



**Central Depository Company
of Pakistan Limited**

Head Office: CDC House, 99-B,
Block 'B', S.M. C.H.S.,
Main Shahr-e-Faisal,
Karachi-74400

Ref. No. CDC/C/N/04/2020

December 08, 2020

Notification No. 04 of 2020

Sub: Proposed amendments in the CDC Regulations relating to Various Matter

To,
The General Public,

This is to bring to the notice of general public that the Board of Directors of CDC has approved the attached amendments in the CDC Regulations relating to following matters, subject to approval of the Securities and Exchange Commission of Pakistan under Section 35(1) of the Central Depositories Act, 1997 (XIX of 1997) read with Section 52(3) of the Securities Act, 2015 (III of 2015).

1. Murabaha share financing through NCCPL

Rational: The Murabaha Share Financing System was introduced by NCCPL in 2018 to facilitate investors interested to transact in securities market in a Shariah compliant manner. In this respect, new Chapter 9E was inserted in the CDC Regulations.

Later, certain reservations were highlighted by the Shariah Council to the NCCPL in the MSF product, which requires certain changes in the process flow in the NCCPL Regulations and has consequential impact in the CDC Regulations. Accordingly, in order to make Regulations flexible and comprehensible for users, enabling provisions have been inserted in the proposed amendments whereby the process and transactional lags will be handled through Procedures.

2. Sahulat Account Opening Form allowing non-Resident Pakistani to open Online Account.

Rational: Upon the recommendation of Capital Market Advisory sub-committee, certain amendments are proposed in Centralized Know Your Customer (KYC) Organization (CKO) Regulations, 2017 in order to incorporate the mechanism of on-line account opening which also have consequential changes in the Sahulat Account Opening Form i.e. allowing Non-resident Pakistani Individual to open Sahulat Account, requirement to provide identity document of Non-resident Pakistani Individual duly attested by either notary public or Consul General of Pakistan having jurisdiction etc.

As required under Section 51(2) of the Securities Act, 2015 (III of 2015), such amendments are placed for public comments which may be sent at comments@cdcpak.com within 7 days of this Notification i.e. by **Tuesday, December 15, 2020**.

Regards,

Hammad Ali Faisal
Chief Compliance Officer

The Director/ HOD (PRDD-SMD)
Securities and Exchange Commission of Pakistan
Islamabad

The Chief Executive Officer
Pakistan Stock Exchange Limited
Karachi

The Chief Executive Officer
National Clearing Company of Pakistan Limited
Karachi

All CDS Elements

Comparative Statement - Amendments in the CDC Regulations Relating to Murabaha Share financing

S. #	Reg. #	Existing Regulations	Regulations Proposed by CDC
1.	9E.2.2	<p>Where any Valid Balance Order Delivery Transaction is Transmitted by the Clearing House to the CDC in respect of any MSF Eligible Securities Delivered in to an MSF Account of an MSF Account Holder pursuant to Regulation 9E.2.1, such Securities shall, subject to these Regulations, be Delivered from such MSF Account to a Target Holding specified in the Balance Order Delivery Transaction Transmitted by the Clearing House pursuant to this Regulation 9E.2.2 in MSF Blocked Status.</p> <p>Provided that, where any MSF Eligible Securities have been Delivered into the Main Account of the MSF Account Holder pursuant to Regulation 9E.2.1, such Securities may be transferred either by way of a Balance Order Delivery Transaction Transmitted by the Clearing House to the CDC or, in accordance with the Procedures, on the basis of a Valid Inter Account Free Delivery Transaction Transmitted by the MSF Account Holder to CDC.</p> <p>Provided further that where the Target Holding specified in the:</p> <p>(a) Balance Order Delivery Transaction Transmitted by the Clearing House,</p> <p>(b) Valid Inter Account Free Delivery Transaction Transmitted by the MSF Account Holder,</p> <p>as the case may be, Transmitted to the CDC pursuant to this Regulation 9E.2.2 is blocked or closed or where the access to such Target Holding has been Restricted for whatsoever reason, then the Securities comprised in such Balance Order Delivery Transaction or the Valid Inter Account Free Delivery Transaction, as the case may be, shall be Delivered in the Main Account of the Account</p>	<p>Where any Valid Balance Order Delivery Transaction is Transmitted by the Clearing House to the CDC in respect of any MSF Eligible Securities Delivered in to an MSF Account of an MSF Account Holder pursuant to Regulation 9E.2.1, such Securities shall, subject to these Regulations, be Delivered from such MSF Account to a Target Holding specified in the Balance Order Delivery Transaction Transmitted by the Clearing House pursuant to this Regulation 9E.2.2 <u>in the manner prescribed in the Procedures in MSF Blocked Status.</u></p> <p>Provided that, where any MSF Eligible Securities have been Delivered into the Main Account of the MSF Account Holder pursuant to Regulation 9E.2.1, such Securities may be transferred either by way of a Balance Order Delivery Transaction Transmitted by the Clearing House to the CDC or, in accordance with the Procedures, on the basis of a Valid Inter Account Free Delivery Transaction Transmitted by the MSF Account Holder to CDC.</p> <p>Provided further that where the Target Holding specified in the:</p> <p>(c) Balance Order Delivery Transaction Transmitted by the Clearing House,</p> <p>(d) Valid Inter Account Free Delivery Transaction Transmitted by the MSF Account Holder,</p> <p>as the case may be, Transmitted to the CDC pursuant to this Regulation 9E.2.2 is blocked or closed or where the access to such Target Holding has been Restricted for whatsoever reason, then the Securities comprised in such Balance Order Delivery Transaction or the Valid Inter Account Free Delivery Transaction, as the case may be, shall be Delivered in the Main</p>

Comparative Statement - Amendments in the CDC Regulations Relating to Murabaha Share financing

S. #	Reg. #	Existing Regulations	Regulations Proposed by CDC
		Holder who had controlled or is controlling such Target Holding.	Account of the Account Holder who had controlled or is controlling such Target Holding.
2.	9E.2.3	<p>Where any MSF Eligible Securities have been Delivered pursuant to Regulation 9E.2.2 in to an MSF Additional House Account or an MSF Sub-Account, such Securities shall be transferred [on the basis of Valid Balance Order Delivery Transaction(s) Transmitted by the Clearing House to the CDC] to the Target Holding under normal ID as specified in the Balance Order Delivery Transaction(s).</p> <p>Provided that where any MSF Eligible Securities have been Delivered into the Main Account of the MSF Account Holder pursuant to Regulation 9E.2.2, such Securities may be transferred to a Target Holding under normal ID either by way of a Balance Order Delivery Transaction Transmitted by the Clearing House to the CDC or, in accordance with the Procedures, on the basis of a Valid Inter Account Free Delivery Transaction Transmitted by the MSF Account Holder to CDC.</p> <p>Provided further where the Target Holding specified in this Regulation 9E.2.3 is blocked or closed or where the access to such Target Holding has been Restricted for whatsoever reason, the MSF Eligible Securities comprised in such Balance Order Delivery Transaction or, as the case may be, the Valid Inter Account Free Delivery Transaction, shall be Delivered in to the Main Account of the Account Holder who had controlled or is controlling such Target Holding.</p>	<p>Where any MSF Eligible Securities have been Delivered pursuant to Regulation 9E.2.2 in to an MSF Additional House Account or an MSF Sub-Account, such Securities shall be transferred [on the basis of Valid Balance Order Delivery Transaction(s) Transmitted by the Clearing House to the CDC] to the Target Holding under normal ID as specified in the Balance Order Delivery Transaction(s) <u>in the manner prescribed in the Procedures.</u></p> <p>Provided that where any MSF Eligible Securities have been Delivered into the Main Account of the MSF Account Holder pursuant to Regulation 9E.2.2, such Securities may be transferred to a Target Holding under normal ID either by way of a Balance Order Delivery Transaction Transmitted by the Clearing House to the CDC or, in accordance with the Procedures, on the basis of a Valid Inter Account Free Delivery Transaction Transmitted by the MSF Account Holder to CDC.</p> <p>Provided further where the Target Holding specified in this Regulation 9E.2.3 is blocked or closed or where the access to such Target Holding has been Restricted for whatsoever reason, the MSF Eligible Securities comprised in such Balance Order Delivery Transaction or, as the case may be, the Valid Inter Account Free Delivery Transaction, shall be Delivered in to the Main Account of the Account Holder who had controlled or is controlling such Target Holding.</p>

[Authorized Intermediary Name]
[Authorized Intermediary Address]

SAHULAT KNOW YOUR CLIENT (KYC) APPLICATION FORM
AND SAHULAT ACCOUNT OPENING FORM

(INDIVIDUAL **RESIDENT** PAKISTANI ONLY)

(Please use BLOCK LETTERS to fill the form)

For official use of Authorized Intermediary only	
Application Form No.	
TRE Certificate No.	
Broker Registration No.	
CDS Participant ID	
Sub-Account / IAS Account No.	
Trading Account No. (Back-office ID) (if applicable)	

A. IDENTITY DETAILS OF APPLICANT								
1. Full name of Applicant (As per CNIC/SNIC) Mr. / Mrs. / Ms.								
2. Father's / Husband's Name:								
3. Marital status: <input type="checkbox"/> Single <input type="checkbox"/> Married								
4. a. CNIC/ SNIC No:								
b. Expiry date:								
5. Date of Birth								
B. ADDRESS DETAILS OF APPLICANT								
1.(a) Mailing Address: (Address should be different from authorized intermediary business address except for employees of authorized intermediary)								
		City/Town/Village:	Province/State:	Country:				
(b) Tel. (Off.)*(optional):	(c) Tel. (Res.)*(optional):	(d) Mobile*:	(e) Email*:	(f) Fax*(optional):				
2.(a) Permanent Address: (Mandatory to fill out if different from mailing address)								
		City/Town/Village:	Province/State:	Country:				
C. OTHER DETAILS								
1. Gross Annual Income Details: <input type="checkbox"/> Up to Rs. 100,000 <input type="checkbox"/> Rs. 250,001 – Rs. 500,000 [Please tick (✓) the relevant box] <input type="checkbox"/> Rs. 100,001 – Rs. 250,000 <input type="checkbox"/> Above Rs. 500,000								
2. Source of Income:								
3.(a) Occupation: [Please tick (✓) the appropriate box]	<input type="checkbox"/>	Agriculturist	<input type="checkbox"/>	Business	<input type="checkbox"/>	Housewife	<input type="checkbox"/>	Household
	<input type="checkbox"/>	Retired Person	<input type="checkbox"/>	Student	<input type="checkbox"/>	Business Executive	<input type="checkbox"/>	Industrialist
	<input type="checkbox"/>	Professional	<input type="checkbox"/>	Service	<input type="checkbox"/>	Govt. /Public Sector	<input type="checkbox"/>	Others (Specify)
(b) Name of Employer/Business:				(c) Job Title / Designation:				
(d) Address of Employer/Business:								
4. Residential Status [Please tick (✓) the appropriate box]				<i>Resident</i>	<i>Non-Resident</i>	<i>Repatriable</i>	<i>Non-Repatriable</i>	
Pakistani				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
D. BANK DETAILS								
Bank Name.:			IBAN No.:					
E. DECLARATION								
I hereby confirm that all the information furnished above is true and correct to the best of my knowledge and belief and I undertake to inform you of any changes therein, immediately. In case any of the above information is found to be untrue or false or misleading or misrepresenting, I am aware that I may be held liable for it.								
Signature of the Applicant		Date: _____ (dd/mm/yyyy)		Signature of the Applicant as per CNIC/ SNIC (Only applicable if Applicant signature is different)				
FOR OFFICE USE ONLY								

----- Authorized Signatory	----- Date	----- Seal/Stamp of the Authorized Intermediary
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* Where the Person is resident, local mobile number shall be provided for the purpose of subscription to SMS as a mandatory requirement. Where the Person is a non-resident, email address shall be provided for eAlert/eStatement from CDC as a mandatory requirement. This information will also be used where any other service is subscribed under the CDC access. ~~Optional~~

F. Zakat Status:

<p>[If, according to the Fiqh of the Applicant(s), Zakat is not deductible, then relevant Declaration on prescribed format shall be submitted by the Applicant with the concerned Participant/TREC Holder/Investor Accountholder]. Non-Muslims shall submit an affidavit.</p>	<p>Please tick (☑) the appropriate box</p> <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:20px; text-align: center;"><input type="checkbox"/></td> <td>Muslim Zakat deductible</td> </tr> <tr> <td style="text-align: center;"><input type="checkbox"/></td> <td>Muslim Zakat non-deductible</td> </tr> <tr> <td style="text-align: center;"><input type="checkbox"/></td> <td>Not Applicable</td> </tr> </table>	<input type="checkbox"/>	Muslim Zakat deductible	<input type="checkbox"/>	Muslim Zakat non-deductible	<input type="checkbox"/>	Not Applicable
<input type="checkbox"/>	Muslim Zakat deductible						
<input type="checkbox"/>	Muslim Zakat non-deductible						
<input type="checkbox"/>	Not Applicable						

G. Particulars of nominee (Optional)

<p>[Nomination may be made in terms of requirements of Section 79 of the Companies Act, 2017, which inter alia requires that person nominated as aforesaid shall not be a person other than the following relatives of the Investor Accountholder/Sub-Account Holder, namely: a spouse, father, mother, brother, sister and son or daughter.]</p>	<p>(a) Name of Nominee:</p> <p>(b) Relationship with the Applicant: [Please tick (✓) appropriate box]</p> <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:20px; text-align: center;"><input type="checkbox"/></td> <td style="width:20px; text-align: center;"><input type="checkbox"/></td> <td style="width:20px; text-align: center;"><input type="checkbox"/></td> <td style="width:20px; text-align: center;"><input type="checkbox"/></td> <td style="width:20px; text-align: center;"><input type="checkbox"/></td> <td style="width:20px; text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td colspan="2">Spouse</td> <td colspan="2">Father</td> <td colspan="2">Mother</td> </tr> <tr> <td colspan="2">Brother</td> <td colspan="2">Sister</td> <td colspan="2">Son</td> </tr> <tr> <td colspan="2">Daughter</td> <td colspan="4"></td> </tr> </table> <p>(c) CNIC <input type="checkbox"/> SNIC <input type="checkbox"/> NICOP <input type="checkbox"/> ARC <input type="checkbox"/> POC <input type="checkbox"/> No of the Nominee: _____ [Please tick (✓) appropriate box]</p> <p>(d) Expiry date of CNIC /SNIC/ NICOP / ARC / POC: _____</p> <p>(e) Passport details: (In case of a foreigner or a Pakistani origin)</p> <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td>Passport Number:</td> </tr> <tr> <td>Place of Issue:</td> </tr> <tr> <td>Date of Issue:</td> </tr> <tr> <td>Date of Expiry:</td> </tr> </table>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Spouse		Father		Mother		Brother		Sister		Son		Daughter						Passport Number:	Place of Issue:	Date of Issue:	Date of Expiry:
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Daughter																																									
Passport Number:																																									
Place of Issue:																																									
Date of Issue:																																									
Date of Expiry:																																									

H. CDC access: CDC provides **FREE OF COST** services under CDC access whereby Sub-account holders/Investor Account holders can have real time access to their account related information.

1. Do you wish to subscribe to free of cost IVR/Web Service? [Please tick (·) the appropriate box]

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Yes	No	Yes	No

2. If you are subscribing to IVR and Web Service, please provide Mother's Maiden Name:

I. AUTHORIZATION UNDER SECTIONS 12 AND 24 OF THE CDC ACT EXCLUSIVELY FOR SETTLEMENT OF UNDERLYING TRADES, PLEDGE AND RECOVERY OF PAYMENTS, CHARGES AND LOSSES (FOR SUB-ACCOUNT ONLY)

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

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

Note: Please note that above shall serve as a standing authorization to the Participant for handling of Book-entry Securities owned by the undersigned Sub-Account Holder and entered in his/her 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 (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.

J. SIGNATURES

Name of Applicant:	Date: Place:	Signature:
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Enclosures*:

1. Copy of valid CNIC/SNIC/NICOP of the Applicant;
2. Copy of valid CNIC/SNIC/NICOP/ARC/POC/Passport of the Nominee, if nominated.
3. Copy of Zakat Declaration of the Applicant. In case of Non-Muslim, an affidavit shall be submitted.

** Non-resident shall submit the documents duly attested by either notary public or Consul General of Pakistan having jurisdiction over the Applicant.*

TERMS AND CONDITIONS

Please read and understand the Terms and Conditions, attached herewith as Annexure A, before signing and executing this form

DECLARATION & UNDERTAKING

I, the undersigned Applicant, hereby declare/undertake that:

- a) I am not minor;
- b) I am of sound mind;
- c) I have not applied to be adjudicated as an insolvent and that I have not suspended payment to any financial institution and that I have not compounded with my creditors;
- d) I am not an undischarged insolvent;
- e) I confirm and acknowledge that I have received the Terms and Conditions, duly stamped, dated, and signed by the Compliance Officer of Securities Broker/Participant, as an annexure to this Form at the time of signing of this Form and have carefully read, understood and accepted the attached Terms and Conditions which are deemed to be a part of this Form and I hereby unconditionally and irrevocably agree and undertake to be bound by and to comply with the attached Terms and Conditions and any other terms and conditions provided to me and placed on the website of the Securities Broker/Participant, which may be notified from time to time with the approval of the concerned authorities modifying or substituting all or any of the attached Terms and Conditions in connection with the opening, maintenance and operation of the Investor Account/Sub-Account / Trading Account, as the case may be;
- f) I hereby confirm that the Terms and Conditions shall constitute a Contract between the Parties hereto and govern opening, maintenance and operations of Trading Account, Sub-Account which shall be binding on the Sub-Account Holder as well as the Securities Broker/Participant and sharing of UIN and KYC information to/from NCCPL and ancillary matters connected therewith;
- g) The information furnished in this form is complete, valid, true and correct to the best of my knowledge and I shall inform the Securities Broker/Participant immediately in writing of any change therein;
- h) In case any of the above information is found to be false or misleading or suspension of any material fact, will render my Investor Account/Sub-Account/Trading Account, as the case may be, liable for termination and I shall be subject to further action under the law;
- i) All the documents filed/submitted by me for the purpose of this application are genuine and valid, bearing genuine signatures and stamps of duly authorized individuals/representatives and are in accordance with the applicable law;
- j) I agree that I/we shall not place any trading order in case of any concern or disagreement with any Terms and Conditions shared by Securities Broker/Participant and placement of trading order shall mean that I/we have affirmed/consented with the Terms and Conditions; and
- k) I hereby now apply for opening, maintaining and operating Investor Account/Sub-Account/Trading Account, as the case may be, with the Securities Broker/Participant.

I, the undersigned as Securities Broker/Participant, hereby declare/undertake/confirm that:

- l) I have provided in full the Terms and Conditions attached as an Annexure to this Form to the Customer/Sub-Account Holder at the time of filing of this Form and I hereby further confirm that provided Terms and Conditions are available on our website and update the same immediately upon occurrence of any change in Terms and Conditions. I further confirm that trading account/Sub-Account of customer/Sub-Account Holder shall be activated/opened only upon affirmation of the Terms and Conditions by the customer/Sub-Account Holder; and
- m) I have no doubt or concern that the Terms and Conditions shared with Customer/Sub-Account Holder by us are not updated and has any difference when compared with the specified Terms and Conditions and the attached Terms and Conditions also form part of this Form.

DISCLAIMER FOR CDC ACCESS SERVICES

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 Investor Accountholders/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.cdaccess.com.pk which shall be deemed to have been read and agreed to by the Users before signing this form.

Signatures:

Applicant

Seal/Stamp of the Authorized Intermediary

TERMS AND CONDITIONS

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

These Terms and Conditions shall constitute a Contract between the Parties hereto. This Contract shall govern opening, maintenance and operations of Trading Account, CDC Sub-Account(s) and sharing of UIN and KYC information to/from NCCPL and ancillary matters connected therewith.

GENERAL TERMS AND CONDITIONS

1. All Trades, Transactions including non-Exchange Transactions (jointly referred to as "Transactions") between the Parties and Clearing and Settlement thereof and opening, maintenance and operations of Sub-Account in the CDS shall be subject to the Securities Act, 2015, Central Depositories Act, 1997, Pakistan Stock Exchange Limited (PSX) Regulations, Central Depository Company of Pakistan Limited (CDC) Regulations, CKO Regulations, 2017, National Clearing Company of Pakistan Limited (NCCPL) Regulations and the Securities Brokers (Licensing and Operations) Regulation, 2016 including Procedures, Manuals, Policies, Guidelines, Circulars, Directives, and Notifications issued and as amended thereunder by the Securities and Exchange Commission of Pakistan (SECP), PSX, CDC or NCCPL from time to time.
2. The information provided in Sahulat Know Your Client (KYC) Form and/or Sahulat Account Opening Form shall be in addition to and not in derogation of the requirements prescribed under Anti-Money Laundering and Countering Financing of Terrorism Regulations, 2018.
3. These Terms and Conditions shall be binding on the nominee, legal representative, successors in interest and/or permitted assigns of the respective Parties hereto.
4. The Securities Broker/Participant shall provide a list of its Registered Offices and Representatives authorized and employees designated to deal with the Sub-Account Holder(s)/Customer(s) along with their authorized mobile/landline/fax number(s), email and registered addresses. Any change(s) therein shall be intimated in writing to the Sub-Account Holder(s)/Customer(s) with immediate effect.
5. The Securities Broker/Participant shall independently verify any of the Customer's related information provided in this Form and under the relevant laws, rules and regulations for the purpose of KYC.
6. In case of any change in the Customer's related information provided in this Form, the Customer shall provide necessary details to the Participant/Securities Broker. Upon receipt of instruction from the Customer, the Participant/Securities Broker shall give effect to such changes in the manner prescribed under the relevant regulations. The Participant/Securities Broker shall have the right to incorporate any change(s) in the Sub-Account Holder(s)/Customer's information in the CDS as sent by NCCPL as CKO and that such change(s) shall be deemed to have been authorized by the Sub-Account Holder(s)/Customer(s)..
7. Any change in this Form or these Terms and Conditions by virtue of any changes in the aforesaid legal frameworks shall be deemed to have been incorporated and modified the rights and duties of the Parties hereto.
8. The Securities Broker/Participant and the Customer shall be entitled to terminate this Contract without giving any reasons to each other after giving notice in writing of not less than one month to the other Party. Notwithstanding any such termination, all rights, liabilities and obligations of the Parties arising out of or in respect of Transactions entered into prior to the termination of this Contract shall continue to subsist and vest in /be binding on the respective Parties or his /her/ its respective heirs, executors, administrators, legal representatives or successors in interest and permissible assigns, as the case may be. Closure of Sub-Account of the Customer under this clause shall be subject to the condition that neither any corporate action is pending at that point of time in connection with any Book-entry Securities in the Sub-Account nor any Book-Entry Securities are in Pledged Position and that the outstanding dues, if any, payable by any Party to the other Party is cleared and that the Customer has transferred or withdrawn all the Book-Entry Securities from his/her Sub-Account.
9. Where applicable, the terms "Sub-Account Holder" and "Participant" used in this Form shall include the "Customer" and "Securities Broker/TRE Certificate Holder" respectively.
10. The Securities Broker/Participant should ensure due protection to the Sub-Account Holder / Customer regarding rights to dividend, rights or bonus shares etc. in respect of transactions routed through it 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.

TERMS AND CONDITIONS FOR OPENING AND OPERATIONS OF CDC SUB-ACCOUNT

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. The Registration Details and such other information specified by the Applicant in this form for opening of the Sub-Account shall appear in the Sub-Account to be established by the Participant in the CDS who shall ensure the correctness and completeness of the same.
2. 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 (l) above pursuant to Section 12 and 24 of the Central Depositories Act, 1997. 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.

3. 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/her 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.
4. 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 Central Depositories Act, 1997, 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 2 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 through market-based or Negotiated Deal Market sell transaction and apply the net proceeds thereof towards the adjustment of such outstanding payment, charges and/or losses.
5. 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/her Controlling Account Holder and Participant shall extend full cooperation to the Sub-Account Holder in every regard, without prejudice to its right of recovery of any dues or receivable from the Sub-Account Holder.
6. 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.
7. The Participant is not acting under this application form as Investment Manager or Investment Advisor to the Sub-Account Holder(s).

TERMS AND CONDITIONS FOR TRADING ACCOUNT

1. In case any dispute in connection with the Transaction between the Securities Broker and the Customer is not settled amicably, either Party may refer the same to the Arbitration in accordance with the arbitration procedures prescribed in PSX Regulations. The decision of arbitrators shall be binding on both the Parties subject to their rights of appeal in the manner provided in PSX Regulations, if exercised. The name and other relevant particulars of the Customer shall be placed on PSX's website accessible to Securities Brokers if the Customer fails or refuses to abide by or carryout any arbitration award passed against him/her and the Customer shall have no objection to the same.
2. The assets deposited as margin by a Customer with the Securities Broker shall only be used by the Securities Broker for the purposes of dealing in securities through PSX on behalf of such Customer other than as authorized by the Customer in writing in the manner prescribed under the relevant regulations.
3. The Securities Broker may deposit unutilized funds of the Customers in a separate profit-bearing bank account and shall distribute profit to the Customers out of total profit offered by bank(s) on such funds, unless specified otherwise in writing by the Customer.
4. The Securities Broker shall be authorized to act on the instructions of Customers given through any of the following modes of communication unless specifically designated by the Customer in the Form:
 - (a) Telephonic communication over a dedicated telephone line(s) routed through centralized call recording system;
 - (b) Email/SMS/Fax/Letter on the authorized email address/mobile/fax/address of the Securities Brokers;
 - (c) Verbal orders placed through personal appearance in the registered office subject to receipt of written acknowledgement of such in-person orders by Securities Brokers.
5. The Securities Broker shall make out the Contract Note (physical or electronic form) to the Customers in respect of trades executed on their behalf based on their order instructions not later than the start of next trading day as required under the Securities Brokers (Licensing and Operations) Regulations, 2016 through any of the following acceptable modes of communication unless specifically designated by the Customer in the Form:
 - (a) Recognized courier service;
 - (b) Registered Post at given correspondence address;
 - (c) Facsimile number provided on the Form;
 - (d) By hand subject to receipt/acknowledgement; or
 - (e) Email provided on the Form in case of Electronic Contract Note.

All such transactions recorded by the Securities Broker in the prescribed manner shall be conclusive and binding upon the Customer unless the Customer raises observation relating to unauthorized execution of such transaction or any error in the Contract Note within one trading day of the receipt of such Contract Note.

In the event of any dispute relating to order placement or executing of orders, the burden of proof shall be on the Securities Brokers to establish the authenticity of such order placement or execution thereof.

6. In case the Customer fails to deposit additional margins within one trading day of the margin call (in writing), the Securities Broker shall have absolute discretion to liquidate the Customer's outstanding positions including the securities purchased and carried in such account to meet the margin shortfall without further notice to the Customer.
7. The Securities Broker shall be responsible for the payment of any credit cash balance available in the account of the Customer through cross cheques or other banking channels (instruments) only within one (1) trading day of the request of the Customer subject to the maintenance of the margin requirements.
8. The Customer is aware that in the event of his/her non-payment on settlement day against securities bought on his/her account, the Securities Broker may transfer such securities to its Collateral Account under intimation to PSX in the manner as provided in PSX Regulations.
9. The Securities Broker shall accept from the Customer payments through "A/c Payee Only" crossed cheque, bank drafts, pay orders or other banking channels drawn on Customer's own bank account in case of amounts in excess of Rs. 25,000/-. Electronic transfer of funds to the Securities Broker through banks would be regarded as good as cheque. The Securities Broker shall provide the receipt to the Customer(s) in the name of the Customers duly signed by its authorized employee and the Customer(s) shall be responsible to obtain the receipt thereof. In case of cash dealings, proper receipt will be taken and given to the Customer(s), specifically mentioning if payment is for margin or the purchase of securities. The Securities broker shall immediately deposit in its bank account all cash received in whole i.e. no payments shall be made from the cash received from clients. However, in exceptional circumstances, where it becomes necessary for Securities Broker to accept cash in excess of Rs.25,000/-, the Securities Broker shall immediately report within one trading day such instances with rationale thereof to the PSX in accordance with the mechanism prescribed by PSX.
10. The Securities Brokers shall make all payments to the Customers through crossed cheques / bank drafts / pay orders or any other banking channels 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 prescribed under the Securities Brokers (Licensing and Operations) Regulations, 2016.
11. The Securities Broker shall provide to the Customers a quarterly Account Statement which shall include cash and securities ledgers as back office and CDC Sub-Account records along with reconciliation of any differences therein through any of the aforesaid modes of communication. In case of any discrepancy in the ledger statement, the Customer shall inform the Securities Broker within seven (7) days of receipt of the quarterly account statement to remove such discrepancy. Further, the Securities Broker shall provide to a Customer an Account Statement for a period specified by the Customer as and when requested by such Customer.
12. The Customer shall pay all applicable taxes and statutory and regulatory fee and levies and brokerage commissions as are prevailing from time to time in connection with the brokerage services rendered. The Securities Broker/Participant can debit up to the accrued amount of levies and charges the account of the Customers for the abovementioned charges, which shall be clearly detailed in the ledger statement/daily confirmations. Any change resulting in an increase in the brokerage commission shall take effect not earlier than five (5) trading days of intimation of the same to the Customers through acceptable mode of communication prescribed in the Form.
13. The Securities Broker shall append a Risk Disclosure Document with this Form in accordance with the specimen provided by PSX.

TERMS AND CONDITIONS FOR KNOW YOUR CLIENT (KYC) APPLICATION FORM "SAHULAT"

1. All terms herein shall, unless expressly stated otherwise, have the same meaning as ascribed to them in the Centralized KYC Organization Regulations.
2. The Sahulat Account can only be opened by resident Pakistani individuals with Authorized Intermediaries that are Securities Brokers and it shall be subject to following conditions or any other conditions as may be specified by PSX and/or SECP:
 - a. Only one client code can be tagged by a Securities Broker for Sahulat Account holder in NCCS.
 - b. Sahulat Account holder shall be allowed to open and maintain one Sahulat sub-account and/or one Sahulat IAS.
 - c. Resident Pakistani individuals already maintaining sahulat or normal trading account with Authorized Intermediaries that are Securities Brokers are not eligible for opening Sahulat Account.
 - d. Sahulat Account cannot be opened with joint holders
 - e. Sahulat Account holders shall only be eligible to trade in Ready Delivery Contract Market and no transactions in Derivative Contracts and Leveraged Market shall be allowed.
 - f. Trading by Sahulat Account Holders shall be subject to such position limits as may be notified by PSX from time to time with prior approval of SECP.
3. The Customer agrees that CKO may hold, store and process its KYC Information on the KYC Information System and KYC Database in connection with its KYC functions under the Centralized KYC Organization Regulations. The Customer also agrees that CKO may disclose its KYC Information as permitted under the CKO Regulations and such other disclosures as may be reasonably necessary for compliance with any other laws or regulatory requirements.
4. The Customer acknowledges that KYC Information System and KYC Database, including but not limited to all the information contained therein is the legal property of CKO.
5. These terms and conditions shall be governed by the laws of Pakistan.