



# Sunidhi

## Securities & Finance Limited

CDSL DP ID : 12023500 SEBI Regn. No. IN-DP-CDSL-114-2000

### Registered & Correspondence office address :

Kalpataru Inspire, Unit1, 8th Floor, Opp. Grand Hyatt Hotel, Santacruz (East), Mumbai - 400 055  
India. Tel. : (+91-22) 66771777 / 33222777 / Fax : (+91-22) 66771775 ♦ Web Site : www.sunidhi.com

**Compliance officer Name :** Mahesh Desai : Tel. : (+91-22) 66771777 / 33222777 / Fax : (+91-22) 66771775  
Email : maheshdesai@sunidhi.com

For any grievance/dispute please contact stock broker Sunidhi Securities & Finance Limited at the above address or  
Email Id : complaints.redressal@sunidhi.com and Tel. : (+91-22) 66771777 / 33222777 / Fax : (+91-22) 66771775  
In case not satisfied with the response, please contact the concerned Depository at  
**CDSL :** Email Id : complaints@cDSLindia.com Tel : 1800-22-5533

## ***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, 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.

### **Statement of account**

13. 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.

14. 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.
15. 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.
16. 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**

17. 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.
18. 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**

19. 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.
20. 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**

21. 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.
22. 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**

22. 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.
23. 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**

24. 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**

25. 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**

26. 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.
27. 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.
28. 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.
29. 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
30. 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.
31. 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.

## INVESTOR CHARTER FOR DEPOSITORIES AND DEPOSITORY PARTICIPANTS

Annexure A

### 1. Vision

Towards making Indian Securities Market - Transparent, Efficient, & Investor friendly by providing safe, reliable, transparent and trusted record keeping platform for investors to hold and transfer securities in dematerialized form.

### 2. Mission

- To hold securities of investors in dematerialised form and facilitate its transfer, while ensuring safekeeping of securities and protecting interest of investors.
- To provide timely and accurate information to investors with regard to their holding and transfer of securities held by them.
- To provide the highest standards of investor education, investor awareness and timely services so as to enhance Investor Protection and create awareness about Investor Rights.

### 3. Details of business transacted by the Depository and Depository Participant (DP)

A Depository is an organization which holds securities of investors in electronic form. Depositories provide services to various market participants - Exchanges, Clearing Corporations, Depository Participants (Dps), Issuers and Investors in both primary as well as secondary markets. The depository carries out its activities through its agents which are known as Depository Participants (DP). Details available on the link <https://nsdl.co.in/dpsch.php> / <https://www.cdslindia.com/DP/dplist.aspx>

### 4. Description of services provided by the Depository through Depository Participants (DP) to investors

#### (1) Basic Services

| Sr. No. | Brief about the Activity / Service                      | Expected Timelines for processing by the DP after receipt of proper documents  |
|---------|---|--|
| 1       | Dematerialization of securities                         | 7 days   |
| 2       | Rematerialization of securities                         | 7 days   |
| 3       | Mutual Fund Conversion / Destatementization             | 5 days   |
| 4       | Re-conversion / Restatementisation of Mutual fund units | 7 days   |
| 5       | Transmission of securities                              | 7 days   |
| 6       | Registering pledge request                              | 15 days  |
| 7       | Closure of demat account                                | 30 days  |
| 8       | Settlement Instruction                                  | Depositories to accept physical DIS for pay-in of securities upto 4 p.m and DIS in electronic form upto 6 p.m on T+1 day |

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(2) Depositories provide special services like pledge, hypothecation, internet based services etc. in addition to their core services and these include

| Sr. No. | Type of Activity /Service                               | Brief about the Activity / Service   |
|---------|---|--|
| 1       | Value Added Services                                    | <p>Depositories also provide value added services such as</p> <p>a) Basic Services Demat Account (BSDA)<sup>1</sup>: The facility of BSDA with limited services for eligible individuals was introduced with the objective of achieving wider financial inclusion and to encourage holding of demat accounts. No Annual Maintenance Charges (AMC) shall be levied, if the value of securities holding is upto ₹50,000. For value of holdings between ₹50,001 - ₹2,00,000, AMC not exceeding ₹100 is chargeable. In case of debt securities, there are no AMC charges for holding value upto ₹1,00,000 and a maximum of ₹100 as AMC is chargeable for value of holdings between ₹1,00,001 and ₹2,00,000.</p> <p>b) Transposition cum Dematerialisation: Client can get securities dematerialised in the same account if the names appearing on the certificates match with the names in which the account has been opened but are in a different order. The same may be done by submitting the security certificates along with the Transposition Form and Demat Request Form.</p> <p>c) Linkages with Clearing System: For actual delivery of securities to the clearing system from the selling brokers and delivery of securities from the clearing system to the buying broker.</p> <p>d) Distribution of cash and non-cash corporate benefits (Bonus, Rights, IPOs etc.)</p> |
| 2       | Consolidated Account statement (CAS)                    | CAS is issued 10 days from the end of the month (if there were transactions in the previous month) or half yearly (if no transactions).  |
| 3       | Digitalization of services provided by the depositories | <p>Depositories offer below technology solutions and e-facilities to their demat account holders through DPs:</p> <p>a) E-account Opening: Account opening through digital mode, popularly known as "On-line Account opening", wherein investor intending to open the demat</p>  |

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| Sr. No. | Type of Activity /Service | Brief about the Activity / Service  |
|---------|---------------------------|---|
|         |                           | <p>account can visit DP website, fill in the required information, submit the required documents, conduct video IPV and demat account gets opened without visiting DPs office.<br/><a href="https://ekyc.sunidhi.com/signup">https://ekyc.sunidhi.com/signup</a></p> <p>b) Online instructions for execution: internet-enabled services like Speed-e (NSDL) &amp; Easiest (CDSL) empower a demat account holder in managing his/her securities 'anytime-anywhere' in an efficient and convenient manner and submit instructions online without the need to use paper. These facilities allows Beneficial Owner (BO) to submit transfer instructions and pledge instructions including margin pledge from their demat account. The instruction facilities are also available on mobile applications through android, windows and IOS platforms.</p> <p><b>CDSL Easiest Link</b><br/><a href="https://web.cdslindia.com/myeasi/Registration/EasiestRegistration">https://web.cdslindia.com/myeasi/Registration/EasiestRegistration</a></p> <p>c) e-DIS / Demat Gateway: Investors can give instructions for transfer of securities through e-DIS apart from physical DIS. Here, for on-market transfer of securities, investors need to provide settlement number along with the ISIN and quantity of securities being authorized for transfer. Client shall be required to authorize each e-DIS valid for a single settlement number / settlement date, by way of OTP and PIN/password, both generated at Depositories end. Necessary risk containment measures are being adopted by Depositories in this regard.</p> <p>d) e-CAS facility: Consolidated Account Statements are available online and could also be accessed through mobile app to facilitate the investors to view their holdings in demat form.</p> |

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| Sr. No. | Type of Activity /Service | Brief about the Activity / Service  |
|---------|---------------------------|---|
|         |                           | <p><a href="https://www.cdslindia.com/CAS/LoginCA S.aspx">https://www.cdslindia.com/CAS/LoginCA S.aspx</a></p> <p>e) Miscellaneous services: Transaction alerts through SMS, e-locker facilities, chatbots for instantaneously responding to investor queries etc. have also been developed.</p> <p><a href="https://www.cdslindia.com/index.html">https://www.cdslindia.com/index.html</a></p> |

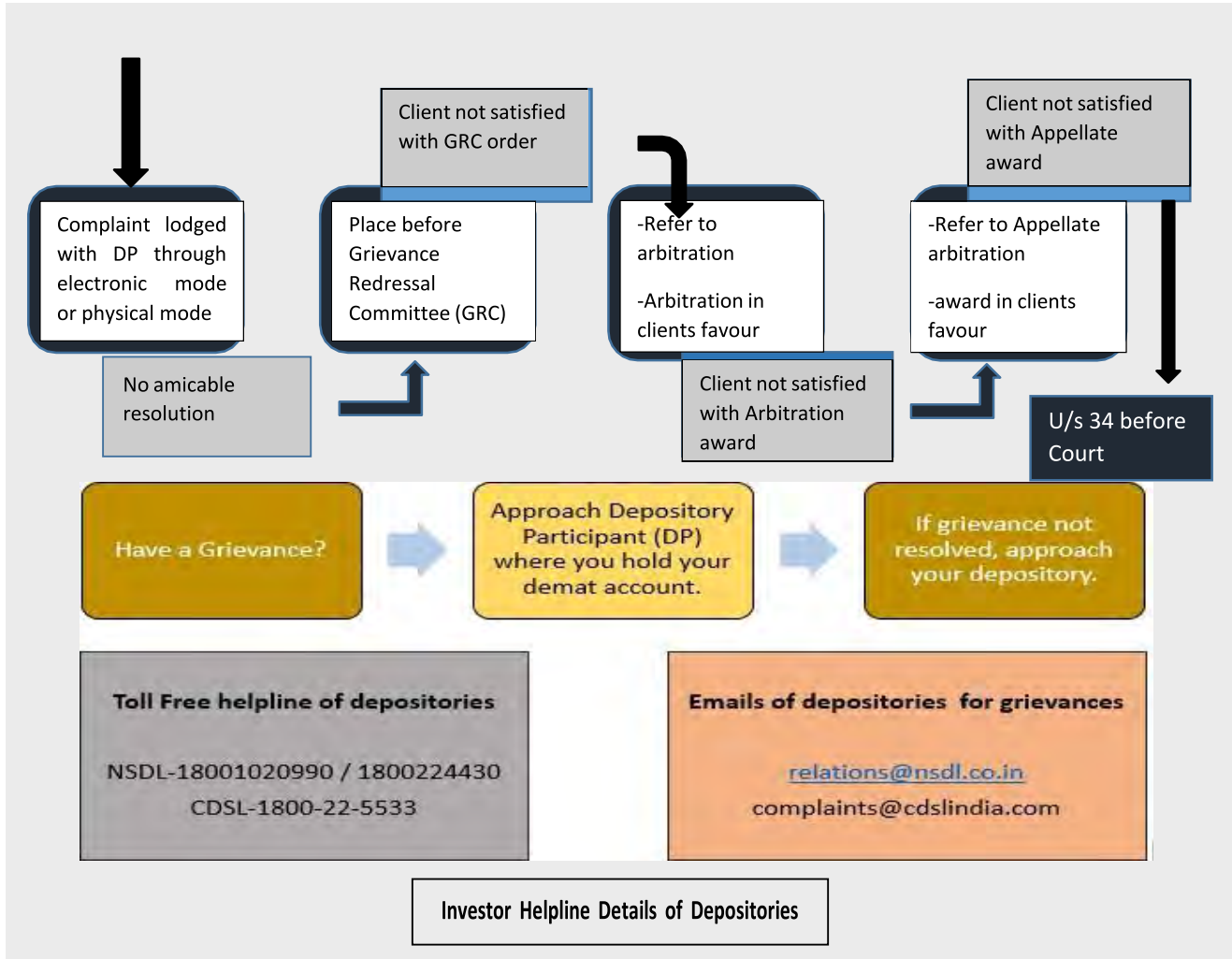
### 5. Details of Grievance Redressal Mechanism

#### (1) The Process of investor grievance redressal

|   |  |   |
|---|--|---|
| 1 | Investor Complaint / Grievances                      | <p>Investor can lodge complaint/ grievance against the Depository/DP in the following ways:</p> <p>a) Electronic mode</p> <p>(i) SCORES (a web based centralized grievance redressal system of SEBI)<br/><a href="https://www.scores.gov.in/scores/Welcome.html">https://www.scores.gov.in/scores/Welcome.html</a></p> <p>(ii) Respective Depository's web portal dedicated for the filing of compliant<br/><a href="https://www.epass.nsd.com/complaints/websitecomplaints.aspx">https://www.epass.nsd.com/complaints/websitecomplaints.aspx</a><br/><a href="https://www.cdslindia.com/Footer/grievances.aspx">https://www.cdslindia.com/Footer/grievances.aspx</a></p> <p>(iii) Emails to designated email IDs of Depository: <a href="mailto:complaints@cdslindia.com">complaints@cdslindia.com</a></p> <p>The complaints/ grievances lodged directly with the Depository shall be resolved within 30 days.</p> |
| 2 | Investor Grievance Redressal Committee of Depository | <p>If no amicable resolution is arrived, then the Investor has the option to refer the complaint/ grievance to the Grievance Redressal Committee (GRC) of the Depository. Upon receipt of reference, the GRC will endeavor to resolve the complaint/ grievance by hearing the parties, and examining the necessary information and documents.</p>   |
| 3 | Arbitration proceedings                              | <p>The Investor may also avail the arbitration mechanism set out in the Byelaws and Business Rules/Operating Instructions of the Depository in relation to any grievance, or dispute relating to depository services. The arbitration reference shall be concluded by way of issue of an arbitral award within 4 months from the date of appointment of arbitrator(s).</p>  |

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(2) For the Multi-level complaint resolution mechanism available at the Depositories



### 6. Guidance pertaining to special circumstances related to market activities: Termination of the Depository Participant

| Sr. No. | Type of Activity /Service   | Brief about the Activity / Service  |
|---------|---|---|
| 1       | <ul style="list-style-type: none"> <li>Depositories to terminate the participation in case a participant no longer meets the eligibility criteria and/or any other grounds as mentioned in the bye laws like suspension of trading member by the Stock Exchanges.</li> <li>Participant surrenders the participation by its own wish.</li> </ul> | <p>Client will have a right to transfer all its securities to any other Participant of its choice without any charges for the transfer within 30 days from the date of intimation by way of letter/email.</p> |

## INVESTOR CHARTER FOR DEPOSITORIES AND DEPOSITORY PARTICIPANTS

### 7. Dos and Don'ts for Investors

| Sr. No. | Guidance  |
|---------|---|
| 1       | Always deal with a SEBI registered Depository Participant for opening a demat account.  |
| 2       | Read all the documents carefully before signing them.   |
| 3       | Before granting Power of attorney to operate your demat account to an intermediary like Stock Broker, Portfolio Management Services (PMS) etc., carefully examine the scope and implications of powers being granted.   |
| 4       | Always make payments to registered intermediary using banking channels. No payment should be made in name of employee of intermediary.  |
| 5       | <p>Accept the Delivery Instruction Slip (DIS) book from your DP only (preprinted with a serial number along with your Client ID) and keep it in safe custody and do not sign or issue blank or partially filled DIS slips.</p> <p>Always mention the details like ISIN, number of securities accurately. In case of any queries, please contact your DP or broker and it should be signed by all demat account holders.</p> <p>Strike out any blank space on the slip and Cancellations or corrections on the DIS should be initialed or signed by all the account holder(s).</p> <p>Do not leave your instruction slip book with anyone else.</p> <p>Do not sign blank DIS as it is equivalent to a bearer cheque.</p> |
| 6       | Inform any change in your Personal Information (for example address or Bank Account details, email ID, Mobile number) linked to your demat account in the prescribed format and obtain confirmation of updation in system   |
| 7       | Mention your Mobile Number and email ID in account opening form to receive SMS alerts and regular updates directly from depository.   |
| 8       | Always ensure that the mobile number and email ID linked to your demat account are the same as provided at the time of account opening/updation.  |
| 9       | Do not share password of your online trading and demat account with anyone.   |
| 10      | Do not share One Time Password (OTP) received from banks, brokers, etc. These are meant to be used by you only.   |
| 11      | Do not share login credentials of e-facilities provided by the depositories such as e-DIS/demat gateway, SPEED-e/easiest etc. with anyone else.   |
| 12      | Demat is mandatory for any transfer of securities of Listed public limited companies with few exceptions.   |
| 13      | If you have any grievance in respect of your demat account, please write to designated email IDs of depositories or you may lodge the same with SEBI online at <a href="https://scores.gov.in/scores/Welcome.html">https://scores.gov.in/scores/Welcome.html</a>  |
| 14      | Keep a record of documents signed, DIS issued and account statements  |
| 15      | As Investors you are required to verify the transaction statement carefully for all debits and credits in your account. In case of any unauthorized debit or credit, inform the DP or your respective Depository.   |
| 16      | Appoint a nominee to facilitate your heirs in obtaining the securities in your demat account, on completion of the necessary procedures.  |
| 17      | Register for Depository's internet based facility or download mobile app of the depository to monitor your holdings.  |



## INVESTOR CHARTER FOR DEPOSITORIES AND DEPOSITORY PARTICIPANTS

| Sr. No. | Guidance   |
|---------|--|
| 18      | Ensure that, both, your holding and transaction statements are received periodically as instructed to your DP. You are entitled to receive a transaction statement every month if you have any transactions. |
| 19      | Do not follow herd mentality for investments. Seek expert and professional advice for your investments   |
| 20      | Beware of assured/fixed returns.   |

### 8. Rights of Investors

- Receive a copy of KYC, copy of account opening documents.
- No minimum balance is required to be maintained in a demat account.
- No charges are payable for opening of demat accounts.
- If executed, receive a copy of Power of Attorney. However, Power of Attorney is not a mandatory requirement as per SEBI / Stock Exchanges. You have the right to revoke any authorization given at any time.
- You can open more than one demat account in the same name with single DP/multiple Dps.
- Receive statement of accounts periodically. In case of any discrepancies in statements, take up the same with the DP immediately. If the DP does not respond, take up the matter with the Depositories.
- Pledge and /or any other interest or encumbrance can be created on demat holdings.
- Right to give standing instructions with regard to the crediting of securities in demat account.
- Investor can exercise its right to freeze/defreeze his/her demat account or specific securities / specific quantity of securities in the account, maintained with the DP.
- In case of any grievances, Investor has right to approach Participant or Depository or SEBI for getting the same resolved within prescribed timelines.
- Every eligible investor shareholder has a right to cast its vote on various resolutions proposed by the companies for which Depositories have developed an internet based 'e-Voting' platform.
- Receive information about charges and fees. Any charges/tariff agreed upon shall not increase unless a notice in writing of not less than thirty days is given to the Investor.

### 8. Responsibilities of Investors

- Deal with a SEBI registered DP for opening demat account, KYC and Depository activities.
- Provide complete documents for account opening and KYC (Know Your Client). Fill all the required details in Account Opening Form / KYC form in own handwriting and cancel out the blanks.
- Read all documents and conditions being agreed before signing the account opening form.
- Accept the Delivery Instruction Slip (DIS) book from DP only (preprinted with a serial number along with client ID) and keep it in safe custody and do not sign or issue blank or partially filled DIS.
- Always mention the details like ISIN, number of securities accurately.
- Inform any change in information linked to demat account and obtain confirmation of updation in the system.
- Regularly verify balances and demat statement and reconcile with trades /transactions.
- Appoint nominee(s) to facilitate heirs in obtaining the securities in their demat account.
- Do not fall prey to fraudsters sending emails and SMSs luring to trade in stocks / securities promising huge profits.

CDSL WEB LINK Investor Charter -<https://www.cdslindia.com/Investors/Investorcharter.html>  
NSDL WEB LINK Investor Charter- <https://nsdl.co.in/downloadables/pdf/InvestorCharter.pdf>