



M. MUNIR M. AHMED KHANANI SECURITIES (PVT) LTD.

Corporate Member

Karachi Stock Exchange (Guarantee) Limited

Broker Code : 44

Member Code : 084

ACCOUNT OPENING FORM

Client's Name : _____

Trading A/C No. : _____

CDC Sub-A/C No. : _____

TRADING A/C. NO.
(to be filled by office only)

SUB-ACCOUNT NO.

DATE - -

NOTE 1: Each and every column must be filled in
NOTE 2: Each Page of the form must be duly signed by the account holder & the Broker

PART-A NATURE OF ACCOUNT

SINGLE JOINT COMPANY FIRM

PART-B ACCOUNT HOLDER FOR INDIVIDUAL ONLY

ACCOUNT TITLE (use Block Letters)		TELEPHONE NOS. Office	
(Name(s) of Account Holder as Per NIC)			
FATHER'S / HUSBAND'S NAME		Residence	
ADDRESS		Mobile	
		E-mail	
DATE OF BIRTH	-	NATIONALITY	PASSPORT NO.
RESIDENTIAL STATUS	<input type="checkbox"/> RESIDENT <input type="checkbox"/> NON-RESIDENT	GENDER	Place of Issue
OCCUPATION			Date of Issue
N.I.C.	-	NTN NO.	

PART-C JOINT ACCOUNT HOLDER

ACCOUNT TITLE (use Block Letters)		TELEPHONE NOS. Office	
(Name(s) of Account Holder as Per NIC)			
FATHER'S / HUSBAND'S NAME		Residence	
ADDRESS		Mobile	
		E-mail	
DATE OF BIRTH	-	NATIONALITY	PASSPORT NO.
RESIDENTIAL STATUS	<input type="checkbox"/> RESIDENT <input type="checkbox"/> NON-RESIDENT	GENDER	Place of Issue
OCCUPATION			Date of Issue
N.I.C.	-	NTN NO.	

PART-D FOR COMPANIES OR FIRM ONLY

COMPANY REGISTRATION NO.	BOARD RESOLUTION DATED (Attached as Annexure A)
RESIDENTIAL STATUS	<input type="checkbox"/> RESIDENT <input type="checkbox"/> NON-RESIDENT

Signature of Account Holder

Signature of Broker

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 the framed in pursuance of Section 34 of the Securities & Exchange Ordinance 1969. Moreover, all applicable provisions of the Securities and Exchange Ordinance 1969 read with the Securities & Exchange Commission of Pakistan Act 1997, Broker's and Agent's 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 Central Depository Companies of Pakistan Act, 1997, the Rules framed there under and the National Clearing & Settlement System Regulations and any other law for the time being in force. The Broker shall ensure 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 Broker shall only be used for the purposes of dealing 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 & 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 Mr. / Ms. _____ 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 the 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 the 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 CDS, 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 Brokers 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, a proper receipt will be taken and given to the Account Holder(s), specifically mentioning if the payment is for margin or the purchase of securities.
9. 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.
10. The Account Holder(s) shall operate the account and execute transactions himself/herself/themselves, unless the Account Holder(s) authorize Mr. / Ms. _____ N.I.C. No. _____ to transact in the account. All transactions executed by the authorized person shall be binding upon the Account Holder(s).

11. For Joint Account Holder Only:

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

Our titled account shall be operated only by Mr. / Ms. _____ who shall be deemed as the authorized person for operating the joint account or issuing any instructions relating thereto.

12. 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.
13. The Broker shall debit the account of 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.
14. The Broker shall not disclose the information of the transactions of the Account Holder(s) 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.

Signature of Account Holder

Signature of Broker

SPECIAL TERMS AND CONDITIONS

15. 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.
16. 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/acknowledgment. The onus of proving that the e-mail has been received by the recipient shall be on the sender sending the e-mail.
17. 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.
18. 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 annexures 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.
19. I/We, the Account Holder(s) understand that the shares trading business carries risk and is subject to the due diligence on the part of the broker. I/ We may incur losses for which I / we, the Account Holder(s) shall not hold the Broker responsible.
20. 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.

Signature of Broker

Signature of Account Holder

Signature of Joint Account Holder

WITNESS

1. _____ (ID No. _____)

2. _____ (ID No. _____)

Date : _____

ENCLOSURES (for individuals)

1. Attested copy 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 the passport of the applicant. Joint Account Holder(s) and or Nominee(s) (in case of non-residents).
4. Copy of the Letter of Authorization from the Account Holder(s) of the person authorized to trade in his/their accounts (if other than the account holder(s)).
5. A list of Transaction fee, Commission to be charged by the Broker and other CDC charges to be levied.

OFFICE USE ONLY

Dealer Name : _____ Referred by : _____ Opened by : _____

Checked by : _____ Approved by : _____ Requested by : _____

Signature of Account Holder

Signature of Broker

MOHAMMAD MUNIR MOHAMMAD AHMED KHANANI SECURITIES (PRIVATE) LIMITED

Terms and Conditions of Our Brokerage House

ORDER ENTRY

During the term of this contract the client may, from time to time, place oral or written orders for sale / purchase of shares himself / herself or by his / her authorized representative or in the case of a company, an institution or a firm, by its authorized directors / officers / partners. The Letter of Authority must be conveyed to our Brokerage House, hereinafter called the House.

If the House makes a transaction on the instructions of an authorized representative and the client fails to deliver shares / securities or funds, he / she will have to compensate for all losses the House may incur as a result of such failure.

SETTLEMENT (Purchase / Sale Contract)

- I. In case of purchase contracts, deliveries or spot transactions will be made to the client's Sub-Account in CDC on the scheduled delivery dates mentioned in the Memorandum of Confirmation of Purchase. In case of default in payment by the client, the House will sell shares / securities of the client in the market and will be entitled to recover the loss, in any form, from the client.
- II. In case of spot transactions, the settlement date will be the same. As such, the client must make payment on the day of the transactions. The House will not allow any credit purchases.
- III. In case of sale contract, the client shall deliver the shares / securities to the House in accordance with the terms of the Confirmation of Sale. Physical Share Certificates will not be accepted for effecting deliveries unless duly verified by the relevant companies or transferred to the CDC. The House shall not be responsible for any loss or damage etc., suffered by the Client due to late delivery of Share certificates by the client or due to circumstances beyond the control of the House.
- IV. The Proceeds of the shares / securities sold on behalf of the client shall be paid to him / her according to the terms of Confirmation of Sale.
- V. The client will have to bear all losses in any form as a result of his /her shares being squared up in the market.
- VI. The member will have the right to get the order executed through any of the Stock Exchanges or through in-house client-to-client (C to C) matching deal at running market rates.
- VII. In case of default of payment / dues, the Account Holder(s) may be treated as a defaulter of a financial institution or a bank.

TERMS & CONDITIONS PERTAINING TO CDC GROUP/SUB ACCOUNT

- I. I / We hereby further unconditionally and irrevocably authorize **Mohammed Munir Mohammed Ahmed Khanani Securities (Pvt) Ltd.** to pledge my Book Entry Securities to the extent of my trading exposure, in favour of Karachi Stock Exchange (G) Ltd., in accordance with Section 12 and Section 24 of the Central Depositories Act 1997 and the Regulation of the Central Depository Company of Pakistan Limited as may be amended and/or substituted from time to time.
- II. I / We hereby irrevocably and unconditionally authorize **Mohammed Munir Mohammed Ahmed Khanani Securities (Pvt) Ltd.** to move my shares/securities from my sub account from time to time for the settlement purpose with the right to dispose them off at any time without any notice to me and to apply the net proceeds thereof towards the adjustment of any outstanding amount that may be due from me, directly or indirectly to him including all my losses. I shall also continue to be liable for any shortfalls.
- III. I / We authorize **Mohammed Munir Mohammed Ahmed Khanani Securities (Pvt) Ltd.** to clear all my sale and purchase settlement on daily basis in my Sub-Account.

ACCEPTED BY CLIENT

Signature of Account Holder

Signature of Joint Account Holder

APPROVED BY

Signature of Broker
for **MOHAMMED MUNIR MOHAMMED
AHMED KHANANI SECURITIES (PVT) LTD.**

Dated : _____

M. MUNIR M. AHMED KHANANI SECURITIES (PVT) LTD.
Corporate Member, Karachi Stock Exchange (G) Ltd.
624-627, Karachi Stock Exchange Building,
Stock Exchange Road, Karachi-74000.

LETTER OF AUTHORITY

Dear Sir,

I want to inform you that I maintain a Sub A/C No. _____ under your **Participant A/C No. 06684** for custody of my shares. I am often busy and cannot instruct you directly on the telephone or otherwise. I, therefore, authorize Mr. **Mohammed Munir Khanani**,
S/o. **Mohammed Ahmed Khanani** NIC No. _____,
Address **Room No. 624-627, 6th Floor, Stock Exchange Building, Stock Exchange Road, Karachi.**

To convey my instructions to you among others on the following matters :

- 1) To place orders for purchase / sale of shares of various companies at various rates.
- 2) To sign confirmation statement of various trades carried out on my behalf during the period.
- 3) To issue written instructions to you, for receipt / transfer of shares (through normal trade into / out of my C.D.C. Sub Account)
- 4) To receive A/c payee cheques in my name from you and make payments on my behalf in cash or by cheques.
- 5) To receive original / copies of Bills, Proceeds and Difference Bills and copies of Account Statements on my behalf.

You will be fully indemnified, for all acts and omissions done, on behalf of my authorized person whose instructions shall be deemed as my instructions.

Yours sincerely,

Name : _____ Signature _____

Address: _____

Dated : _____

Annexure - 'A'

BOARD RESOLUTION

“RESOLVED that an application be made on behalf of _____
(Name of Company)
to **Mohammed Munir Mohammed Ahmed Khanani Securities (Pvt) Ltd.** for opening an Account and for the aforesaid purpose the Account Opening Form including Terms and Conditions as set out herein be executed on behalf of _____
(Name of Company)

FURTHER RESOLVED that Mr./ Ms. _____
and Mr./Ms. _____ be and are hereby authorized and empowered, either singly / jointly for and on behalf of _____
(Name of Company)
to sign and execute and deliver this Account Opening Form and Terms and Conditions and other documents in connection therewith, and to do any other act, deed or thing for and on behalf of _____
(Name of Company)
in respect of company’s application for opening an Account.

FURTHER RESOLVED that Mr./ Ms. _____
and Mr./Ms. _____ be and are hereby authorized and empowered, either singly / jointly to represent to the broker on all matters pertaining to the maintenance and operation of the Account, to deal, liaise and correspond with the broker and give instructions to fulfill all the responsibilities and obligations to the broker under the Law, Rules and Regulations and the Terms and Conditions in relation to the Account from time to time, and to deal with other incidental and ancillary acts, things and deeds”.

SIGNATURES OF THE DIRECTORS

1. _____ 2. _____
3. _____ 4. _____
5. _____

Date of Resolution: _____

M . MUNIR M . AHMED KHANANI SECURITIES (PVT) LTD.

Corporate Member, Karachi Stock Exchange (G) Ltd.

**624-627, Karachi Stock Exchange Building,
Stock Exchange Road, Karachi-74000.**

Tel : 021-2441179, Fax : 021-2443434

E-mail : info@munirkhanani.com

www.munirkhanani.com