

AGREEMENT BETWEEN A PARTICIPATION AND A PERSON SEEKING TO OPEN A BENEFICIAL OWNER'S ACCOUNT

This Agreement made and executed at this _____ day of _____ Urja Investment Pte. Ltd. Having its registered office at 8, Matru Mandir Compound, 287, Tardeo Rd, Mumbai 400 007 and Processing Office at _____ He

Reinafter called "the Participant" of the One Part; AND _____

Having his/its office /registered office/ address at _____

_____, hereinafter called "the Beneficial Owner" of the Other Part

WHEREAS the Beneficial Owner is desirous of opening a beneficial owner's account with the Participant and the Participant has agreed to open an account in the name of the Beneficial Owner and render services to the Beneficial Owner as a participant, on the terms and conditions recorded herein below:

Now This Agreement witnesseth and it is hereby agreed by and between the Parties hereto as follows:

General Clauses

The parties hereto agree to abide by the provision of the Depositories Act, 1996 SEBI (Depositories and participants) Regulation, 1996, Bye Laws and operating Instruction issued by CDSL from time to time in the same manner this Agreement manner and to the same extent as if the same were set out herein and formed part of this agreement.

Communicated by CDSL from time to time.] The Participant shall furnish such statement at such shorter periods as may be required by the Beneficial Owner on payment of such charges by the Beneficial Owner as may be specified by the Participant.

It is agreed that if a Participant is providing the services of issuing the statement of accounts in an electronic mode and if the Beneficial Owner is desirous of availing such services from the Participant, then the Participant will furnish to the Beneficial Owner the statement of accounts under its digital signature, as governed under the Information Technology Act, 2000. Provided however that in the event of the Beneficial Owner requiring a physical copy of the statement of accounts, despite receiving the same in the electronic mode, then irrespective of having forwarded the same via electronic mode, the Participant shall be obliged to provide a physical copy thereof to the BO.

It is agreed and understood between the parties that if the Participant does not have the facility of providing the statement of account in the electronic mode, then the Participant shall be obliged to forward the statement of account only in physical form.

Fees, charges and deposits

The Participant shall be entitled to change or revise the fees, charges or deposits from time to time provided however that no increase therein shall be effected by the participant unless the participant shall have given at least on month's notice in writing to the Beneficial Owner in that behalf. In case the Beneficial Owner committing a default in the payment of any such amount payable to the Participant on their respective due dates or within fifteen days of the same being demanded (where no such due date is specified), the Participant shall be entitled to charge interest on the amount remaining outstanding or unpaid [not exceeding 18%] per annum or part thereof. On such continued default, the Participant after giving two days notice to the Beneficial Owner shall have a right to stop processing of instruction of Beneficial Owner till such time he makes the payment along with interest any.

Beneficial Owner shall intimate change of particulars

The Participant shall not be liable or responsible for any loss that may be caused to the Beneficial Owner by reason of his/its failure to intimate change in the particulars furnished to the particulars from time to time, unless notified by the Beneficial Owner.

Statement of Account

The Participant shall furnish to the Beneficial Owner a statement of his/its account at the end of every month if there has been even a single entry or transaction during that month, and if any event one at the end of each quarter.

[The statement of accounts to be provided to the Beneficial Owner under this Agreement shall be in the form specified in Operating Instruction or as

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Participant not liable for claims against Beneficial Owner

CDSL shall not be liable to the Beneficial Owner in any manner towards losses. Liabilities and/or expenses arising from the claims of third parties or for any fees. Charges, taxes, duties, levies or penalties levied, imposed or demanded by any central, state, statutory or revenue authority in respect of securities credited to the Beneficial Owner’s account.

Authorised Representative

Where the Beneficial Owner is a body corporate or a legal entity, it shall, simultaneously with the execution of the Agreement furnish to the Participant, a list of officials authorized by it, who shall represent and interact on its behalf with the participant. Any change in such list inducing addition, deletion or alterations there to shall be forthwith communicated to the participant.

Closure of Account

The Beneficial Owner, may, at any time terminate this Agreement by calling upon the participant to close his/its account with the participant in the manner and on the terms and conditions set out in the Bye laws and the procedure laid down in the Operating Instruction. In the event of termination of this Agreement the Beneficial Owner shall either get the securities transferred to some other account or get the same rematerialized.

Stamp Duty

Any stamp duty (including interest or penalty levied thereon) payable on the Agreement and/or on any deed, document or writing executed in pursuance hereof between the parties hereto shall be borne and paid by the Beneficial Owner.

Force Majeure

Notwithstanding anything contained herein or in the Bye laws, neither party hereto shall be liable to indemnify or compensate the other for any breach. Non-performance or delay in performance of any obligation 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. Rood, lightning, Earthquake, fire, blast, explosion or any other act of God, war, rebellion, revolution, 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.

Service of Notice

Any notice or communication required to be given under the Agreement shall not be binding unless the same is in writing and shall have been served by delivering the same at the address set out receipt thereof by sending the same by pre-paid registered post at the aforesaid address or transmitting the

Same by facsimile transmission, electronic mail or electronic data transfer at number or address that shall have been previously specified by the party to be notified. Notice given by personal delivery shall be deemed to be given at the commencement of business of the recipient of the notice on the third work day next following its posting. Notice sent by facsimile transmission, electronics mail or electronic data transfer shall be deemed to be given at the time of its actual transmission.

Arbitration

The parties hereto shall, in respect of all disputes and different that may arise between them, abide by the provision relating to arbitration and conciliation specified under the Bye laws.

Jurisdiction

The parties hereto agree to submit to the exclusive jurisdiction of the courts in _____

Governing Law

The Agreement shall be governed by and construed in accordance with the law in force in India.

IN WITNESS WHEREOF the parties hereto have here upto set and subscribed their respective hands/seals to this Agreement in duplicate on the day, month, year and place first here/in above mentioned.

Signed and Delivered by

- 1) (22/49) ✍
- 2) (6/13) ☺
- 3) (6/13) ↔

[For and on behalf of the Client(s)]

Signature of Witness : _____

Name : _____

Address : _____

**Signed and Delivered by
(For Urja Investment Pet Ltd.)**

Authorized Signatory

Signature of Witness : _____

Name : _____

Address : _____