



# Central Depository Services (India) Limited

Convenient Dependable Secure

## COMMUNIQUE TO DEPOSITORY PARTICIPANTS

CDSL/NP/DP/STMT/3384

December 21, 2012

### DISPATCH OF TRANSACTION AND HOLDING STATEMENTS ON BEHALF OF DEPOSITORY PARTICIPANTS

CDSL has time and again received requests from DPs to handle the activity of dispatch of transaction cum holding statements. To address this need and also to ensure authentic and timely statements to BOs, CDSL is pleased to announce the launch of the service of dispatch of transaction cum holding statements on behalf of Depository Participants with effect from **January 15, 2013**.

1. DPs wishing to avail of this service need to enter into an agreement with CDSL (franking value ₹300/-) as per format provided in **Annexure A**.
2. CDSL would require a lead time of 7 business days for processing.
3. DPs can opt for physical or electronic statements as applicable for their BOs.
  - 3.1. BO IDs for whom email statements are to be sent will be communicated by the DPs along with their respective email ids( only one email per BO ID). The same is to be communicated to us before each statement cycle in the format provided in **Annexure B**.
  - 3.2. Statements can be sent for all BOs or specific BOs as required.
  - 3.3. Statements will not be sent to CM Pool accounts, Principal accounts, client beneficiary accounts and client margin accounts even if statement is sought to be sent for such entities/demat accounts.
4. The frequency of statements can be monthly, quarterly, half yearly or annual.
5. Statements can be sent to Correspondence address or Permanent address as required.
  - 5.1. In the normal course statements will be sent only to the Correspondence address.
6. The statements would be dispatched on or before the 10th of each month for the previous month.
  - 6.1. Exceptions, if any, would be intimated.
7. The list of BOs to whom the statements are dispatched would be provided to DPs. The Proof of dispatch would be retained by CDSL.
8. Report on undelivered items would be provided to DPs at periodic intervals.
9. Bills will be raised monthly.

Queries relating to agreement/tariff etc may be addressed to:

**CDSL – New Projects Team** – Sunanda Markande on (022) 2272-5109, Latha Nair on (022) 2272-5062. Emails may be sent to: [lathan@cdslindia.com](mailto:lathan@cdslindia.com); [sunandam@cdslindia.com](mailto:sunandam@cdslindia.com)

sd/-

**Ramkumar K**  
**Sr. Vice President – New Projects**

DPs may email their complaints, if any to: [helpdesk@cdslindia.com](mailto:helpdesk@cdslindia.com)

**KEYWORD :** Transaction & Holding statements

**CDSL : your depository**  
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**Agreement between Central Depository Services (India) Limited and a  
Depository Participant**

This Agreement made and entered into at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ between **CENTRAL DEPOSITORY SERVICES (INDIA) LIMITED**, a company incorporated under the Companies Act, 1956, having its registered office at Phiroze Jeejeebhoy Towers, 17th Floor, Dalal Street, Mumbai- 400001, hereinafter called "CDSL" of the One Part; AND

\_\_\_\_\_ (description of the legal entity) having his / its office / registered office at \_\_\_\_\_

\_\_\_\_\_ and registered with Securities and Exchange Board of India as Depository Participant, hereinafter called "**the Participant**" of the Other Part.

AND WHEREAS as per the regulation 43 of SEBI (Depositories & Participants) Regulations, 1996, the participant is responsible for dispatching transaction/holding statements to its Beneficial Owners (BOs) at intervals specified by SEBI.

AND WHEREAS SEBI vide its letter MRD/DP/OW/19832/12 dated September 04, 2012 (copy attached) permitted CDSL to undertake the activity of dispatching the account statements to the BOs on behalf of the participants who opt for the same.

AND WHEREAS the participant has requested CDSL to dispatch transactions/holding statements or any other printed material as may be mutually agreed upon to its BOs.

**NOW THEREFORE** in consideration of the Participant agreeing to avail of the aforesaid service and CDSL agreeing to offer the aforesaid service to the participant, the parties hereto do hereby agree and covenant with each other as follows:

**1. Obligations of the parties:-**

- 1.1 The participant shall provide to CDSL suitable instructions as may be agreed upon for dispatch of printed matter to such BOs, 10 days prior to the date of dispatch/email of the same.
- 1.2 CDSL shall send /arrange for sending to those BOs of the participant, a statement of his account as requested by the participant within a period as may be mutually agreed upon by the participant and CDSL. However this will not absolve the DP of its obligation under Regulation 43 of SEBI (Depository and Participants) Regulations, 1996.
- 1.3 Such statements shall be sent at the correspondence address of the BO as appearing in the depository system or to the address notified by the participant.

- 1.4 Participant undertakes to provide to/ make available to CDSL e-mail IDs of only those BOs who have opted to receive account statements by e-mail and that the said e-mail IDs have been given to the Participant by BOs for receiving the account statements by e-mail.
- 1.5 Where a BO has opted to receive such statements electronically, the same shall be signed digitally by CDSL and mailed at the e-mail IDs of the BOs as appearing in the depository system.
- 1.6 The Participant shall be responsible if a wrong e-mail ID of the BO is provided or e-mail ID of a BO is provided who has not opted to receive the account statements by e-mail.
- 1.7 CDSL shall provide to the Participant the details of statements undelivered within reasonable time after the receipt of the undelivered article.
- 1.8 The participant shall pay to CDSL such charges for sending the statement as may be mutually agreed within ---days of raising the bill. CDSL shall be entitled to charge interest at the rate of 18% p.a. on the bills remaining unpaid after the due date.
- 1.9 In case the electronic mail attaching the statements of account sent to BOs bounces back/ is not deliverable for any reason whatsoever, CDSL shall send a hard copy of the statement to the BO at his correspondence address or to the address as notified by the participant for which the participant shall pay to CDSL such charges as may be mutually agreed.

## **2. Termination**

- 2.1. Either party may terminate this Agreement, after giving one months notice in writing to the other party.

## **3. Indemnity**

- 3.1 Each party shall indemnify and keep indemnified the other, against third party claim attributable to non fulfillment of their obligations under this agreement.

## **4. Stamp duty**

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

## **5. Force Majeure etc.**

- 5.1. 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 obligations under this Agreement or for any harm, loss, damage or injury caused to the other due to causes reasonably beyond its control including but not limited to tide, storm, cyclone, flood, lightning, earthquake, fire, blast, explosion or any other act of God, war, rebellion, revolution, insurrection, embargo or sanction, blockade, riot, civil commotion, labour action or unrest including strike, lock-out or boycott, interruption or failure of any utility service, enemy action, criminal conspiracy, act of terrorism or vandalism, sabotage, unanticipated technological or natural interference or intrusion, loss or damage to satellites, loss of satellite linkage or any other data communications linkage, loss of connectivity or any other irresistible force or compulsion.

## **6. Service of Notice**

- 6.1 Any notice or communication required to be given under this agreement shall be in writing, and shall be legally effective only when it is delivered to the addressee at the last known address.

## **7. Severability**

- 7.1. If any provision of this Agreement shall be held or adjudged by any competent court, tribunal or regulatory authority to be unlawful, void or unenforceable or if any such provision is rendered void or unenforceable by reason of any statutory amendment, notification or any judicial decision, such provision shall to the extent required be severed from this Agreement and rendered ineffective as far as possible without modifying the remaining provisions of this Agreement but shall not in any way effect the validity or enforcement of the rest of the provisions of this Agreement which shall continue to apply with full force and effect.

## **8. Arbitration and Conciliation**

- 8.1. The parties hereto shall, in respect of all disputes and differences that may arise between them, abide by the provisions relating to arbitration and conciliation specified under the Bye Laws. The place of arbitration shall be Mumbai.

## **9. Governing Language**

- 9.1. All deeds, documents and writings that may be executed and all correspondence that may be exchanged between the parties hereto in relation to the subject matter of this Agreement shall be in English language, which shall be the governing language between the parties hereto.

**10. Governing Law**

- 10.1. This Agreement shall be governed by and construed in accordance with the laws in force in India.

**11. Jurisdiction**

- 11.1. The parties hereto agree to submit to the exclusive jurisdiction of the courts in Mumbai.

**12. Execution of Agreement**

- 12.1. This Agreement is executed in duplicate and a copy each shall be retained by each of the parties hereto.

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

SIGNED AND DELIVERED )  
by the withinnamed )  
CENTRAL DEPOSITORY SERVICES (INDIA) LIMITED)  
by the hand of its authorised representative )  
Shri \_\_\_\_\_ )  
in the presence of \_\_\_\_\_ )

SIGNED AND DELIVERED )  
by the withinnamed the Participant )  
\_\_\_\_\_)  
\_\_\_\_\_)  
by the hand of its authorised representative )  
Shri \_\_\_\_\_ )  
in the presence of \_\_\_\_\_ )



भारतीय प्रतिभूति  
और विनिमय बोर्ड  
**Securities and Exchange  
Board of India**

Assistant General Manager  
Market Regulation Department- Division of Policy  
Tel: 26449659  
Email: [shinod@sebi.gov.in](mailto:shinod@sebi.gov.in)

MRD/DP/ OW/ 19832 /12  
September 04, 2012

Shri P S Reddy,  
Managing Director & CEO,  
Central Depository Services (India) Ltd.  
17<sup>th</sup> Floor, P J Towers,  
Dalal Street, Fort,  
Mumbai 400 001

Dear Sir,

**Sub: Dispatch of transaction/ holding statements to BOs.**

1. Please refer to your letter no. CDSL/NP/LN/2012-13/252 dated July 31, 2012, wherein you have proposed to undertake the activity of dispatching the account statements to the BOs on behalf of DPs who opt for same.
2. In this regard, please note that SEBI has no objection to your proposal. However, you are informed that as per Regulation 43, the legal responsibility shall rest with the DP.

Yours faithfully,

M A Shinod

5.7 PM.

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|-----|--------------------------------------------|-------------|
| NO  | RECEIVED                                   | AC          |
| ED  | Central Depository<br>Services (India) Ltd | FIN         |
| OPS | 05 SEP 2012                                | HRD/<br>ADM |
| BD  |                                            | AUDIT       |
| IT  | No. 1640/2012-R                            | LEGAL       |
| IGC | Controlled Unit Register                   | ACCTS       |

## Annexure B

| BO ID | Email ID |
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