its employees and servants from and against all harm, loss, damage and injury and all claims, demands, suits, action, litigation, prosecution or every other proceeding whatsoever (and all costs, charges and expenses relating thereto) suffered or incurred by the Participant on account of or as a reason of any certificates or other documents in respect of the securities submitted to the Participant being forged, fabricated, counterfeit, stolen, cancelled or being otherwise invalid or such securities being subject to any decree, order or injunction of any court, tribunal, Central or State Government or any other authority empowered in that behalf restraining or prohibiting transfer of those securities or the transfer of such securities being in breach of any undertaking or covenant in favour of any statutory body or authority.

18. Stamp duty

- 18.1. 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.

19. Force Majeure etc.

- 19.1. 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, hacking, unanticipated technological or natural interference or intrusion, loss or damage to satellites, loss of satellite linkage or any other data communications linkage, loss of connectivity or any other irresistible force or compulsion.

20. Service of Notice

- 20.1. 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.
- 20.2. Notice given by personal delivery shall be deemed to be given at the time of delivery.
- 20.3. Notice sent 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.
- 20.4. Notice sent by facsimile transmission, electronic mail or electronic data transfer shall be deemed to be given at the time of its actual transmission.

21. Severability

- 21.1. If any provision of the Agreement shall be held or adjudged by any competent court, tribunal or regulatory authority to be unlawful, void or unenforceable or if any provision is rendered void or unenforceable by reason of any statutory amendment, notification or any judicial decision, such provision shall to the extent required be severed from the Agreement and rendered ineffective as far as possible without modifying the remaining provisions of the Agreement but shall not in any way effect the validity or enforcement of the rest of the provisions of the Agreement which shall continue to apply with full force and effect.

22. Amendments/Modifications at SEBI's instance to be binding

- 22.1. The parties hereto shall be bound by any additions, alterations, modifications, amendments or deletions to the Agreement or to any provisions thereof as may be required or directed by SEBI and shall execute all such deeds, documents or writings as may be required for giving effect thereto.

23. No Waiver

- 23.1. Neither party hereto shall be deemed to have waived, abandoned or relinquished any right, power, privilege or remedy available to it under the Agreement or in law except by a writing executed in that behalf and no failure or delay on the part of any of the parties hereto in the exercise of such right, power, privilege or remedy shall operate as a waiver thereof or as a waiver of any preceeding or succeeding breach by the other party to the Agreement nor shall any single or any partial exercise of any right, power, privilege or remedy preclude any other or further exercise of such or any other right, power, privilege or remedy available under the Agreement or otherwise available in law or in equity it being agreed that all such rights, powers, privileges and remedies are several and cumulative of each other.

24. Governing Language

- 24.1. All deeds, documents and writings that may be executed and all correspondence that may be exchanged between the parties hereto in relation to the subject matter of the Agreement shall be in English language, which shall be the governing language between the parties hereto.

25. Governing Law

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

26. Headings

- 26.1. The headings in the Agreement are for convenience and reference only and shall in no way affect the construction or interpretation of the Agreement.

27. Interpretation

- 27.1. Unless the context otherwise requires, words denoting the singular shall include the plural and vice versa and words denoting the masculine gender shall include the feminine and vice versa and any reference to any statute, enactment or legislation or any provision thereof shall include any amendment thereto or any re-enactment thereof.

CHURIWALA SECURITIES PRIVATE LTD.

DP - ID 12500

Annexure - B

NOMINATION FORM

To,
Churiwala Securities Private Ltd.
304/305, Commerce House,
Nagindas Master Road,
Fort, Mumbai - 400 001.

Dear Sir / Madam,

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

- ☐ I/We do not wish to nominate any one for this demat account.
[Strike out what is not applicable.] [Signatures of all account holders should be obtained on this form.]
- ☐ 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 the death of the Sole holder or the death of all the Joint Holders.

BO Account details											
DP ID	1	2	0	1	2	5	0	0	Client ID		
Name of the Sole / First Holder											
Name of Second Holder											
Name of Third Holder											

Nominee Details			
First Name			
Middle Name			
Last Name			
Address			
City		State	
Country		PIN	
Telephone No.		Fax No.	
E-Mail ID			
Relationship with BO (If any)			
Date of birth (If nominee is a minor)			

As the nominee is a minor as on date, I/We appoint following person to act as Guardian :

First Name			
Middle Name			
Last Name			
Address			
City		State	
Country		PIN	
Age			

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.

This nomination is in accordance with the **section 109 A of the Companies Act, 1956**, and shall supersede any prior nomination made by me / us and also any testamentary document executed by me / us

Place : _____

Date : _____

	First / Sole Holder	Second Holder	Third Holder
Name			
Signature	X		

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

Details of the Witness		
	First Witness	Second Witness
Name of Witness		
Address of Witness		
Signature of Witness		

(To be filled by DP)

Nomination Form accepted and registered wide Registration No. _____ dated _____

For Depository Participant
(Authorised Signatory)

----- Please Tear here -----

Acknowledgement Receipt

Received nomination Form request from :

DP ID	1	2	0	1	2	5	0	0	Client ID								
Name																	
Address																	
Nomination in favour of																	
No Nomination	<input type="checkbox"/> Does not wish to nominate																
Registration No.									Registered on	D	D	M	M	Y	Y	Y	Y

Depository Participant Seal and Signature