

## **Rights & Obligations of Beneficial Owner and Depository Participant as prescribed by SEBI & Depositories**

### **General Clause**

1. The Beneficial Owner and the Depository participant (DP) shall be bound by the provisions of the Depositories Act, 1996, SEBI (Depositories and Participants) Regulations, 1996, Rules and Regulations of Securities and Exchange Board of India (SEBI), Circulars / Notifications / Guidelines issued there under, Bye Laws and Business Rules/Operating Instructions issued by the Depositories and relevant notifications of Government Authorities as may be in force from time to time.
2. The DP shall open/activate demat account of a beneficial owner in the depository system only after receipt of complete Account opening form, KYC and supporting documents as specified by SEBI from time to time.

### **Beneficial Owner information**

3. The DP shall maintain all the details of the beneficial owner(s) as mentioned in the account opening form, supporting documents submitted by them and/or any other information pertaining to the beneficial owner confidentially and shall not disclose the same to any person except as required by any statutory, legal or regulatory authority in this regard.
4. The Beneficial Owner shall immediately notify the DP in writing, if there is any change in details provided in the account opening form as submitted to the DP at the time of opening the demat account or furnished to the DP from time to time.

### **Fees/Charges/Tariff**

5. The Beneficial Owner shall pay such charges to the DP for the purpose of holding and transfer of securities in dematerialized form and for availing depository services as may be agreed to from time to time between the DP and the Beneficial Owner as set out in the Tariff Sheet provided by the DP. It may be informed to the Beneficial Owner that "no charges are payable for opening of demat accounts"
6. In case of Basic Services Demat Accounts, the DP shall adhere to the charge structure as laid down under the relevant SEBI and/or Depository circulars/directions/notifications issued from time to time.
7. The DP shall not increase any charges/tariff agreed upon unless it has given a notice in writing of not less than thirty days to the Beneficial Owner regarding the same.

### **Dematerialization**

8. The Beneficial Owner shall have the right to get the securities, which have been admitted on the Depositories, dematerialized in the form and manner laid down under the Bye Laws, Business Rules and Operating Instructions of the depositories.

### **Separate Accounts**

9. The DP shall open separate accounts in the name of each of the beneficial owners and securities of each beneficial owner shall be segregated and shall not be mixed up with the securities of other beneficial owners and/or DP's own securities held in dematerialized form.
10. The DP shall not facilitate the Beneficial Owner to create or permit any pledge and /or hypothecation or any other interest or encumbrance over all or any of such securities submitted for dematerialization and/or held in demat account except in the form and manner prescribed in the Depositories Act, 1996, SEBI (Depositories and Participants) Regulations, 1996 and Bye-Laws/Operating Instructions/Business Rules of the Depositories.

### **Transfer of Securities**

11. The DP shall effect transfer to and from the demat accounts of the Beneficial Owner only on the basis of an order, instruction, direction or mandate duly authorized by the Beneficial Owner and the DP shall maintain the original documents and the audit trail of such authorizations.
12. The Beneficial Owner reserves the right to give standing instructions with regard to the crediting of securities in his demat account and the DP shall act according to such instructions.
13. The stock broker / stock broker and depository participant shall not directly / indirectly compel the clients to execute Power of Attorney (PoA) or Demat Debit and Pledge Instruction (DDPI) or deny services to the client if the client refuses to execute PoA or DDPI.

### **Statement of account**

14. The DP shall provide statements of accounts to the beneficial owner in such form and manner and at such time as agreed with the Beneficial Owner and as specified by SEBI/depository in this regard.
15. However, if there is no transaction in the demat account, or if the balance has become Nil during the year, the DP shall send one physical statement of holding annually to such BOs and shall resume sending the transaction statement as and when there is a transaction in the account.
16. The DP may provide the services of issuing the statement of demat accounts in an electronic mode if the Beneficial Owner so desires. The DP will furnish to the Beneficial Owner the statement of demat accounts under its digital signature, as governed under the Information Technology Act, 2000. However if the DP does not have the facility of providing the statement of demat account in the electronic mode, then the Participant shall be obliged to forward the statement of demat accounts in physical form.
17. In case of Basic Services Demat Accounts, the DP shall send the transaction statements as mandated by SEBI and/or Depository from time to time.

### **Manner of Closure of Demat account**

18. The DP shall have the right to close the demat account of the Beneficial Owner, for any reasons whatsoever, provided the DP has given a notice in writing of not less than thirty days to the Beneficial Owner as well as to the Depository. Similarly, the Beneficial Owner shall have the right to close his/her demat account held with the DP provided no charges are payable by him/her to the DP. In such an event, the Beneficial Owner shall specify whether the balances in their demat account should be transferred to another demat account of the Beneficial Owner held with another DP or to rematerialize the security balances held.
19. Based on the instructions of the Beneficial Owner, the DP shall initiate the procedure for transferring such security balances or rematerialize such security balances within a period of thirty days as per procedure specified from time to time by the depository. Provided further, closure of demat account shall not affect the rights, liabilities and obligations of either the Beneficial Owner or the DP and shall continue to bind the parties to their satisfactory completion.

#### **Default in payment of charges**

20. In event of Beneficial Owner committing a default in the payment of any amount provided in Clause 5 & 6 within a period of thirty days from the date of demand, without prejudice to the right of the DP to close the demat account of the Beneficial Owner, the DP may charge interest at a rate as specified by the Depository from time to time for the period of such default.

21. In case the Beneficial Owner has failed to make the payment of any of the amounts as provided in Clause 5&6 specified above, the DP after giving two days notice to the Beneficial Owner shall have the right to stop processing of instructions of the Beneficial Owner till such time he makes the payment along with interest, if any.

#### **Liability of the Depository**

22. As per Section 16 of Depositories Act, 1996, 1) Without prejudice to the provisions of any other law for the time being in force, any loss caused to the beneficial owner due to the negligence of the depository or the participant, the depository shall indemnify such beneficial owner.

2) Where the loss due to the negligence of the participant under Clause (1) above, is indemnified by the depository, the depository shall have the right to recover the same from such participant.

#### **Freezing/ Defreezing of accounts**

23. The Beneficial Owner may exercise the right to freeze/defreeze his/her demat account maintained with the DP in accordance with the procedure and subject to the restrictions laid down under the Bye Laws and Business Rules/Operating Instructions.

24. The DP or the Depository shall have the right to freeze/defreeze the accounts of the Beneficial Owners on receipt of instructions received from any regulator or court or any statutory authority.

#### **Redressal of Investor grievance**

25. The DP shall redress all grievances of the Beneficial Owner against the DP within a period of thirty days from the date of receipt of the complaint.

#### **Authorized representative**

26. If the Beneficial Owner is a body corporate or a legal entity, it shall, along with the account opening form, furnish to the DP, a list of officials authorized by it, who shall represent and interact on its behalf with the Participant. Any change in such list including additions, deletions or alterations thereto shall be forthwith communicated to the Participant.

#### **Law and Jurisdiction**

27. In addition to the specific rights set out in this document, the DP and the Beneficial owner shall be entitled to exercise any other rights which the DP or the Beneficial Owner may have under the Rules, Bye Laws and Regulations of the respective Depository in which the demat account is opened and circulars/notices issued there under or Rules and Regulations of SEBI.

28. The provisions of this document shall always be subject to Government notification, any rules, regulations, guidelines and circulars/ notices issued by SEBI and Rules, Regulations and Bye-laws of the relevant Depository, where the Beneficial Owner maintains his/ her account, that may be in force from time to time.

29. The Beneficial Owner and the DP shall abide by the arbitration and conciliation procedure prescribed under the Bye-laws of the depository and that such procedure shall be applicable to any disputes between the DP and the Beneficial Owner.

30. Words and expressions which are used in this document but which are not defined herein shall unless the context otherwise requires, have the same meanings as assigned thereto in the Rules, Bye-laws and Regulations and circulars/notices issued there under by the depository and /or SEBI

31. Any changes in the rights and obligations which are specified by SEBI/Depositories shall also be brought to the notice of the clients at once.

32. If the rights and obligations of the parties hereto are altered by virtue of change in Rules and regulations of SEBI or Bye-laws, Rules and Regulations of the relevant Depository, where the Beneficial Owner maintains his/her account, such changes shall be deemed to have been incorporated herein in modification of the rights and obligations of the parties mentioned in this document.

**DEPOSITORY CHARGES**

Sr. No.	Types of charges (Demat Charges)	Revised charges w.e.f. 01.09.2024
1	A/C opening Charges	NIL
2	Annual Maintenance Charges (AMC)	<p><b>General customer:</b>  <b>For individuals:</b> First year free for new accounts.  <b>From second year onwards</b> Rs. 500/- p.a. + GST  <b>For Non-Individual:</b> Rs. 700/- + GST (as applicable)</p> <p><b>For staff/Ex-staff:</b> 50% concession in AMC, provided first name of the a/c holder is of staff/Ex-staff member and that also in one Demat a/c only.</p> <p><b>BSDA customers:</b>  <b>For Individuals</b> - First year free for new accounts  Thereafter no AMC to be levied if the value of holding is up to ₹4,00,000/-  AMC will be charged at ₹100/- plus GST only for the value of holding from ₹4,00,001/- up to ₹10,00,000/-.</p>
3	Dematerialisation of Shares	Rs.5.00/- per certificate with min. Rs. 50/- + GST + actual postage
4	Rematerialisation	<p><b>NSDL Demat account:</b></p> <ul style="list-style-type: none"> <li>Rs. 10/- + GST + actual postage for every hundred securities or part hereof subject to maximum fee of Rs. 5,00,000/- or a flat fee of Rs. 10/- + GST + actual postage per certificate whichever is higher.</li> </ul> <p><b>CDSL Demat account:</b></p> <ul style="list-style-type: none"> <li>Rs. 30/- + GST + actual postage per certificate</li> </ul>
5	Transaction charges	<p><b>General customers:</b></p> <ul style="list-style-type: none"> <li>0.04% of market value subject to minimum Rs. 20/- + GST per transaction.</li> <li>For Debt instruments and commercial papers 0.03% of market value subject to minimum Rs. 20/- + GST per transaction.</li> </ul> <p><b>BCML customers (In Addition to Brokerage Charges):</b></p> <ul style="list-style-type: none"> <li>Transaction charges at Rs. 15/- + GST per debit instruction</li> </ul>
6	KYC Registering Agency Charges (KRA Charges)	<ul style="list-style-type: none"> <li>KRA charges @ Rs. 40/- + GST plus actual postage for new KYC data to be uploaded.</li> <li>KRA charges @ Rs. 40/- + GST per download will be applied.</li> <li>For modification in KRA of the existing client - KRA charges @ Rs. 30/- + GST (as applicable) plus actual postage charges</li> </ul>
7	<ul style="list-style-type: none"> <li>Pledge Creation</li> <li>Pledge Creation Confirmation</li> </ul>	<ul style="list-style-type: none"> <li>Rs. 100/- Plus GST (as applicable) per ISIN per request</li> <li>Rs. 100/- Plus GST (as applicable) per ISIN per request</li> </ul>
8	Pledge Closure & Confirmation	NIL
9	Pledge Invocation	Rs. 100/- + GST per ISIN per request
10	Failed Instruction charges	NIL
11	Other charges	<ul style="list-style-type: none"> <li>Additional A/c statement Rs. 5/- + GST per request.</li> <li>Sign verification or any other certificate &amp; freeze/unfreeze Rs. 50/- + GST per request.</li> <li>DIS booklet of 10 leaves free of cost at the time of a/c opening and thereafter subsequent DIS will be issued @Rs. 20/- + GST per booklet of 10 leaves for General customer.</li> <li>Two DIS slips only will be issued at the time of account opening to BSDA customer.</li> <li>Changes of address/ECS Rs. 30/- + GST per request</li> </ul>

12	Overdue charges	Interest @13% p.a. + GST will be payable for payment of services charges after due date
13	Transfer of securities from one DP to another DP consequent to account closure	Consequent to closure of account, no charges to be levied, when beneficiary owner (BO) transfers all the securities lying in this account to another Branch of the same DP or to DP of the same depository or another depository, provided the BO accounts at transferee DP and at transferor DP are one and the same i.e. identical in all respects.
14	Other terms & condition	<ul style="list-style-type: none"> <li>• AMC will be recovered upfront on monthly prorate basis in new accounts and thereafter on 1<sup>st</sup> April every year.</li> <li>• Refund of AMC on closure of Demat account will be on quarterly basis e.g. if account is closed in the month of July, refund of AMC will be applicable for remaining two quarters i.e. December &amp; March of the financial year.</li> <li>• The services not listed above will be charged separately.</li> <li>• All the above charges are applicable uniformly to individuals, Non-individual except that AMC are different for individuals &amp; Non-individuals.</li> <li>• The charges are subject to revision from time to time at Bank's discretion</li> </ul>
15	Statutory Charges at the time of Account Opening	NIL
16	Advance/Deposit	NIL

Note: We reserve the right to revise the tariff structure from time to time, with notice of 30 days. The notice may be given by ordinary post, email or published on our website. SGST of 9% and IGST of 9% totaling to 18% will be applicable on brokerage + transaction charges • Service Tax (ST), Securities Transaction Tax (STT), SEBI Turnover Charges, Transaction Charges and stamp duty will be charged in addition to brokerage as per Govt / Regulatory requirements. \* Minimum brokerage will be applicable per script.

\*Script below Rs. 50 in price, will be charged a minimum brokerage of Rs. 0.05 per share.