

# Demat Account Opening Form

(For Non-Individuals only)

**Know Your Client (KYC) Application Form (For Non-Individuals Only)**

Kotak Infinity, 6th Floor, Building No. 21, Infinity Park, Off Western Express Highway, Malad (E), Mumbai - 400 097.

**Please fill in ENGLISH and in BLOCK LETTERS with black ink**

<b>A. Identity Details (Please see guidelines overleaf)</b>	
<b>1. Name of the Applicant</b> (Please write complete name as per Certificate of Incorporation / Registration; leaving one box blank between 2 words. Please do not abbreviate the Name). _____ _____	PHOTOGRAPH  Please affix the recent passport size photograph and sign across it
<b>2. Date of Incorporation</b> DD / MM / YYYY <b>Place of Incorporation</b> _____	
<b>3. Registration No. (e.g.) CIN</b> _____ <b>Date of commencement of business</b> DD / MM / YYYY	
<b>4. Status</b> Please tick (✓) <input type="checkbox"/> Private Limited Co. <input type="checkbox"/> Public Ltd. Co. <input type="checkbox"/> Body Corporate <input type="checkbox"/> Partnership <input type="checkbox"/> Trust <input type="checkbox"/> Charities <input type="checkbox"/> NGO's <input type="checkbox"/> FI <input type="checkbox"/> FII <input type="checkbox"/> HUF <input type="checkbox"/> AOP <input type="checkbox"/> Bank <input type="checkbox"/> Government Body <input type="checkbox"/> Non-Government Organisation <input type="checkbox"/> Defence Establishment <input type="checkbox"/> Body of Individuals <input type="checkbox"/> Society <input type="checkbox"/> LLP <input type="checkbox"/> Others (please specify _____)	
<b>5. Permanent Account Number (PAN) (MANDATORY)</b> _____ (Please enclose a duly attested copy of PAN Card)	

<b>B. Address Details (Please see guidelines overleaf)</b>	
<b>1. Address for Correspondence:</b>	
_____ _____ _____ City/Town/Village _____ Pin Code _____ State _____ Country _____	
<b>2. Contact Details</b>	
Tel.(Off.)    ISD    STD    _____    Tel.(Res.)    ISD    STD    _____ Mobile    ISD    STD    _____    Fax    ISD    STD    _____ E-mail Id.    _____	
<b>3. Proof of address to be provided by Applicant. Please submit ANY ONE of the following valid documents &amp; tick (3) against the document attached.</b> <input type="checkbox"/> *Latest Telephone Bill (only Land Line) <input type="checkbox"/> *Latest Electricity Bill <input type="checkbox"/> *Latest Bank Account Statement <input type="checkbox"/> Registered Lease / Sale Agreement of Office Premises <input type="checkbox"/> Any other proof of address document (as listed overleaf) (please specify _____) *Not more than 3 months old. <b>Validity / Expiry date of proof of address submitted</b> DD / MM / YYYY	
<b>4. Registered Address (if different from above)</b> _____ _____ _____ City/Town/Village _____ Pin Code _____ State _____ Country _____	
<b>5. Proof of address to be provided by Applicant. Please submit ANY ONE of the following valid documents &amp; tick (✓) against the document attached.</b> <input type="checkbox"/> *Latest Telephone Bill (only Land Line) <input type="checkbox"/> *Latest Electricity Bill <input type="checkbox"/> *Latest Bank Account Statement <input type="checkbox"/> Registered Lease / Sale Agreement of Office Premises <input type="checkbox"/> Any other proof of address document (as listed overleaf) (please specify _____) *Not more than 3 months old. <b>Validity / Expiry date of proof of address submitted</b> DD / MM / YYYY	

<b>C. New Other Details (Please see guidelines overleaf)</b>	
<b>1. Gross Annual Income Details</b> Please tick (✓) <input type="checkbox"/> Below ₹ 1 Lac <input type="checkbox"/> ₹ 1-5 Lac <input type="checkbox"/> ₹ 5-10 Lac <input type="checkbox"/> ₹ 10-25 Lac <input type="checkbox"/> ₹ 25 Lac <input type="checkbox"/> ₹ 25 Lacs - ₹ 1 Crore <input type="checkbox"/> > ₹ 1 Crore	
<b>2. Net-worth in ₹</b> _____ <b>as on (date)</b> DD / MM / YYYY	
<b>3. Name, PAN, DIN/UID, residential address and photographs of Promoters/Partners/Karta/Trustees/whole time directors:</b> (Please use the Annexure to fill in the details)	
<b>4. Is the entity involved/providing any of the following services</b> <input type="checkbox"/> YES <input type="checkbox"/> NO - For Foreign Exchange / Money Changer Services <input type="checkbox"/> YES <input type="checkbox"/> NO    - Gaming / Gambling / Lottery Services (e.g. casinos, betting syndicates) <input type="checkbox"/> YES <input type="checkbox"/> NO - Money Lending / Pawning <input type="checkbox"/> YES <input type="checkbox"/> NO	
<b>5. Any other information:</b> _____	

<b>DECLARATION</b>	<b>NAME &amp; SIGNATURE(S) OF AUTHORISED PERSON(S)</b>	
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 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. Place: _____ Date: _____		

<b>FOR OFFICE USE ONLY</b>	
<input type="checkbox"/> (Original Verified) Self Certified Document copies received <input type="checkbox"/> (Attested) True copies of documents received	
For Kotak Mahindra Bank Ltd. (with Bank Seal / Stamp)	
Employee Name _____	Date _____
Employee Designation _____	Employee Code _____ Employee Signature _____

## INSTRUCTIONS/CHECK LIST FOR FILLING KYC FORM

### A. IMPORTANT POINTS:

1. Self attested copy of PAN card is mandatory for all clients, including Promoters/Partners/Karta/Trustees and whole time directors and persons authorized to deal in securities on behalf of company/firm/others.
2. Copies of all the documents submitted by the applicant should be self-attested and accompanied by originals for verification. In case the original of any document is not produced for verification, then the copies should be properly attested by entities authorized for attesting the documents, as per the below mentioned list.
3. If any proof of identity or address is in a foreign language, then translation into English is required.
4. Name & address of the applicant mentioned on the KYC form, should match with the documentary proof submitted.
5. If correspondence & permanent address are different, then proofs for both have to be submitted.
6. Sole proprietor must make the application in his individual name & capacity.
7. For non-residents and foreign nationals, (allowed to trade subject to RBI and FEMA guidelines), copy of passport/PIO Card/OCI Card and overseas address proof is mandatory.
8. For foreign entities, CIN is optional; and in the absence of DIN no. for the directors, their passport copy should be given.
9. In case of Merchant Navy NRI's, Mariner's declaration or certified copy of CDC (Continuous Discharge Certificate) is to be submitted.
10. For opening an account with Depository participant or Mutual Fund, for a minor, photocopy of the School Leaving Certificate/Mark sheet issued by Higher Secondary Board/Passport of Minor/Birth Certificate must be provided.
11. Politically Exposed Persons (PEP) are defined as individuals who are or have been entrusted with prominent public functions in a foreign country, e.g., Heads of States or of Governments, senior politicians, senior Government/judicial/military officers, senior executives of state owned corporations, important political party officials, etc.

### B. PROOF OF IDENTITY (POI): - List of documents admissible as Proof of Identity:

1. Unique Identification Number (UID) (Aadhaar) / Passport / Voter ID Card / Driving License
2. PAN card with photograph.
3. Identity card / document with applicant's Photo, Issued by any of the following: Centrals/State Government and its Departments, Statutory/Regulatory Authorities, Public Sector Undertakings, Scheduled Commercial Banks, Public Financial Institutions, Colleges affiliated to Universities, Professional Bodies such as ICAI, ICWAI, ICSI, Bar Council etc., to their Members; and Credit Cards/Debit Cards issued by Banks.

### C. PROOF OF ADDRESS (POA):- List of documents admissible as Proof of Address: (\*Documents having an expiry date should be valid on the date of submission)

1. Passport/Voters Identity Card/Ration Card/Registered Lease or Sale

Agreement of Residence/Driving License/Flat Maintenance bill/ Insurance Copy.

2. Utility bills like Telephone Bill (only land line), Electricity bill or Gas bill Not more than 3 months old.
3. Bank Account Statement/Passbook – Note more than 3 months old.
4. Self-declaration by High Court and Supreme Court judges, giving the new address in respect of their own accounts.
5. Proof of address issued by any of the following: Bank Managers of Scheduled Commercial Banks/Scheduled Co-operative Bank/Multinational Foreign Banks/Gazetted Officer/Notary public/Elected representatives to the Legislative Assembly/ Parliament/Documents issued by any Govt. or Statutory Authority.
6. Identity card/document with address, issued by any of the following: Central/State Government and its Departments, Statutory/Regulatory Authorities, Public Sector Undertakings, Scheduled Commercial Banks, Public Financial Institutions, Colleges affiliated to Universities and Professional Bodies such as ICAI, ICWAI, ICSI, Bar Council etc., to their Members.
7. For FI/sub account, Power of Attorney given by FI/sub-account to the Custodians (which are duly notarized and/or apostilled or consularized) that gives the registered address should be taken.
8. The proof of address in the name of the spouse may be accepted.

### D. EXEMPTIONS/CLARIFICATIONS TO PAN (\*Sufficient documentary evidence in support of such claims to be collected.)

1. In case of transactions undertaken on behalf of Central Government and/ or State Government and by officials appointed by Courts e.g. Official liquidator, Court receiver etc.
2. Investors residing in the state of Sikkim.
3. UN entities/multilateral agencies exempt from paying taxes/filing tax returns in India.
4. SIP of Mutual Funds upto Rs. 50,000/- p.a.
5. In case of institutional clients, namely, FIs, MFs, VCFs, FVCIs, Scheduled Commercial Banks, Multilateral and Bilateral Development Financial Institutions, State Industrial Development Corporations, Insurance Companies registered with IRDA and Public Financial Institution as defined under section 4A of the Companies Act, 1956, Custodians shall verify the PAN card details with the original PAN card and provide duly certified copies of such verified PAN details to the intermediary.

### E. LIST OF PEOPLE AUTHORIZED TO ATTEST THE DOCUMENTS:

1. Notary Public, Gazetted Officer, Manager of a Scheduled Commercial/ Co-operative Bank or Multinational Foreign Banks (Name, Designation \* Seal should be affixed of the copy).
2. In case of NRIs, authorized officials of overseas branches of Scheduled Commercial Banks registered in India, Notary Public, Court Magistrate, Judge, Indian Embassy/Consulate General in the country where the client resides are permitted to attest the documents.

### F. In case on Non-Individuals, additional documents to be obtained from non-individuals, over & above the POI & POA, as mentioned below:

Types of entity	Documentary requirements
<b>Corporate</b>	<ul style="list-style-type: none"> <li>• Copy of the balance sheets for the last 2 financial years (to be submitted every year).</li> <li>• Copy of latest share holding pattern including list of all those holding control, either directly or indirectly, in the company in terms of SEBI takeover Regulations, duly certified by the company secretary/Whole time director/MD (to be submitted every year).</li> <li>• Photograph, POI, POA, PAN and DIN numbers of whole time directors/two directors in charge of day to day operations.</li> <li>• Photograph, POI, POA, PAN of individual promoters holding control – either directly or indirectly.</li> <li>• Copies of the Memorandum and Articles of Association and certificate of incorporation.</li> <li>• Copy of the Board Resolution for investment in securities market.</li> <li>• Authorised signatories list with specimen signatures.</li> </ul>
<b>Partnership firm</b>	<ul style="list-style-type: none"> <li>• Copy of the balance sheets for the last 2 financial years (to be submitted every year).</li> <li>• Certificate of registration (for registered partnership firms only).</li> <li>• Copy of partnership deed.</li> <li>• Authorised signatories list with specimen signatures.</li> <li>• Photograph, POI, POA, PAN of Partners.</li> </ul>
<b>Trust</b>	<ul style="list-style-type: none"> <li>• Copy of the balance sheets for the last 2 financial years (to be submitted every year).</li> <li>• Certificate of registration (for registered trust only).</li> <li>• Copy of trust deed.</li> <li>• List of trustees certified by managing trustees/CA.</li> <li>• Photograph, POI, POA, PAN of Trustees.</li> </ul>
<b>HUF</b>	<ul style="list-style-type: none"> <li>• PAN of HUF.</li> <li>• Deed of declaration of HUF/List of coparceners.</li> <li>• Bank pass-book/bank statement in the name of HUF.</li> <li>• Photograph, POI, POA, PAN of Karta.</li> </ul>
<b>Unincorporated Association or a body of individuals</b>	<ul style="list-style-type: none"> <li>• Proof of Existence/Constitution document.</li> <li>• Resolution of the managing body &amp; Power of Attorney granted to transact business on its behalf.</li> <li>• Authorized signatories list with specimen signatures.</li> </ul>
<b>Bank/Institutional Investors</b>	<ul style="list-style-type: none"> <li>• Copy of the constitution/registration or annual report/balance sheet for the last 2 financial years.</li> <li>• Authorized signatories list with specimen signatures.</li> </ul>
<b>Foreign Institutional Investors (FII)</b>	<ul style="list-style-type: none"> <li>• Copy of SEBI registration certificate.</li> <li>• Authorized signatories list with specimen signatures.</li> </ul>
<b>Army/Government Bodies</b>	<ul style="list-style-type: none"> <li>• Self-certification on letterhead.</li> <li>• Authorized signatories list with specimen signatures.</li> </ul>
<b>Registered Society</b>	<ul style="list-style-type: none"> <li>• Copy of Registration Certificate under Societies Registration Act.</li> <li>• List of Managing Committee members.</li> <li>• Committee resolution for persons authorized to act as authorized signatories with specimen signatures.</li> <li>• True copy of Society Rules and Bye Laws certified by the Chairman/Secretary.</li> </ul>

**Please Submit the KYC Documents on A4 Size Paper Only.**

Details of Promoters/Partners/Karta/Trustees and whole time directors forming a part of Know Your Client (KYC) Application Form for Non-Individuals

Name of Applicant \_\_\_\_\_ PAN of the Applicant

Sr. No.	PAN	Name	DIN / UID	Residential / Registered Address	Relationship with Applicant (i.e. promoters, whole time directors etc.)	Whether Politically Exposed	Photograph
						<input type="checkbox"/> PEP <input type="checkbox"/> RPEP <input type="checkbox"/> NO	
						<input type="checkbox"/> PEP <input type="checkbox"/> RPEP <input type="checkbox"/> NO	
						<input type="checkbox"/> PEP <input type="checkbox"/> RPEP <input type="checkbox"/> NO	
						<input type="checkbox"/> PEP <input type="checkbox"/> RPEP <input type="checkbox"/> NO	
						<input type="checkbox"/> PEP <input type="checkbox"/> RPEP <input type="checkbox"/> NO	

PEP: Politically Exposed Person RPEP: Related to Politically Exposed Person

Name & Signature of the Authorised Signatory(ies) \_\_\_\_\_

Date:  /  /

For <b>Kotak Mahindra Bank Limited</b> (with Bank Seal / Stamp)		
Employee Name _____	Employee Code _____	Employee Designation _____
In-Person Verification done <input type="checkbox"/> on <input type="text"/> <input type="text"/> <input type="text"/> / <input type="text"/> <input type="text"/> <input type="text"/> / <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>		Place of verification _____
Employee Signature _____		

## PART II – ACCOUNT OPENING FORM (FOR NON-INDIVIDUALS)

Kotak Infinity, 6th Floor, Building No. 21, Infinity Park, Off Western Express Highway, Malad (E), Mumbai - 400 097.

**DP ID : IN302814**
**Client – ID** (To be filled by Participant) 

 We request you to open a depository account in our name as per the following details:  
 (Please fill all the details in CAPITAL LETTERS only)

 Date  /  / 
**A) Details of Account holder(s):**

	Name	PAN
Sole/First Holder	<input type="text"/>	<input type="text"/>
Second Holder	<input type="text"/>	<input type="text"/>
Third Holder	<input type="text"/>	<input type="text"/>

**B) Type of account**

- |   |                                      |   |
|---|--------------------------------------|---|
| <input type="checkbox"/> Body Corporate             | <input type="checkbox"/> FI          | <input type="checkbox"/> FII                          |
| <input type="checkbox"/> Qualified Foreign Investor | <input type="checkbox"/> Mutual Fund | <input type="checkbox"/> Trust                        |
| <input type="checkbox"/> Bank                       | <input type="checkbox"/> CM          | <input type="checkbox"/> Other (Please specify) _____ |

**C) For HUF, Partnership Firm, Unregistered Trust, Association of Persons (AOP) etc., although the account is opened in the name of the karta, partner(s), trustee(es) etc., the name & PAN of the HUF, Partnership Firm, Unregistered Trust, Association of Persons (AOP) etc., should be mentioned below:**

 a) Name  b) PAN 
**D) In case of FIIs/Others (as may be applicable)**

 RBI Approval Reference Number \_\_\_\_\_  
 RBI Approval date  /  /   
 SEBI Registration Number (for FIIs) \_\_\_\_\_

**E) Bank details**

1. Bank account type  Savings Account  Current Account  Others (Please specify) \_\_\_\_\_
2. Bank Account Number
3. Bank Name
4. Branch Address   
 City/town/village  PIN Code   
 State  Country
5. MICR Code  6. IFSC

**F) Clearing Member Details** (to be filled up by Clearing Members only)

1.	Name of Stock Exchange	<input type="text"/>
2.	Name of Clearing Corporation / Clearing House	<input type="text"/>
3.	Clearing Member ID	<input type="text"/>
4.	SEBI Registration Number	<input type="text"/>
5.	Trade Name	<input type="text"/>
6.	CM-BP-ID (to be filled up by Participant)	<input type="text"/>

**G) Standing Instructions**

1.	I/We authorise you to receive credits automatically into our account.	<input type="checkbox"/> Yes <input type="checkbox"/> No		
2.	Account to be operated through Power of Attorney (PoA)	<input type="checkbox"/> Yes <input type="checkbox"/> No		
3.	SMS Alert facility:			
	Sr. No.	Holder	Yes	No
	1.	Sole/First Holder <input type="text"/>	<input type="checkbox"/>	<input type="checkbox"/>
	2.	Second Holder <input type="text"/>	<input type="checkbox"/>	<input type="checkbox"/>
	3.	Third Holder <input type="text"/>	<input type="checkbox"/>	<input type="checkbox"/>

**Debit Authorisation**

I/We authorise you to debit my/our current/savings account number  towards the service charges for this demat account.

**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 to 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 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. I/We have read and understood the Terms and Conditions the opening of an account with Kotak Mahindra Bank Ltd. I/We accept and agree to be bound by the said Terms and Conditions including those excluding/limiting the Bank's liability. I/We consent to make available view and/or enquiry rights on Net Banking and Phone Banking available to all the account holder(s).

**Authorised Signatories** (Enclose a Board Resolution for Authorised Signatories)

Sole/First Holder	Name	Signature(s)
First Signatory		
Second Signatory		
Third Signatory		

**Other Holders**

Second Holder		
Third Holder		

**Mode of Operation for Sole/First Holder** (In case of joint holdings, all the holders must sign)

<input type="checkbox"/> Any one singly	
<input type="checkbox"/> Jointly by	
<input type="checkbox"/> As per resolution	
<input type="checkbox"/> Others (please specify)	

**Notes:**

- In case of additional signatures, separate annexures should be attached to the application form.
- 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.
- Strike off whichever is not applicable.

**For Bank Use Only**

Branch _____	CPC _____
Account Sourcing Date _____	Checked by _____
Source Code _____	Authorized by _____
Lead Generator Code _____	Activation by _____
Lead Converter Code _____	
RM Code _____	

----- Acknowledgement -----

DP ID : IN302814

**Kotak Mahindra Bank Limited**

Kotak Infinity, 6th Floor, Building No. 21, Infinity Park, Off Western Express Highway, Malad (E), Mumbai-400097

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. Your Client Id will be intimated to you shortly. Please quote the DP Id & Client Id allotted to you in all your future correspondence.

Date :  /  /

\_\_\_\_\_  
Participant Stamp & Signature

**Agreement between the Depository Participant and the person 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 KOTAK MAHINDRA BANK LIMITED situated at Kotak Infinity, Building No. 21, Infinity Park, Off Western Express Highway, Goregaon Mulund Link Road, Malad (E), Mumbai-400097. (hereinafter called "the Depository Participant")

**WITNESSETH**

WHEREAS the Client's has/have 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/s, both the parties to the agreement hereby covenant and agree as follows:-

1. The Client/s shall pay the charges to the Depository Participant for the purpose of opening and maintaining his account, for carrying out the instructions of the Client/s and for rendering such other services as may be agreed to from time to time between the Depository Participant and the Client/s 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/s.
2. The Client/s 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/s.
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 authorisation.
5. The Depository Participant agrees that the Client/s 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 statement of accounts including transaction statement and holdings statement to the Client at monthly intervals and to the Clients opting for Basic Services Demat Account at quarterly 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 on an annual basis.
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 may 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 Depository 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 stop processing of instructions of the client 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 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/s in any manner towards losses, liabilities and expenses arising from the claims of third parties and from taxes and other government charges in respect of securities credited to the Client/s account.
13. The Client/s 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 Bye Laws and Business Rules.
14. The Client/s may exercise the right to defreeze his account maintained with the Depository Participant in accordance with the procedures and subject to the restrictions laid down under the Bye Laws and Business Rules.
15. The Client/s shall notify the Depository Participant, 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/s against the Depository Participant within a period of thirty days.
17. The Depository Participant and the Client/s 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/s.
18. Notwithstanding anything contained herein or in the Bye Laws or Business Rules, 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.
19. The Depository Participant and the Client/s 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 questions 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/s and the Depository Participant has caused these presents to be executed as of the day and year first above written.

Signed and delivered by

\_\_\_\_\_  
1st Applicant/Signatory

\_\_\_\_\_  
2nd Applicant/Signatory

\_\_\_\_\_  
3rd Applicant/Signatory

(For and on behalf of the Client)

\_\_\_\_\_  
Witness

(Signed and delivered by)

Name \_\_\_\_\_

Address \_\_\_\_\_

(For & on behalf of KOTAK MAHINDRA BANK LIMITED)

\_\_\_\_\_  
Witness

Name \_\_\_\_\_

Address \_\_\_\_\_

**General Demat Tariff (Schedule A)**

SERVICES	AMOUNT	MINIMUM (WHERE APPLICABLE)
Account Opening*	Free (Stamp Duty as applicable)	
Account Maintenance Charges	₹ 600 /- per annum	
<b>TRANSACTIONS</b>		
Dematerialisation	₹ 3 per Certificate, plus Rs. 50 per request	
Rematerialisation	As per NSDL Charges	₹ 15 per request
Market Sell Transaction	0.04% of transaction value	₹ 27* per transaction
Off Market Sell Transaction	0.04% of transaction value	₹ 27* per transaction
Late Instruction Fees***	0.05% of transaction value	₹ 35* per transaction
Inter-Depository Sell Transaction	0.04% of transaction value	₹ 27* per transaction
Debt and ETF transactions	0.02% market value (Max of Rs 5000/- per transaction)	
<b>PLEDGE</b>		
Pledge creation/Closure/Confirmation	0.05% of transaction value	₹ 30* per transaction
Pledge Invocation	0.04% of transaction value	₹ 30* per transaction
Others		
Service Tax	As per prevailing rate (subject to change, as prescribed by Tax Authorities from time to time)	

\* Statutory charges per transaction would be payable separately at actuals, as levied by NSDL

\*\* Account Holder(s) having Banking relationships with Kotak Mahindra Bank Ltd. will provide a debit authorisation for the recovery of Demat service charges. Account Holder(s) having a Demat relationship only will be required to pay an advance fee of Rs. 3000/- for each Demat Account which will be used to adjust the Demat service charges. The account holder(s) will further undertake to maintain a minimum balance of ₹1000/- at all times.

\*\*\*All market instructions for transfer must be received latest by 4.00 pm on the working day prior to the pay-in day as per SEBI issued guidelines. All off-market instructions for transfer must be received at least 1 day before the execution date. Late instructions would be accepted at the account holder's sole risk and responsibility and will invite additional charges as specified in the table above.

For calculation of charges, value of transactions considered will be as per rates provided by NSDL.

At the time of Account Closure, Account Maintenance charges shall be refunded for the balance quarters.

The Bank reserves the right to freeze Demat account for debit transactions. In case account holder(s) fail to pay service charges by due date mentioned in bills or do not maintain adequate balance in Savings/Current Account for the same as the case may be.

Bills for Demat services will be raised monthly & service tax would be charged as per prevailing rate. Charges quoted above are for the services listed. Any service not listed above will be charged separately as per Bank's policy charges are subject to revision at the Bank's sole discretion by giving 30 days notice and intimated by ordinary post.

Signature(s) \_\_\_\_\_  
with stamp of the Organisation                      First /Sole Holder                      Second Holder                      Third Holder

Date \_\_\_\_\_



