

# Z.A. GHAFAR SECURITIES (Pvt.) LTD.



CORPORATE MEMBER: KARACHI STOCK EXCHANGE (GUARANTEE) LIMITED.

49, 1st, Floor Karachi Stock Exchange Building, Stock Exchange Road, Karachi. Broker Registration No. BRK - 99  
KSE Member Code 156 Phones : 2423277, 2419589, 2419326, 2425182

NOTE 1 : EACH AND EVERY COLUMN MUST BE FILLED IN

NOTE 2 : EACH PAGE OF THIS FORM WILL BE DULY SIGNED BY THE ACCOUNT HOLDER(S) AND THE BROKER

## NATURE OF ACCOUNT:

ACCOUNT:

SINGLE:

JOINT:

CLIENT ID / ACCOUNT NO. \_\_\_\_\_

COMPANY

FIRM:

CDC ACCOUNT NO. \_\_\_\_\_

## ACCOUNT HOLDER

ACCOUNT TITLE/NAME: .....

N.I.C. NAME: .....

ADDRESS: .....

TEL.: ..... FAX: .....

E-MAIL: ..... PERMANENT/REGISTERED ADDRESS: .....

### For Individuals only:

DATE OF BIRTH: ..... NATIONALITY: .....

STATUS: ..... RESIDENTS  NON RESIDENT

GENDER: ..... MALE ..... FEMALE .....

FATHER'S / HUSBAND'S NAME: .....

NATIONALITY IDENTITY CARD NO. (In Case Of Non Resident Passport No.) .....

OCCUPATION: .....

### JOINT ACCOUNT HOLDER

ACCOUNT TITLE / NAME: .....

N.I.C. NAME: .....

ADDRESS: .....

TEL.: ..... FAX: .....

E-MAIL: ..... PERMANENT / REGISTERED ADDRESS: .....

DATE OF BIRTH: ..... NATIONALITY: .....

STATUS: ..... RESIDENTS  NON RESIDENT

GENDER: ..... MALE ..... FEMALE .....

FATHER'S / HUSBAND'S NAME: .....

NATIONALITY IDENTITY CARD NO. (In Case Of Non Resident Passport No.) .....

OCCUPATION: .....

ZAKAT STATUS: (Zakat declaration form attested copy required (If Zakat Non-Payable)

ZAKAT PAYABLE  ZAKAT NON-PAYABLE  NON-MUSLIM  NOT APPLICABLE

\_\_\_\_\_  
Signature of Account Holder(s)

\_\_\_\_\_  
Z.A. Ghaffar Securities (Pvt.) Ltd.

**For Companies or Firms only:**

COMPANY REGISTRATION NO. \_\_\_\_\_

STATUS: \_\_\_\_\_ RESIDENTS \_\_\_\_\_ NON RESIDENT \_\_\_\_\_

BOARD RESOLUTION DATED: \_\_\_\_ / \_\_\_\_ / \_\_\_\_ ATTACHED AS  
ANNEXURE 'A'

**Declaration of Solvency:**

The Account Holder hereby declares that:

- a) It has not applied to be adjudicated as an insolvent and that it has not suspended payment and that we have not compounded with our creditors;
- b) It is not un-discharged insolvent; and
- c) It has not been declared defaulter in repayment of loan of a bank / financial institution.

**Name of Authorised Persons to Operate the Account**

The account shall be operated by the following:

	<u>Names</u>	<u>Specimen Signatures</u>	<u>Singly / jointly</u>
(a)	.....	.....	.....
(b)	.....	.....	.....
(c)	.....	.....	.....

The authority of the person(s) authorized to operate the account will be clearly spelled out in the letter of authorization from the Account Holder.

**MARGIN DEPOSIT:**

The Account Holder(s) hereby undertakes to deposit and maintain -----% margin against his/her/their outstanding trades/exposure for the purpose of trading in his/her/their account. The Broker shall notify the Account Holder(s) about any change in the above margin requirements for the already executed traders at least 3 days prior to the implementation of the revised margin requirements.

**CLIENT BANK DETAILS (OPTIONAL):**

DIVIDEND MANDATE YES  NO

NAME OF THE BANK .....

SAVING / CURRENT A/C NO.....

BRANCH ADDRESS.....

TITLE OF BANK A/C NAME.....

**NOMINATION: (BLOOD RELATION)**

(In the event of death of the Account Holder, the nominee shall be entitled to receive securities / cash available in the account of the account holder after set-off against losses / liabilities in the account.)

NAME OF NOMINEE: .....RELATION..... SUR NAME:.....

NIC NUMBER:.....

DATE OF BIRTH:.....(DD/MM/YYYY)

POSTAL ADDRESS:.....

TEL:..... E-MAIL.....

**ACCOUNT (S) WITH OTHER BROKER(S)(OPTIONAL)**

NAME OF THE BROKER (S)	MEMBER'S EXCHANGE	CLIENT - ID / ACCOUNT NO.

\_\_\_\_\_  
Signature of Account Holder(s)

\_\_\_\_\_  
Z.A. Ghaffar Securities (Pvt.) Ltd.

## SPECIAL TERMS AND CONDITIONS

The Terms and Conditions set herein below shall be equally binding, on the Broker and the Account Holder(s).

1. All transactions between the parties shall be subject to the Articles Rules and Regulations of the Exchange, revised policies, Board Directions and new regulations to be framed in presence of Section 34 of the Securities and Exchange Ordinance 1969. Moreover, all applicable provisions of the Securities and Exchange Ordinance 1969 read with the Securities and Exchange Commission of Pakistan Act 1997, Brokers and Agents Registration Rules 2001, Securities and Exchange Rules 1971 and all directions/ directives passed from time to time to regulate the trades between the parties and to regulate Brokers conduct and the National Clearing and Settlement provision of copies of all the above Laws, Rules and Regulations at his office for access to the Account Holder(s) during working hours.
2. The amount deposited as security margin by the Account Holder(s) with the Brokers shall only be used for the purposes of dealings in securities, such as trading and/or settlement of deliveries of securities on behalf of the Account Holder(s). The Broker shall not use such amounts for his own use.
3. The Broker shall be authorized to act on the verbal instructions of the Account Holder(s). The Broker shall provide a written confirmation of the executed transactions as required under rule 4(4) of the Securities and Exchange Rules, 1971, and all such transactions recorded by the Broker in his books shall be conclusive and binding upon the Account Holder(s), which shall not be questioned by him/her/them, subject to clause 5 below. Or;  
The Account Holder(s) shall give written instructions for the sale/purchase of securities to the broker. The Account Holder(s) shall not give any verbal/oral instructions. The Broker shall provide a written confirmation of the executed transactions as required under rule 4(4) of the Securities and Exchange Rule, 1971, and all such transactions recorded by the broker in his books shall be conclusive and binding upon the Account Holder(s), which shall not be questioned by him/her/them, subject to clause 5 below.
4. The Broker shall provide the confirmation of the executed transactions to the .....  
(Name of Account Holder) at the above stated address by means of acceptable mode of communication or by hand subject to acknowledgment receipt as noted in clause 16.
5. In case there are any error(s) in the daily confirmation statement, the Account Holder(s) shall report the same to the Broker within one-business day of the receipt of confirmation. In case the Account Holder(s) do not respond within one business day of the receipt of the said daily confirmation statement, the confirmation statement shall be deemed conclusively accepted by the Account Holder(s).
6. In the event that the Account Holder(s) fail(s) to deposit additional cash or securities as Margin within one business day of the margin call (in writing), the Broker shall have absolute discretion to and, without, further notice to Account Holder(s), liquidate \ the Account Holder(s) outstanding positions, including the securities purchased and carried in such account so that the margin is maintained at the required level.
7. The Broker shall be responsible to ensure delivery of CDC eligible securities in the CDC account of the Account Holder(s) subject to full payment by the Account Holder(s). In case of companies which are not on the CDC, the Broker shall ensure delivery of physical shares along with verified transfer deeds against payments, to the Account Holder(s). Further, the Broker shall be responsible for the payment of any credit cash balance available in the account of the Account Holder preferably in form of A/c Payee cross cheque only within 1 business day of the request of the Account Holder(s) (subject to the maintenance of the margin requirements.)
8. The Broker shall encourage the Account Holder(s) to make payments to the Broker by "A/c Payee only" cross cheque (in case of amounts in excess of Rs 50,000/- and "A/c Payee only" cheque or cash (for amounts below Rs. 50,000). The Broker shall be responsible to provide the receipt to the Account Holder(s) in the name of the Account Holder(s) duly signed by authorized agents/ employee of the Broker and the Account Holder(s) shall be responsible to obtain the receipt thereof. In case of cash dealings, proper receipt will be taken and given to the Account Holder(s), specifically mentioning if payments is for margin or the purchase of Securities. The broker shall immediately deposits in its bank account all cash received in whole i.e. no payment shall be made from the cash received from clients.
9. The member shall make all the payment of Rs.25,000/= and above, through crossed cheques/bank drafts/pay orders or any other crossed banking instruments showing payment of amount from their business bank account. Copies of these payment instruments including cheques, pay orders, demand drafts and online instructions shall be kept in record for a minimum period of five years.

\_\_\_\_\_  
Signature of Account Holder(s)

\_\_\_\_\_  
Z.A. Ghaffar Securities (Pvt.) Ltd.

10. The Account Holder(s) shall have a right to obtain a copy of his/her or their ledger statement under official seal and signature of the Broker or his authorized representative on a periodic basis. In case of any discrepancy in the ledger statement, the Account Holder(s) shall inform the Broker within 1 day of receipt of the ledger statement to remove such discrepancy.
11. The Account Holder(s) shall operate the account and execute transactions himself/herself/themselves unless the Account Holder(s) authorize Mr./Ms/..... ID.No. .... to transact in the account. All transactions executed by the authorized person shall be binding upon the Account Holder(s).
12. For Joint Account Holder(s) Only:
  - 12.(a) We the Account Holders shall operate the account jointly or severally and the instructions issued either jointly or Severally Shall be binding on us as well as upon the broker in respect of the joint titled account. Or;
  - 12.(b) Our titled account shall be operated only by ..... who shall be deemed as the authorized person for operating the joint account or issuing any instructions relating thereto
13. The Broker shall be responsible to append a list of his authorized agents / traders and designated employees, who can deal with the Account Holder(s), with this account opening form and a copy of both the opening form and the list will be provided to the Account holder(s). Any change therein shall be intimated in writing to the Account Holder(s) with immediate effect.
14. The Broker shall debit the account of the Account Holder(s) for the commission charges or any other charges in connection with the brokerage services rendered, which shall be clearly detailed in the ledger statement/daily confirmations.
15. The Broker shall not disclose the information of the transactions of the Account Holders to any third party and shall maintain the confidentiality of this information. However, in case the Exchange or the Commission as the case may be, requires any such information, the Broker shall be obliged to disclose the same for which the Account Holder(s) shall not raise any objection whatsoever.
16. In case a Broker converts his individual membership rights to corporate membership and vice versa the agreement and conditions laid down herein above shall remain effective unless otherwise agreed by the parties.
17. Acceptable mode of communication between the Account Holder(s) and the Broker shall be through letter (courier / registered post/ fax/e-mail) or by hand subject to receipt / acknowledgement. The onus of proving that the e-mail has been received by the recipient shall be on the sender sending the e-mail. Confirmation of orders to clients made through fax or email will have a time record.
18. All orders received telephonically and placed on KATS shall be supported by recording on dedicated telephonic lines, preferably connected with a computerized taping system so as the orders could possibly be stored on UIN basis and made user friendly.
19. In case of change of address or contact numbers of either party, the concerned party shall immediately notify the other party of the changes in writing.
20. I/We, the Account Holder(s) acknowledge receipt of this account opening form (signed here by me/us in duplicate) along with the copies of all the annexure and I/We, the Account Holder(s) also undertake that I/We have understood all the above terms and conditions of this agreement which are acceptable to me/us.
21. I/We, the Account Holder(s) understand that the shares trading business carries risk and subject to the due diligence on part of the broker I/we may incur losses for which I/we, the Account Holder(s) shall not hold the Broker responsible.
22. I/We, the Account Holder(s) further confirm that all information given in this application is true and complete and hereby authorize the Broker to verify any information mentioned above.
23. The Account Holder further agrees to make payments by "A/c Payee only" cheque and obtain receipt there of in his/her/their name duly signed by authorized employees and the Account Holder should also verify that such payments appear in his ledger statement with in 2 working days (The list of Authorised Employees should be obtain from our office) The Account Holders understand that for any payment made other than the above arrangements, the Account Holders shall not hold the Company responsible.

\_\_\_\_\_  
Signature of Account Holder(s)

\_\_\_\_\_  
Z.A. Ghaffar Securities (Pvt.) Ltd.

24. The Account holder understand that company is not carrying on any money lending/borrowing business. The Account holder agree that he/she/they will not make any payment to the company for that purpose. The Account holder further understand that Company has not authorized any employee/person/agent to collect payment for money lending/borrowing purpose and if the Account holder make any payment for that purpose, he/she/they shall not hold the company responsible. Also Account holder agree that any receipt issued by any employee/person/agent on behalf of the company against money lending/borrowing have no legal binding on the company.
25. The Account Holder hereby undertake that any physical shares/securities purchased through the company will be lodged for transfer by him/her/they within 7 business days. Account Holder further understand that in case of any defect in title of these physical shares/securities, the rules of Karachi Stock Exchange (Guarantee) Ltd. will be binding upon both the parties.
26. The Company is unconditionally and irrevocably authorized to deny execution of any order, freeze / close the Trading account without any notice to the account holders. The account holders will not dispute this authority at any forum.
27. The Account Holder undertake to identify any error/mistake/discrepancy/dispute regarding the transactions/ledger balance within one business day of receiving the trade confirmation/ledger statement. The Account Holder agrees that such letters will be addressed to the Chief Executive and he/she/they will seek written acknowledgement of the receipt of the letter.
28. The company is authorized to revise the required margin for trading in shares at any time without any notice to the Account Holder(s). However any change in the required margin for already executed trades will be notified to the Account Holder(s) at least 3 days prior to the implementation.
29. The Company undertake to maintain ledger Account of the Account Holder(s) which Clearly details Commission/other charges. The Account Holder(s) will have the option to seek ledger Account with or without detailed Commission / other charges.
30. Revocation of the Letter of Authority of the Authorized Representative shall only be recorded in writing by letter manually signed by the Account Holder and in case of a joint account, by both the joint Account Holders and delivered by hand or by courier service or registered post. All orders executed and transactions effectuated up to the time of the receipt of the revocation letter by the Broker shall be binding upon the Account Holder(s).
31. In the event of any disputes, differences or controversies arising out of the agreement, including the interpretation of the terms hereof ("Disputes"), the same shall be referred to the Managing Director of the Karachi Stock Exchange and at his discretion to the selected Arbitrators and/or Committee of Arbitration of the Karachi Stock Exchange. Arbitration shall be held in accordance with Arbitration Act, 1940, as amended from time to time and the venue of Arbitration shall be Karachi.
32. The Terms and Conditions contained in this Brokerage Account Agreement are subject to change by the broker at its discretion upon written notice to the Account Holder(s). The Account holder(s) shall be deemed to have accepted any and all changes by not closing and/or by continuing to use the Account. The Broker reserves the right at its discretion to restrict trading, disbursements or transfers and to require additional documentation or margins from to time for the purpose of maintaining the account and/or executing instructions of the Client

---

Signature of Account Holder(s)

---

Z.A. Ghaffar Securities (Pvt.) Ltd.

**Terms and Conditions pertaining to CDC Sub Account.**

- A. The Account Holders hereby irrevocably and unconditionally authorize Z.A. Ghaffar Securities (Pvt.) Ltd. {here in after referred to as a company} to move his/her/their shares/securities from his/her/their sub-account from time to time with an unfettered right to dispose them off at any time without any notice to Account holders and to apply the net proceeds thereof towards the adjustment of his/her/their outstanding balance that may be due from him/her/their, directly or indirectly to the Company including under normal settlement as well as against all his/her/their losses and the Account Holders shall continue to be liable for any shortfalls.
- B. The Z.A. Ghaffar Securities (Pvt.) Ltd. is further unconditionally and irrevocably authorized to freeze/close his/her/their sub account and/or to move his/her/their shares/securities in the sub-account for any purpose without any notice to him/her/their.
- C. The Account Holders further hereby unconditionally and irrevocably authorize to pledge his/her/their book entry securities in favour of any eligible pledge{s} and in particular, the Karachi Stock Exchange (guarantee) Ltd. In accordance with Section 12 of the Central Depositories Act, 1997 and the Central Depository Company of Pakistan Limited's Regulations as may be amended and/or substituted from time to time.
- D. The Account Holders further undertake not to move or issue any instructions to the CDC for the movement of any share/securities in his/her/their Sub-account without the prior written consent of the Company.
- E. The Z.A. Ghaffar Securities (Pvt.) Ltd. is further authorized to issue requisite instructions to the CDC/Issuers from time to time, if it considers necessary, in respect of his/her/their above understanding with the Company.
- F. The foregoing conditions also constitute his/her/their irrevocable authorization to the company for the purposes of section 24 of the Central Depositories Act, 1997 and the Central Depository Company of Pakistan Limited's Regulations.
- G. The Account Holders further undertakes to indemnify the Company for all losses, damages, claims, costs, etc. arising out of the opening and maintenance of his/her/their sub-account and/or servicing his/her/their orders by the Company

\_\_\_\_\_  
Signature of Account Holder

\_\_\_\_\_  
Signature of Joint Account Holder

\_\_\_\_\_  
Z.A. Ghaffar Securities (Pvt.) Ltd.

**WITNESSES:**

----- NIC No ----- Date: -----

----- NIC No ----- Date: -----

\_\_\_\_\_  
Checked by

\_\_\_\_\_  
Opened by

\_\_\_\_\_  
Date

**ENCLOSURES (FOR INDIVIDUALS):**

1. Attested copies of National Identity Card of the Applicant.
2. Attested copies of National Identity Card of the Joint Holders and or Nominee(s) (if applicable).
3. Attested copies of Passport of the Applicant, Joint Holders and or Nominee(s) ( in case of non-resident ).
4. Zakat declaration of applicant and the joint holders (if applicable).
5. Copy of the letter of authorization from the Account Holders(s) of the person authorized to trade in my/our accounts (if other than the account holder).
6. A list of Transaction fee, Commission to be charged by the Broker and other CDC charges to be levied.

**ENCLOSURES (FOR CORPORATE ENTITIES):**

1. Certified true copy of Board Resolution (specimen provided as per Annexure " A " .
2. Certified true copy of Memorandum and Articles of Association.
3. List of authorized signatories.
4. List of nominated persons allowed to place orders.



# Z.A. GHAFAR SECURITIES (Pvt) Ltd.

Corporate Member Karachi Stock Exchange, (G) Limited,  
49, 1st Floor, Karachi Stock Exchange Building,  
Stock Exchange Road, Karachi - Pakistan.  
Phones: 32423277,32419589,32417926,32425182  
E-mail: zag\_sec@hotmail.com

For official use of the Participant only	
Application Form No:	
CDS Participant ID:	
Sub-Account No:	
Trading Account No: (if applicable)	

## SUB-ACCOUNT OPENING FORM FOR INDIVIDUALS

(Sub-Accounts are opened and maintained by Participants in accordance with the CDC Regulations made pursuant to Section 4 of the Central Depositories Act, 1997)

Nature of Account	Single	<input type="checkbox"/>	Joint	<input type="checkbox"/>
-------------------	--------	--------------------------	-------	--------------------------

(Please use BLOCK LETTERS to fill the form)

I/We hereby apply for opening of my/our Sub-Account under the Account Family of [Z.A. GHAFAR SECURITIES (PVT) LTD.] (hereinafter referred to as "Participant") maintained in the Central Depository System ("CDS") of the Central Depository Company of Pakistan Limited ("CDC"). My/our particulars are given as under:

A. REGISTRATION (AND OTHER) DETAILS OF MAIN APPLICANT																							
1. Full name of Applicant (As per CNIC / NICOP / Passport) MR. / MRS. / MS.																							
2. Father's / Husband's Name:																							
3. Contact Details of Main Applicant:																							
(a) Permanent Address: (Address should be different from Participant's business address)																							
(b) Mailing Address:																							
(c) Contact No:				(d) Fax: (optional)				(e) Email: (optional)															
4. Computerized National Identity Card No: (For resident Pakistani)																							
5. Expiry date of CNIC:																							
6. NICOP No: (For non-resident Pakistani)																							
7. Expiry date of NICOP:																							
8. Passport details: (For a foreigner or a Pakistani origin)						Passport Number:			Place of Issue:														
						Date of Issue:			Date of Expiry:														
9. Details of Contact Person: [Note: Contact Person shall not be the person other than the Main Applicant, any one of the Joint Applicant or their Attorney. Where Contact Person is the Main Applicant or any of the Joint Applicant, please only provide the name below. In case of Attorney, please provide details in (a) to (h) below]																							
(a) Name: MR. / MRS. / MS.																							
(b) Relationship/ association of the Attorney with the Main Applicant:																							
(c) Address:																							
(d) Computerized National Identity Card No:																							
(e) Expiry date of CNIC:																							
(f) Contact No:				(g) Fax: (optional)				(h) Email: (optional)															
10. Share holder's Category: <b>INDIVIDUAL</b>																							
11. (a) Occupation: (Please tick (✓) the appropriate box)																							
												AGRICULTURIST			BUSINESS			HOUSEWIFE			HOUSEHOLD		
												RETIRED PERSON			STUDENT			BUSINESS EXEC.			INDUSTRIALIST		
PROFESSIONAL			SERVICE			OTHERS (specify)																	
(b) Name of Employer / Business:						(c) Job Title / Designation:																	
(d) Address of Employer / Business:																							

Signatures:

Main Applicant

Joint Applicant 1

Joint Applicant 2

Joint Applicant 3

Participant

**B. REGISTRATION (AND OTHER) DETAILS OF THE JOINT APPLICANT(S)****PERSONAL INFORMATION – JOINT APPLICANT NO. 1**

1. Full name of Applicant (As per CNIC / NICOP / Passport) MR. / MRS. / MS.

2. Father's / Husband's Name:

3. Permanent Address:

*(Address should be different from Participant's business address)*

4. (a) Contact No:

(b) Fax: (optional)

(c) Email: (optional)

5. Computerized National Identity Card No:

*(For resident Pakistani)*

6. Expiry date of CNIC:

7. NICOP No:

*(For non-resident Pakistani)*

8. Expiry date of NICOP:

9. Passport details:

*(For a Foreigner or a Pakistani origin)*

Passport Number:

Place of Issue:

Date of Issue:

Date of Expiry:

10. (a) Occupation:

*[Please tick (✓) the appropriate box]*

AGRICULTURIST

BUSINESS

HOUSEWIFE

HOUSEHOLD

RETIRED PERSON

STUDENT

BUSINESS EXEC.

INDUSTRIALIST

PROFESSIONAL

SERVICE

OTHERS (specify)

(b) Name of Employer / Business:

(c) Job Title / Designation:

(d) Address of Employer / Business:

**PERSONAL INFORMATION – JOINT APPLICANT NO. 2**

1. Full name of Applicant (As per CNIC / NICOP / Passport) MR. / MRS. / MS.

2. Father's / Husband's Name:

3. Permanent Address:

*(Address should be different from Participant's business address)*

4. (a) Contact No:

(b) Fax: (optional)

(c) Email: (optional)

5. Computerized National Identity Card No:

*(For resident Pakistani)*

6. Expiry date of CNIC:

7. NICOP No:

*(For non-resident Pakistani)*

8. Expiry date of NICOP:

9. Passport details:

*(For a Foreigner or a Pakistani origin)*

Passport Number:

Place of Issue:

Date of Issue:

Date of Expiry:

10. (a) Occupation:

*[Please tick (✓) the appropriate box]*

AGRICULTURIST

BUSINESS

HOUSEWIFE

HOUSEHOLD

RETIRED PERSON

STUDENT

BUSINESS EXEC.

INDUSTRIALIST

PROFESSIONAL

SERVICE

OTHERS (specify)

(b) Name of Employer / Business:

(c) Job Title / Designation:

(d) Address of Employer / Business:

**PERSONAL INFORMATION – JOINT APPLICANT NO. 3**

1. Full name of Applicant (As per CNIC / NICOP / Passport) MR. / MRS. / MS.

2. Father's / Husband's Name:

3. Permanent Address:

*(Address should be different from Participant's business address)*

4. (a) Contact No:

(b) Fax: (optional)

(c) Email: (optional)

5. Computerized National Identity Card No:

*(For resident Pakistani)*

6. Expiry date of CNIC:

7. NICOP No:

*(For non-resident Pakistani)*

8. Expiry date of NICOP:

9. Passport details:

*(For a Foreigner or a Pakistani origin)*

Passport Number:

Place of Issue:

Date of Issue:

Date of Expiry:

10. (a) Occupation:

*[Please tick (✓) the appropriate box]*

AGRICULTURIST

BUSINESS

HOUSEWIFE

HOUSEHOLD

RETIRED PERSON

STUDENT

BUSINESS EXEC.

INDUSTRIALIST

PROFESSIONAL

SERVICE

OTHERS (specify)

(b) Name of Employer / Business:

(c) Job Title / Designation:

(d) Address of Employer / Business:

Signatures:

Main Applicant

Joint Applicant 1

Joint Applicant 2

Joint Applicant 3

Participant



**C. OTHER INFORMATION**
**1. Dividend Mandate** [Please tick (✓) the appropriate box]  Yes  No If yes, please provide following details:

(a) Account Title:	(b) Account No:
(c) Name of Bank:	(d) Branch:
(e) Address:	

**2. National Tax No: (Optional)**
**3. Nationality:**

4. Residential Status [Please tick (✓) the appropriate box]	Resident	Non-Resident	Repatriable	Non-Repatriable
Pakistani	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Pakistani Origin	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Foreign National	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

<b>5. If you are maintaining any Special Convertible Rupee Account ("SCRA"), please provide details in (a) to (c):</b>	(a) SCRA Account No:	(b) Bank Name:
	(c) Branch Details:	

<b>6. Zakat Status:</b>  <i>(If, according to the Fiqh of the Applicant(s), Zakat deduction is not applicable, then relevant Declaration on prescribed format shall be submitted with the concerned Issuer and the Participant)</i>	Please tick (✓) the appropriate box			
	<input type="checkbox"/>	Muslim Zakat payable		
	<input type="checkbox"/>	Muslim Zakat non-payable		
	<input type="checkbox"/>	Non-Muslim		
	<input type="checkbox"/>	Not Applicable		

<b>7. Particulars of nominee</b> <b>(Optional but if desired, nomination should only be made in case of sole individual and not joint account)</b>  <i>[In case of death of Sub-Account Holder: Nomination may be made in terms of requirements of Section 80 of the Companies Ordinance, 1984, which inter alia requires that person nominated as aforesaid shall not be a person other than the following relatives of the Sub-Account Holder, namely: a spouse, father, mother, brother, sister and son or daughter, including a step or adopted child.]</i>	(a) Name of Nominee:						
	(b) Father's/Husband's Name:						
	(c) Relationship with Main Applicant: <i>[Please tick (✓) appropriate box]</i>	<input type="checkbox"/>	Spouse	<input type="checkbox"/>	Father	<input type="checkbox"/>	Mother
		<input type="checkbox"/>	Brother	<input type="checkbox"/>	Sister	<input type="checkbox"/>	Son*
		<input type="checkbox"/>	Daughter*	* Including step or adopted child			
	(d) Address:						
	(e) CNIC No: <i>(in case of a resident Pakistani)</i>						
	(f) Expiry date of CNIC:						
	(g) NICOP No: <i>(in case of a non-resident Pakistani)</i>						
	(h) Expiry date of NICOP:						
(i) Passport details: <i>(In case of a foreigner or a Pakistani origin)</i>			Passport Number:				
			Place of Issue:				
			Date of Issue:				
			Date of Expiry:				
(j) Contact No:				(k) Fax: (optional)			
(l) E-mail: (optional)							

**D. CDC SMS / IVR/ WEB SERVICES ("CDC access")**

 CDC provides **FREE OF COST** services under CDC access whereby sub-account holders can have real time access to their account related information.

**1. SMS is part of such service, where alerts are sent whenever certain activities take place in a sub-account including securities movement, pledge etc.**

(a) For SMS Service, please provide local mobile number of your Contact Person:	
(b) If you do not wish to subscribe to SMS Service, please sign here:	

2. Do you wish to subscribe to free of cost IVR Service? [Please tick (✓) the appropriate box]	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No
3. Do you wish to subscribe to free of cost Web Service? [Please tick (✓) the appropriate box]	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No

**4. If you are subscribing to IVR and/or Web Service, please provide following details of your Contact Person:**

(a) Date of Birth (DD / MM / YYYY)							
(b) Mother's Maiden Name:				(c) Email Address:			

Signatures:

Main Applicant	Joint Applicant 1	Joint Applicant 2	Joint Applicant 3	Participant
----------------	-------------------	-------------------	-------------------	-------------

**E. SUB-ACCOUNT OPERATING INSTRUCTIONS**

1. Signatory(ies) to give instruction to the Participant pertaining to the operations of the Sub-Account.  (Please specify sub- account operating instructions in the relevant column along with names and specimen signatures of authorised signatories)	Names of Signatory(ies)		Specimen Signatures
	(a)		
	(b)		
	(c)		
	(d)		
2. Sub-Account Operating Instructions: [Please (✓) appropriate box]	<input type="checkbox"/>	Either (Singly) or Survivor	<input type="checkbox"/> Attorney
	<input type="checkbox"/>	Jointly [any] _____	<input type="checkbox"/> Any other
			Please specify:

**F. BANK VERIFICATION**

The following information is required to be verified by the Bank Manager only where the Main Applicant is maintaining bank account:

**Particulars of Main Applicant:**

Bank Account Title:	CNIC No:																	
Bank Account No:																		
Address of Applicant:																		
Signature of Applicant:																		
We do hereby verify the above particulars and signature of our above account holder:																		

**Particulars of Bank Manager / Authorized Officer:**

Name:	Contact No(s):
E-mail:	Signature & Rubber Stamp:

**G. AUTHORIZATION UNDER SECTIONS 12 AND 24 OF THE CDC ACT EXCLUSIVELY FOR SETTLEMENT OF UNDERLYING TRADES INCLUDING PLEDGE AND RECOVERY OF CHARGES AND LOSSES**

I/we the undersigned, hereby give my/our express authority to the Participant under Section 12 and Section 24 of the Central Depositories Act, 1997 to handle Book-entry Securities beneficially owned by me/us and entered in my/our Sub-Account maintained with the Participant for securities transactions that are exclusively meant for the following purposes:

- For the settlement of any underlying market transactions (trades) including off market transactions made by me/us from time to time;
- For pledge securities transactions with any Stock Exchange or a Clearing Company relating to any of my/our underlying market transactions (trades) to be settled through the Clearing Company from time to time;
- For the recovery of payment against any underlying market purchase transactions made by me/us from time to time;
- Movement by me/us from time to time of my/our Book-entry Securities from my/our Sub-Account under the Main Account under the control of the Participant to my/our Sub-Account under another Main Account under the control of the Participant or to my/our Sub-Account under any Main Account which is under the control of another Participant or to my/our Investor Account;
- Securities transactions which has been made by way of a gift of Securities by me/us to my/our Family Members or other persons in accordance with the CDC Regulations from time to time;
- Securities transactions pertaining to any lending or borrowing of Securities made by me/us from time to time in accordance with the CDC Regulations;
- For the recovery of any charges or losses against any or all of the above transactions carried out by me/ us or services availed; and/or
- Delivery Transaction made by me/us for any other purposes as prescribed by the Commission from time to time.

Specific authority on each occasion shall be given by me/us to the Participant for handling of Book-entry Securities beneficially owned by me/us for all other purposes as permitted under the applicable laws and regulations.

**Note:** Please note that above shall serve as a one-time fixed authorization to the Participant for handling of Book-entry Securities owned by the undersigned Sub-Account Holder(s) and entered in his/her/their Sub-Account maintained with the Participant. Handling of Book-entry Securities for all other purposes should however require specific authority in writing from the undersigned Sub-Account Holder(s) in favour of the Participant. For handling of Book-entry Securities worth Rs. 500,000/- and above, the above mentioned specific authority shall be obtained on non-judicial stamp paper.

Signatures:

Main Applicant

Joint Applicant 1

Joint Applicant 2

Joint Applicant 3

Participant

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**IMPORTANT**

Please read and understand the Terms and Conditions before signing and executing this form

**TERMS AND CONDITIONS**

The Terms and Conditions set herein below shall govern the Sub-Account forming part of the Account Family of the CDS Participant Account of the Participant, which shall be binding on the Sub-Account Holder as well as the Participant:

1. Provisions of the Central Depositories Act, 1997 ("the Act") and the Central Depository Company of Pakistan Limited Regulations ("the Regulations") as amended from time to time and the CDC's Operating Manual/Operating Instructions developed and issued pursuant thereto from time to time and any other by-laws, directives of the Securities and Exchange Commission of Pakistan issued from time to time, shall govern the opening, maintenance and operations of the Sub-Account.
2. Each page of this form should be duly signed by the Applicant (and joint Applicants if any) and the Participant or any authorized person of the Participant.
3. The Participant shall ensure provision of copies of all the relevant laws, rules and regulations at his office for access to the Sub-Account Holder(s) during working hours.
4. The Participant shall provide a list of his authorized agents/traders and designated employees, who can deal with the Sub-Account Holder(s) from time to time. Any change(s) therein shall forthwith be intimated in writing to the Sub-Account Holder(s).
5. The Registration Details and such other information specified by the Applicant in this form for opening of the Sub-Account appear in the Sub-Account to be established by the Participant in the Central Depository System who shall ensure the correctness and completeness of the same. Any change therein notified by the Sub-Account Holder from time to time in writing to the Participant shall reflect in the Sub-Account of such Sub-Account Holder.
6. The Book-entry Securities owned by the Sub-Account Holder shall be exclusively entered in the Sub-Account of such Sub-Account Holder.
7. Transfer, Pledge and Withdrawal of Book-entry Securities entered in the Sub-Account of the Sub-Account Holder shall only be made from time to time in accordance with the authorization given by the Sub-Account Holder to the Participant in Part (G) above pursuant to Section 12 and 24 of the Act. Such authorization shall constitute the congregated / entire authorizations by the Sub-Account Holder(s) in favour of the Participant and supersedes and cancels all prior authorizations (oral, written or electronic) including any different, conflicting or additional terms which appear on any agreement or form the Sub-Account Holder(s) has executed in favour of the Participant.
8. Participant shall be liable to give due and timely effect to the instructions of the Sub-Account Holder given in terms of the above-referred authorization with respect to transfer, pledge and withdrawal of Book-entry Securities entered in his Sub-Account under the control of the Participant. Such instructions, among other matters, may include closing of Sub-Account.
9. Participant shall send within 10 days of end of each quarter Account Balance statement to the Sub-Account Holder without any fee or charge showing the number of every Book-entry Security entered in his Sub-Account as of the end of the preceding quarter. Such Account Balance statement shall be generated from the CDS. Further, the Sub-Account Holder may request for such statement (including Account Activity reports) from the Participant at any time on payment of a fee on cost basis as prescribed by the Participant. The Participant shall be liable to provide such report/statement to the Sub-Account Holder within 3 Business Days from the date of receipt of such request, with or without charges.
10. In consideration for the facilities and services provided to the Sub-Account Holder by the Participant, the Sub-Account Holder shall pay fees and charges to the Participant as applicable for availing such facilities and services under the Act, the Regulations and these Terms & Conditions. In case of outstanding payment against any underlying market purchase transaction, charges and/or losses against the Sub-Account Holder, the Participant shall have the right, subject to Clause 7 above and under prior intimation to the Sub-Account Holder to clear the payment, charges and/or losses (including any shortfall in margin requirements) within the reasonable time prescribed by the Participant, to dispose off the necessary number of Book-entry Securities of the Sub-Account Holder and apply the net proceeds thereof towards the adjustment of such outstanding payment, charges and/or losses, provided that the Participant shall report the disposal of such Securities to the relevant Stock Exchange as an off-market transaction where the Securities are transferred from the Sub-Account to the House Account of the Participant.
11. Participant shall have the right, subject to 20 Business Days prior written notice to the Sub-Account Holder to close the Sub-Account if it becomes dormant with no holding balances. No Sub-Account shall be treated as dormant unless there is no activity for continuous six months.
12. Where admission of Participant to the CDS is suspended or terminated by the CDC, the Sub-Account Holder shall have the right, subject to the Regulations and the Procedures made thereunder, to request CDC to change his Controlling Account Holder and Participant shall extend full cooperation to the Sub-Account Holder in every regard, without prejudice to his right of recovery of any dues or receivable from the Sub-Account Holder.
13. In case of a Joint Account, all obligations and liabilities in relation to this Sub-Account or under these Terms and Conditions shall be joint and several.
14. These Terms and Conditions shall be binding on the Participant's nominee, legal representative, successors in interest and/or permitted assigns.
15. In the event of any conflict between these Terms and Conditions and the terms and conditions contained in Trading Account Opening Form or any other forms/authorizations prescribed by the Participant or otherwise, the Terms and Conditions contained herein shall prevail, insofar as it is related to the custodial services to be provided by the Participant under the legal framework of CDC.
16. The provision of services as provided for hereunder shall not constitute Participant as trustee and the Participant shall have no trust or other obligation in respect of the Book-entry Securities except as agreed by the Participant separately in writing.
17. The Participant is not acting under this application form as Investment Manager or Investment Advisor to the Sub-Account Holder(s).
18. The Participant should ensure due protection to the Sub-Account Holder regarding rights to dividend, rights or bonus shares etc. in respect of transactions routed through him and not do anything which is likely to harm the interest of the Sub-Account Holder with/from whom it may have had transactions in securities.
19. Subject to Section 21 of the Act, Participant shall maintain complete confidentiality of any information or document that is in his knowledge or possession or control relating to the affairs of the Sub-Account Holder(s), and in particular, relating to their Sub-Account(s), and shall not give, divulge, reveal or otherwise disclose such information or document to any other person.
20. These Terms and Conditions shall be deemed to have been amended, altered and/or modified if rights and duties of the parties hereto are altered by virtue of change in law, rules, regulations etc. of SECP and/or articles, rules, regulations of the Stock Exchanges and/or the Act, CDC Regulations, CDC's Operating Manual/Operating Procedures and/or any circular, directive or direction issued therein, such changes shall be deemed to have been incorporated and modified the rights and duties of the parties hereto.
21. The Participant shall offer IVR/ Web/ SMS (CDS access) facility to the Sub-Account Holder as a mandatory requirement.
22. The Participant shall ensure that duly filled in and signed copy of this form along with the acknowledgement receipt is provided to the Sub-Account Holder.

Signatures:

Main Applicant

Joint Applicant 1

Joint Applicant 2

Joint Applicant 3

Participant

\_\_\_\_\_

**DECLARATION & UNDERTAKING**

I/We, the undersigned, hereby declare that:

- a) I/We am/are not minor(s);
- b) I/We am/are of sound mind;
- c) I/We have not applied to be adjudicated as an insolvent and that I/We have not suspended payment and that I/We have not compounded with my/our creditors;
- d) I/We am/are not an undischarged insolvent;
- e) I/We confirm having read and understood the above Terms and Conditions and I/We hereby unconditionally and irrevocably agree and undertake to be bound by and to comply with the above Terms and Conditions and any other terms and conditions which may be notified from time to time with the approval of the concerned authorities modifying or substituting all or any of the above Terms and Conditions in connection with the opening, maintenance and operation of the Sub-Account;
- f) I/We, being the Applicant(s), hereby further confirm that all the information contained in this form is true and correct to the best of my/our knowledge as on the date of making this application;
- g) I/We further agree that any false/misleading information by me/us or suspension of any material fact will render my/our Sub-Account liable for termination and further action under the law; and
- h) I/We hereby now apply for opening, maintaining, operation of Sub-Account forming part of the Account Family of CDS Participant Account of Participant.

**DISCLAIMER FOR CDC ACCESS**

The main objective of providing information, reports and account maintenance services through the Interactive Voice Response System, Internet /Web access and Short Messaging Service ("SMS") or any other value added service is to facilitate the Sub-Account Holders ("Users") with a more modern way to access their information. CDC makes no other warranty of the IVR, Internet /Web access, SMS or any other value added services and Users hereby unconditionally agree that they shall make use of the internet/web access subject to all hazards and circumstances as exist with the use of the internet. CDC shall not be liable to any Users for providing and making available such services and for failure or delay in the provision of SMS to Users and all Users, who use the IVR, internet access, SMS or any other value added services, shall be deemed to have indemnified CDC, its directors, officers and employees for the time being in office and held them harmless from and against any losses, damages, costs and expenses incurred or suffered by them as a consequence of use of the IVR system, internet/web access, SMS or any other value added services.

All Users hereby warrant and agree that their access of the internet /web by the use of a User-ID and login is an advanced electronic signature and upon issuance of such User-ID to the user, they hereby waive any right to raise any objection to the compliance of the User-ID and login with the criteria of an advance electronic signature.

All Users shall by signing this Form and by their conduct of accessing the IVR, internet/Web access, SMS or any other value added services agree to all the terms and conditions and terms of use as shall appear on the CDC website at [www.cdcaccess.com.pk](http://www.cdcaccess.com.pk) which shall be deemed to have been read and agreed to by the Users before signing this form.

Name of Applicant:	Date: Place:	Signature:
Name of Joint Applicant No 1:	Date: Place:	Signature:
Name of Joint Applicant No 2:	Date: Place:	Signature:
Name of Joint Applicant No 3:	Date: Place:	Signature:
<b>For and on behalf of</b> <i>(In case if signed by the Attorney on behalf of the Applicant(s))</i>		
I/we hereby agree to admit the Applicant(s) as the Sub-Account Holder(s) in terms of the above Terms and Conditions as amended from time to time and shall abide by the same in respect of opening, maintenance and operation of such Sub-Account.		
Name of Participant:	Date:	
Participant's Seal & Signature:		
Witnesses:		
<b>1. Name:</b>		
Signature:	CNIC No:	
<b>2. Name:</b>		
Signature:	CNIC No:	

**Enclosures:**

1. Attested copy of CNIC / NICOP / Passport of the Applicants / Joint Applicants / nominee(s) (as the case may be).
2. Duly notarised Power of Attorney\* (if applicable).
3. Zakat Declaration of the Applicant and the Joint Applicant (if applicable).
4. Attested copy of NTN Certificate (if applicable).

\* Where the Applicant is a non-resident or foreigner, duly consularized copy of Power of Attorney by the Consul General of Pakistan having jurisdiction over the Applicant(s) should be submitted.

**H. FOR THE USE OF PARTICIPANT ONLY**

Particulars of Sub-Account Opening Form verified by :

		Stamp:		
Application:	<input type="checkbox"/> Approved	<input type="checkbox"/> Rejected	Signature: (Authorized signatory)	Date:
Sub-Account no. issued:				
Account opened by:				
Saved by:		Posted by:		
Signature:	Date:	Signature:	Date:	
Remarks: (if any)				

**ACKNOWLEDGEMENT RECEIPT**

Application No:	Date of receipt:
<i>I/We hereby confirm and acknowledge the receipt of duly filled and signed Sub-Account Opening Form from the following Applicant:</i>	
[Insert Name of Applicant(s)]	Participant's Seal & Signature:
1.	
2.	
3.	
4.	