## Rights and Obligations of Beneficial Owner and Depository Participant as prescribed by SEBI and 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, 2018, 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.



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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, 2018 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.

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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 [$]**2** days as per procedure specified from time to time by the depository **[$]incase of no outstanding dues and in case of outstanding dues, shall provide 30 days notice. In case of non-payment of dues, DP shall reject the account closure request and in case the dues are cleared by BO, respective account shall be closed by DP within 2 working days of clearing the dues**. Provided further, closure of demat account shall not affect the rights, liabilities and obligations of either the **[$](BO)** 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.

25. The Joint holders are aware that in case of any Statutory Order for freezing any one joint holder, the demat account will be frozen and the other joint holders will have to obtain a specific Order for unfreezing their percentage of joint ownership by submitting the relevant documentary proof to the Order issuing authority.

**Redressal of Investor grievance**

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26. 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**

27. 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**

28. 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.

29. 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.

30. 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.

31. 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

32. 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.

33. 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.

**$Refer Communique no. CDSL/OPS/DP/POLCY/2026/354 dated May 27, 2026**

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## Additional information to be obtained along with the SARAL Account Opening Form for Resident Individuals

| Date | D | D | M | M | Y | Y | Y | Y |
|---|---|---|---|---|---|---|---|---|
| | | | | | | | | |

To be filled by the Depository Participant)

| Application No. | | Date | D | D | M | M | Y | Y | Y | Y |
|---|---|---|---|---|---|---|---|---|---|---|
| DP Internal Reference No. | | | | | | | | | | |
| DP ID | | Client ID | | | | | | | | |

**Holders Details**

| | | | |
|---|---|---|---|
| Sole / First Holder's Name | | UID | |
| Second Holder's Name | | PAN | |
| | | UCC | |
| | | Exchange Name & ID | |
| | | UID | |
| Third Holder's Name | | PAN | |
| | | UID | |

| **Name *** | _____ |
|---|---|

*In case of Firms, Association of Persons (AOP), Partnership Firm, Unregistered Trust, etc., although the account is opened in the name of the natural persons, the name of the Firm, Association of Persons (AOP), Partnership Firm, Unregistered Trust, etc., should be mentioned above.

| **Status** | **Sub – Status** |
|---|---|
| ❑ Individual | ❑ Individual Resident |

| | |
|---|---|
| I / We would like to instruct the DP to accept all the pledge instructions in my /our account without any other further instruction from my/our end (If not marked, the default option would be 'No') | ❑ Yes ❑ No |
| Account Statement Requirement | ❑ As per SEBI Regulation ❑ Daily ❑ Weekly ❑Fortnightly ❑Monthly |
| I / We request you to send Electronic Transaction-cum-Holding Statement at the email ID _____ | ❑ Yes ❑ No |
| I / We would like to share the email ID with the RTA | ❑ Yes ❑ No |
| I / We would like to receive the Annual Report ❑ Physical / ❑ Electronic / ❑ Both Physical and Electronic (Tick the applicable box. If not marked the default option would be in Physical) | |

| | |
|---|---|
| **I/ We** wish to receive dividend / interest directly in to **my** bank account as given in SARAL AOF through ECS (If not marked, the default option would be 'Yes') [ECS is mandatory for locations notified by SEBI from time to time ] | ❑ Yes ❑ No |

| | | |
|---|---|---|
| **Other Details** Gross Annual Income Details | **Income Range per annum:** ❑ Up to Rs.1,00,000 ❑ Rs 1,00,000 to Rs 5,00,000 ❑ Rs 5,00,000 to Rs 10,00,000 ❑ Rs 10,00,000 to Rs 25,00,000 ❑ More than Rs 25,00,000 | |
| | Net worth as on (Date) D D M M Y Y Y Y | Rs |
| | *[Net worth should not be older than 1 year]* | |
| Occupation | ❑ Private / Public Sector ❑ Govt. Service ❑ Business ❑ Professional ❑ Agriculture ❑ Retired ❑ Housewife ❑ Student ❑ Others (Specify) _____ | |
| Please tick , if applicable: | ❑Politically Exposed Person (PEP) | ❑ Related to Politically Exposed Person (RPEP) |
| Any other information: | | |



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| | | |
|---|---|---|
| **SMS Alert Facility** Refer to Terms & Conditions given as **Annexure - 2.4** | MOBILE NO. +91 __ __ __ __ __ __ __ __ __ __<br>[(Mandatory , if you are giving Power of Attorney ( POA)]<br>(if POA is not granted & you do not wish to avail of this facility, cancel this option). | |
| ***Easi*** | To register for ***e***asi, please visit our website www.cdslindia.com.<br>***Easi*** allows a BO to view his ISIN balances, transactions and value of the portfolio online. | |

**$I / We have received and read the Rights and Obligations document and terms & conditions and agree to abide by and be bound by the same and by the Bye Laws as are in force from time to time. I / We declare that the particulars given by me/us above are true and to the best of my/our knowledge as on the date of making this application. I/We agree and undertake to intimate the DP any change(s) in the details / Particulars mentioned by me / us in this form. I/We further agree that any false / misleading information given by me / us or suppression of any material information will render my account liable for termination and suitable action.**

| | First/Sole Holder or Guardian (in case of Minor) | Second Holder | Third Holder |
|---|---|---|---|
| **Name** | | | |
| **Signatures** | | | |

**(S*ignatures should be preferably in black ink*).**

**Nomination Details - opt in and opt out form**

**I / We hereby nominate the following person(s) who shall receive all the assets held in my / our account in the event of my / our demise, as trustee and on behalf of my / our legal heir(s)**

**Nomination Details**

| | Mandatory Details | | | | | | Additional Details **** | |
|---|---|---|---|---|---|---|---|---|
| | Name of nominee | Share of nominee (%)** | Relation ship | Postal Address | Mobile number & E-mail | Identity Number *** | D.o.B. of nominee | Guardian |
| **Nominee 1** | | | | | | | | |
| **Nominee 2** | | | | | | | | |
| **Nominee 3** | | | | | | | | |

***Joint Accounts:**

| Event | Transmission of Account |
|---|---|
| **Demise of one or more joint holder(s)** | **Surviving holder(s) through name deletion The surviving holder(s) shall inherit the assets as** |
| **Demise of all joint holders simultaneously – having nominee** | **Nominee** |
| **Demise of all joint holders simultaneously – not having nominee** | **Legal heir(s) of the youngest holder** |

**** If % is not specified, then the assets shall be distributed equally amongst all the nominees. Any odd lot after division / fraction of %, shall be transferred to the first nominee mentioned in the nomination form. (see table in 'Transmission aspects').**

***** Provide only number: PAN or Driving License or Aadhaar (last 4 digits). Copy of the document is not required. However, in case of NRI / OCI / PIO, Passport number is acceptable.**

****** to be furnished only in following conditions / circumstances:**

- **Date of Birth (DoB): please provide, only if the nominee is minor.**
- **Guardian: It is optional for you to provide, if the nominee is minor.**

**1) I / We want the details of my / our nominee to be printed in the statement of holding or statement of account, provided to me/ us by the DP as follows; (please tick, as appropriate)**



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- **Name of nominee(s)**
- **Nomination: Yes / No**

**[**

**2) Signature(s) – As per the mode of holding in demat account(s) for nomination**

| Name(s) of holder(s) | | Signature(s) of holder / | Signature of two witnesses* | Name of Witness & Address |
|---|---|---|---|---|
| Sole / First Holder (Mr./Ms.) | | | | |
| Second Holder (Mr./Ms.) | | | | |
| Third Holder (Mr./Ms.) | | | | |

*** Signature of two witness(es), along with name and address are required, if the account holder affixes thumb impression, instead of wet signature.**

**Rights, Entitlement and Obligation of the investor and nominee:**

- **You can make nomination or change nominee any number of times without any restriction.**
- **You are entitled to receive acknowledgement from the DP for each instance of providing or changing nomination.**
- **The signatories for this nomination form shall be as per mode of holding in the demat account(s) i.e.**
  - **'Either or Survivor' Accounts - any one of the holder can sign**
  - **'First holder' Accounts - only First holder can sign**
  - **'Jointly' Accounts - all holders have to sign**

**Transmission aspects**

- **DPs shall transmit the account to the nominee(s) upon receipt of 1) copy of death certificate and 2) completion / updation of KYC of the nominee(s). The nominee is not required to provide affidavits, indemnities, undertakings, attestations or notarization.**
- **In case of a joint account, for transmission to the surviving joint holder(s) by name deletion, the surviving joint holder(s) shall have the option to update residential address(es), mobile number(s), email address(es), bank account detail(s), annual income and nominee(s), either along with transmission or at a later date. The regulated entity cannot seek KYC documents at the time of transmission, unless it was sought earlier but not provided by the holder.**
- **Nominee(s) shall extend all possible co-operation to transfer the assets to the legal heir(s) of the deceased investor. In this regard, no dispute shall lie against the DP.**



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**In case of multiple nominees, the assets shall be distributed pro-rata to the surviving nominees, as illustrated below.**

| % Share as specified by investor at the time of nomination | | % assets to be apportioned to surviving nominees upon demise of investor and nominee 'A' | | | |
|---|---|---|---|---|---|
| Nominee | % share | Nominee | % initial share | % of A's share to be apportioned | Total % share |
| A | 60% | A | 0 | 0 | 0 |
| B | 30% | B | 30% | 45% | 75% |
| C | 10% | C | 10% | 15% | 25% |
| Total | 100% | - | 40% | 60% | 100% |

## Declaration Form for opting out of nomination

| Date | D | D | M | M | Y | Y | Y | Y |
|---|---|---|---|---|---|---|---|---|
| | | | | | | | | |
| DP ID | | | | | | | | |
| Demat account | | | | | | | | |

**I / We hereby confirm that I / We do not wish to appoint any nominee(s) in my our demat account and understand the issues involved in non-appointment of nominee(s) and further are aware that in case of death of all the account holder(s), my / our legal heirs would need to submit all the requisite documents / information for claiming of assets held in my demat account, which may also include documents issued by Court or other such competent authority, based on the value of assets held in the demat account.**

**Name and Signature of Holder(s)***

1. 2. 3

**Witness details***

*** Signature of witness, along with name and address are required, if the account holder affixes thumb impression, instead of signature**



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**The Depository Participant shall provide acknowledgement of the nomination form to the account holder(s)**

========== Please Tear Here) ==========

**Acknowledgement Receipt**

**Application No.:** **Date:**

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

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

**Depository Participant Seal and Signature**



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