

## Annexure 2 (a)

Application form by the applicant for registration as authorised person with trading member of BSE Ltd.  
(As per Rules, Bye Laws & Regulation of the Exchange)

|    |                                                                                                                                                                                                         |                                                                             |
|----|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------|
| 1  | Name of applicant<br>(applying for registration of Authorised Person)                                                                                                                                   |                                                                             |
| 2  | Trade name :<br>(of Authorised Person/ Partnership firm/<br>Corporate body)                                                                                                                             |                                                                             |
| 3  | Segment<br>1. Cash 2. Equity Derivatives 3. Currency<br>Derivative 4. Commodity Derivative 5. New Debt<br>6. EGR 7 All Segments                                                                         |                                                                             |
| 3  | Type of organization<br>(sole proprietor/partnership/LLP/corporate<br>body) [Kindly provide name/s of proprietor<br>/partners/directors]                                                                | Type of organization:<br>Names of Partners/Directors:<br>1 _____<br>2 _____ |
| 4  | Office address (with proof)<br>(Place from where authorised person will be<br>operating - covering area, street/road, city/dist.,<br>state & PIN etc., all fields are compulsory).                      |                                                                             |
| 5  | Contact Person Name,<br>Office Telephone,<br>Mobile Numbers,<br>Fax Numbers, Email ID                                                                                                                   |                                                                             |
| 6  | Residence address (with proof) with telephone<br>number<br>(i.e. of proprietor/all partners/all directors -<br>covering area, street/road, city/dist., state & PIN<br>etc., all fields are compulsory). |                                                                             |
| 7  | Education qualification & Date of Birth (with<br>proof of proprietor / all partners / all directors<br>with proof are compulsory)                                                                       |                                                                             |
| 8  | PAN Number of the applicant & applicant firm<br>and of proprietor/all partners/all directors with<br>proof is compulsory.                                                                               |                                                                             |
| 9  | Name and Member code of main Trading<br>Member to whom applicant is affiliated                                                                                                                          |                                                                             |
| 10 | Date of signing agreement with the Trading<br>Member                                                                                                                                                    |                                                                             |
| 11 | Authorised person affiliated to a Trading<br>Member in any other stock exchange - if Yes,                                                                                                               |                                                                             |

|    |                                                                                                                            |  |
|----|----------------------------------------------------------------------------------------------------------------------------|--|
|    | Provide details of Registration No. & Date with details of name of member to whom he/she/they is/are affiliated.           |  |
| 12 | Whether any case/claim/arbitration pending against the authorised person in any court/stock exchanges (provide details)    |  |
| 13 | In case applicant is member of a Regional/Multiple Stock Exchange, details of SEBI Registration No. & Date of Registration |  |

I certify that the information given in this application form is true to the best of my/our knowledge and belief.

Date :

Place :

Signature of applicant

**UNDERTAKING**

*(On letterhead of applicant)*

*[An applicant should submit this confirmation/declaration/undertaking while submitting an application for Authorized Person registration]*

Senior General Manager  
Membership Operations Department  
BSE Ltd.  
Mumbai

I hereby confirm/declare/undertake that (Name of proprietor as applicable should be mentioned) have not been convicted of any offence involving fraud or dishonesty and no trial is pending against above applicant/s in any court of law.

I hereby confirm/declare/undertake that the SEBI has not taken any action like cancellation of registration / or debarred or prohibited any of the applicant /s from dealing in securities market/imposed penalty after adjudication/prosecution etc. against any of the applicant/s (names as applicable)

In case of non-compliance on any of above or in case this confirmation/declaration/undertaking is found to be false, the Exchange may take necessary Disciplinary action as per the Rules, Byelaws and Regulations of BSE Limited

Date :  
Place :

Signature of applicant

*(On stamp paper of requisite value as per the Bombay Stamp Act)*

**Agreement between Member and Authorised Person**

This agreement ("Agreement") is made and executed at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,

Between:

M/s Daily Gong Financial Services Limited (formerly ISS Enterprises Limited), a body corporate, registered/ incorporated under the Companies Act, 1956, having its registered office at Internation Infotech Park, Tower No. 3 & 7, 5th Floor, Sector 30A, Vashi, Navi Mumbai-400 703, (hereinafter referred to as "**Member**") which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include his/her heirs, legal representatives, the partners for the time being of the said firm, the survivor or survivors of them and the heirs, executors and administrators of such last survivor /its successors and assigns, as the case may be ) of the **One Part**;

And

M/s. \_\_\_\_\_, a body corporate/ a company, registered/ incorporated under the Companies Act, 1956 / \_\_\_\_\_

(\*\*Please specify the legal provisions under which the entity is formed/incorporated \*\*), having its registered office at \_\_\_\_\_

(hereinafter called "**AP**" which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include his/her heirs, legal representatives, executors and administrators/ the partners for the time being of the said firm, the survivor or survivors of them and the heirs, executors and administrators of such last survivor /its successors and assigns, as the case may be) of the **Other Part**;

**Member** and **AP** shall hereinafter be also jointly referred to as the "**Parties**" and severally as the "**Party**".

**WHEREAS**

- i. The Securities and Exchange Board of India ("**SEBI**") vide its circular No. MRD/DR-1/Cir-16/2009 dated November 06, 2009 ("**said Circular**") addressed to all the recognised Stock Exchanges has issued the framework governing the market access through authorised persons.
- ii. SEBI vide said circular has *inter alia* directed that the stockbroker and authorised person shall enter into a written agreement in the form specified by the stock exchange.
- iii. Member is Trading Member with the **Capital Market (Cash/Equity)/Equity Derivatives/ Currency Derivatives/Commodity Derivatives/New Debt/EGR** Segment of the BSE Ltd. ("**BSE**"). (*##please delete whichever is not applicable*)
- iv. AP approached Member and Member has agreed to appoint AP as the authorised person in **Capital Market (Cash/Equity)/Equity Derivatives/ Currency Derivatives/Commodity Derivatives/New Debt/EGR** Segment (*##please delete whichever is not applicable*) on the terms and conditions specified in this Agreement.

**NOW, THEREFORE, THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS UNDER:**

## **1. LEGAL FRAMEWORK**

- 1.1 The provisions of the SEBI circular No. MRD/DR-1/Cir-16/2009 dated November 06, 2009 and other circulars issued by SEBI from time to time, the Rules, Bye-laws and Regulations and/or relevant notices of BSE shall be deemed to be an integral part of this Agreement. In the event of any conflict or contradiction between the provisions of the circulars, notices, directions and orders of SEBI, Rules, Bye-laws and Regulations, notices of the BSE, and this Agreement, the provisions of the statute, rules, bye-laws or regulations occurring sequentially earlier in the above list shall prevail over the one occurring sequentially subsequent thereto over this Agreement. The provisions of this Agreement are in addition thereto and not in derogation thereof.

## **2. CONDITIONS OF APPOINTMENT**

- 2.1 AP shall not receive or pay any money or securities in its own name or account. All receipts and payments of securities and funds shall be in the name or account of Member.
- 2.2 AP shall receive his remuneration-fees, charges, commission, salary, etc.- for his services only from Member and he shall not charge any amount to the clients.
- 2.3 AP shall not be appointed as authorized person by more than one stock broker on BSE (including all the segments).

## **3. OBLIGATIONS OF MEMBER**

- 3.1 If any trading terminal is provided by Member to AP, the place where such trading terminal is located shall be treated as branch office of Member.
- 3.2 Member shall display at each branch office, additional information such as particulars of authorised person in charge of that branch, time lines for dealing through authorised person, etc., as may be specified by BSE.
- 3.3 Member shall notify changes, if any, in the authorised person to all registered clients of that branch at least thirty days before the change.
- 3.4 Member shall conduct periodic inspection of branches assigned to authorised persons and records of the operations carried out by them. Further, the Member shall mandatorily examine all demat accounts and bank accounts of AP on such periodical basis as he/it may deem fit.
- 3.5 The clients introduced by AP shall be registered with Member only. The funds and securities of the clients shall be settled directly between Member and client and all documents like contract note, statement of funds and securities shall be issued to client by Member. AP may provide administrative assistance in procurement of documents and settlement, but shall not issue any document to client in its own name. No fund/securities of clients shall go to account of AP.
- 3.6 On noticing irregularities, if any, in the operations of AP, Member shall seek withdrawal of approval from BSE, withhold all moneys due to AP till resolution of investor problems, alert investors in the location where AP operates, file a complaint with the police, and take all measures required to protect the interest of investors and market.

## **4. OBLIGATIONS OF AP**

### **4.1 Abide by Law & Acquaintance to Law**

AP agrees to abide by and comply with and adhere to the circulars, notices, directions, order etc. that may be promulgated or issued from time to time either by SEBI, BSE, Reserve Bank of India or any other regulatory authority.

#### **4.2 Insolvency**

AP agrees to immediately furnish information to Member in writing, if any winding up petition or insolvency petition has been filed or any winding up or insolvency order or decree or award is passed against him/it or if any litigation which may have material adverse bearing on him, has been filed against him.

### **5. CONFIDENTIALITY**

Member and AP shall not disclose the Confidential Information (marked as such at the time of providing the information) of each other to any third party, without the written consent of the other Party. The provisions of this Clause 5 shall not prohibit disclosure of Confidential Information, if and to the extent:

- a. required by law or for the purpose of any judicial proceedings arising out of this Agreement;
- b. required by the SEBI or any other regulatory authority;
- c. it becomes publicly available (other than as a result of a breach of an obligation of confidentiality);
- d. the information is obtained free of any restrictions on use or obligations of confidentiality from a third party which is itself free of any restrictions on use or obligations of confidentiality with respect to that information;
- e. the information is already in the possession of that Party and is not subject to an obligation of confidentiality or a restriction on use; or
- f. the information is independently developed

### **6. CONSEQUENCES OF CESSATION OF MEMBERSHIP ON A SEGMENT**

In the event of membership of the Member on any segment of BSE coming to an end for any reason whatsoever, the relevant part of this Agreement pertaining to such segment shall come to an end.

### **7. DISPUTE RESOLUTION AND ARBITRATION:**

The dispute between a client and AP shall be treated as dispute between such client and Member. All disputes and differences between AP and Member pertaining to subject matter of this Agreement, shall be redressed as per the Rules and Bye-laws of BSE pertaining to Arbitration other than between Members and in the absence of any provision in the Rules, Bye-laws of BSE to this effect, such disputes and differences shall be referred to arbitration as per the provisions of Arbitration & Conciliation Act, 1996.

### **8. GOVERNING LAW AND JURISDICTION**

- 8.1 This Agreement shall be governed by and construed in all respects in accordance with the laws of India. The Agreement shall be subject to exclusive jurisdiction of Courts of Mumbai.

### **9. TERMINATION**

- 9.1 This Agreement shall forthwith terminate if Member ceases to be a Trading member of BSE for any reason (including cessation of membership by reason of the Member's default, death, resignation or expulsion) or if the SEBI Registration of Member is cancelled.
- 9.2 Member and AP shall each be entitled to terminate this Agreement without giving any reasons to the other Party, after giving notice in writing of not less than 30 days to the other Party.
- 9.3 This Agreement will be terminated forthwith on withdrawal of approval given to AP by BSE and on receipt of request of Member to do so subject to compliance with the requirement prescribed by BSE.

**IN WITNESS WHEREOF** the Parties to this Agreement have caused these presents to be executed as of the day and year first above written.

AP's Signature/ Authorised Signatory:

Signed by \_\_\_\_\_

Title \_\_\_\_\_

Witness \_\_\_\_\_

The Member's Signature/Authorised Signatory:

Signed by \_\_\_\_\_

Title \_\_\_\_\_

Witness \_\_\_\_\_

*(on the letterhead of the Authorised person)*

DETAILS OF DIRECTORS OF M/S. \_\_\_\_\_ (APPLICANT AUTHORISED  
PERSON'S NAME) AS ON \_\_\_\_\_ (date)

| No | Name \$ | Father's<br>Name | Date of<br>Birth | PAN No. # | Qualificatio<br>n | Residential<br>Address | Contact / Mobile<br>No. |
|----|---------|------------------|------------------|-----------|-------------------|------------------------|-------------------------|
| 1  |         |                  |                  |           |                   |                        |                         |
| 2  |         |                  |                  |           |                   |                        |                         |
| 3  |         |                  |                  |           |                   |                        |                         |
| 4  |         |                  |                  |           |                   |                        |                         |

**NOTES:**

\$ All initials to be expanded (full name to be indicated)

For \_\_\_\_\_

Place :

Signature of Director of Authorised Person

Date :

With Stamp of the Authorised Person

**CERTIFICATE**

This is to certify that the details of directors in M/s. \_\_\_\_\_ as given above, based on my/ our scrutiny of the books of accounts, records and documents is true and correct to the best of my/our knowledge and as per information provided to my/our satisfaction.

For (Name of Certifying Firm)

Date :

Name of the Partner/Proprietor

Place :

Chartered Accountant/Company Secretary

Membership Number

UID No

*(on the letterhead of the Authorised person)*

Shareholding Pattern of \_\_\_\_\_ (*name of Authorised Person*) as on \_\_\_\_\_ (*date*)

| Sr. no. | Name \$ | Number of Shares held | Paid-up value per share Rs. | Amt paid-up Rs. | % age of total |
|---------|---------|-----------------------|-----------------------------|-----------------|----------------|
| 1.      |         |                       |                             |                 |                |
| 2.      |         |                       |                             |                 |                |
| 3.      |         |                       |                             |                 |                |
| 4.      |         |                       |                             |                 |                |
| 5.      |         |                       |                             |                 |                |
| Others  |         |                       |                             |                 |                |
| TOTAL   |         |                       |                             |                 | 100%           |

For \_\_\_\_\_

Place :

Date :

Signature of Director of Authorised Person

With Stamp of the Authorised Person

#### **CERTIFICATE**

This is to certify that the Shareholding in M/s. \_\_\_\_\_ as given above, based on my/ our scrutiny of the books of accounts, records and documents is true and correct to the best of my/our knowledge and as per information provided to my/our satisfaction.

For (Name of Certifying Firm)

Date :

Place :

Name of the Partner/Proprietor

Chartered Accountant/Company Secretary

Membership Number

UID No

***(on the letterhead of the Authorised person)***

CERTIFIED TRUE COPY OF BOARD RESOLUTION PASSED IN THE BOARD MEETING HELD ON \_\_\_\_\_ AUTHORISING DESIGNATED DIRECTOR(S) TO EXECUTE AND SUBMIT APPLICATION AND OTHER DOCUMENTS FOR REGISTRATION AS A AUTHORISED PERSON OF ISS IN ITS CAPITAL MARKET SEGMENT / FUTURES & OPTIONS SEGMENT / CURRENCY DERIVATIVES SEGMENT.

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“RESOLVED THAT Shri/ Mrs. / Ms. \_\_\_\_\_ and Shri/ Mrs./ Ms. \_\_\_\_\_, Designated Director(s) of the Company be and hereby authorized severally to execute and submit Application and other documents and to affix common seal of the Company, for Registration of the Company as a Authorised person in all the segments and Exchanges, wherever DAILY GONG FINANCIAL SERVICES LTD. is a Member.

Specimen Signatures:

| Sr. No. | Name of the Authorised Signatory | Specimen Signature of the Authorised Signatory |
|---------|----------------------------------|------------------------------------------------|
|         |                                  |                                                |
|         |                                  |                                                |

For and on behalf of the Board

Date : \_\_\_\_\_ Chairman/Managing director/  
Place : \_\_\_\_\_ Director/Company Secretary