

**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/ Corporate body)  |   |
| 3  | Segment<br>1. Cash Segment 2. Derivatives Segment 3. Both   |   |
| 3  | Type of organization<br>(sole proprietor/partnership/LLP/corporate body) [Kindly provide name/s of proprietor /partners/directors]  | Type of organization:<br><br>Names of Partners/Directors:<br>1 _____<br>2 _____ |
| 4  | Office address (with proof)<br>(place from where authorised person will be operating - covering area, street/road, city/dist., 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 number<br>(i.e. of proprietor/all partners/all directors - covering area, street/road, city/dist., state & PIN etc., all fields are compulsory).          |   |
| 7  | Education qualification & Date of Birth (with proof)<br>(of proprietor / all partners / all directors with proof are compulsory)  |   |
| 8  | PAN Number of the applicant & applicant firm and of proprietor/all partners/all directors with proof is compulsory.   |   |
| 9  | Name and clearing no. of main Trading Member to whom applicant is affiliated  |   |
| 10 | Date of signing agreement with the Trading Member   |   |
| 11 | Authorised person affiliated to a Trading 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

**Declaration/Confirmation/Undertaking and recommendation from Member  
BSE Limited  
(Rules, Bye laws & Regulation of the Stock Exchange)**

To,

Bombay Stock Exchange Limited,

Dear Sirs,

I/We understand that \_\_\_\_\_ son of \_\_\_\_\_ aged \_\_\_\_\_ years,  
residing at \_\_\_\_\_ is attached to me at \_\_\_\_\_ for carrying  
on the shares and securities business as an Authorized Person (AP).

- I/We confirm that (name of authorized person) is/will be transacting business through me and funds & securities of the clients shall be settled directly between stock brokers and client and all documents like contract note, statement of funds and securities would be issued to client by us. Authorised person may provide administrative assistance in procurement of documents and settlement, but will not issue any contract notes / statements to client in its own name. No fund/securities of clients will go to account of authorized person. I/We further confirm that, authorised person will not charge any amount as brokerage from the clients.
- I/We confirm that, authorised person i.e. individual/partners/directors is/are a fit and proper person(s) to be registered as an Authorized Person.
- I/We also confirm that he/she/they is/are known to me/us for well over \_\_\_\_\_ years and have good financial background & reputation, moral character and integrity.
- I/We also confirm that Authorized Person firm or applicant i.e. individual/partners/directors is/are not appointed as authorized person under any other trading member/s of the Exchange.
- I/We also undertake that, we shall obtain prior permission of the Exchange for any changes like change in trade name/name, address and status and constitution of authorized person and he/she/they is/are eligible for appointment of authorized person.
- I/We also declare that Authorised Person has/have necessary infrastructure like adequate office space, equipment and manpower to effectively discharge the activities on behalf of us.
- I/We undertake that all acts of omission and commission of the authorized person shall be deemed to be those of the stock brokers. I/We are responsible for all such acts of omission and commission of the authorized person.

I/We hereby recommend his application for granting registration for carrying on shares and securities business as authorized person. I/We also confirm that the information that has been submitted is true to the best of my/our knowledge and if at a later date if any material information comes to my/our knowledge subsequent to the submission of this application, I/We undertake to keep informed to the Exchange about the same.

I/We trading member/s of \_\_\_\_\_ Exchange hereby recommend the above-mentioned applicant.

Yours faithfully,

Individuals/Partner/Director

Signature of Member/s with SEBI Registration Stamp

Date:

**UNDERTAKING**

(ON LETTERHEAD OF APPLICANT)

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

**Dy. General Manager  
Membership Compliance Dept.  
Bombay Stock Exchange Ltd.  
Mumbai**

I/We hereby confirm/declare/undertake that (Name of proprietor/all partners/all directors 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/We 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

Signature of Applicant  
Proprietor / Partner / Director  
(with rubber stamp)

Date:

**Annexure 2 (b)(iii)**

UNDERTAKING

(ON LETTERHEAD OF TRADING MEMBER)

**[Trading Member should submit this undertaking only in case the Applicant is already registered as remiser/sub broker and has applied for Authorized Person with the Exchange.]**

I/We hereby certify that the applicant (Name of authorised person) is a registered Remiser / sub broker and has applied for Authorized Person through me. In view of the above I/We hereby undertake that the applicant will cancel the remisiership/sub broker registration if already registered, immediately on receipt of Authorised Person Registration certificate from the Exchange.

In case of Non-Compliance on any of above, the Exchange may take necessary steps to disable the Trading Terminals of Authorized Person with immediate effect and take necessary disciplinary action against me.

Name and Signature of the Trading Member  
Proprietor / Partner / Director  
(with rubber stamp & SEBI Registration No.)

Date:

(updated on 02/03/2010)

(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 ... .. , 2009

**Between:**

**\*\*\*\*\*Mr./Ms./M/s SOUTH GUJARAT SHARES & SHAREBROKERS LTD.**, an individual/ a proprietary concern/ a partnership firm/ a body corporate, registered/ incorporated under the provisions of Partnership Act, 1932/ Companies Act, 1956, having his/her/its office/registered office at **3<sup>RD</sup> FLOOR BELGIUM CHAMBERS, OPP.LINEAR BUS STOP, RING ROAD, SURAT – 395 003**, (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**

**\*\*\*\*\*<sup>1</sup>M/s.** ....., an individual/a partnership firm / a limited liability partnership/a body corporate/a company, registered/incorporated under the Partnership Act, 1932/Limited Liability Partnership Act, 2008/ Companies Act, 1956/..... *(\*\*Please specify the legal provisions under which the entity is formed/incorporated \*\*)*, having its registered office at ... .. *(\*\*Please specify the complete address\*\*)*, (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

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<sup>1</sup> *\*\*\*\*\*Please delete, whichever is not required.*

has issued the framework governing the market access through authorised persons.

- ii) SEBI vide said circular has *inter alia* directed that the stock broker and authorised person shall enter into a written agreement in the form specified by the stock exchange.
- iii) Member is (a) Trading Member with the cash Segment, (b) Trading cum clearing Member with the Derivatives Segment, (c) Trading cum Clearing Member with the Currency Derivatives Segment of the Bombay Stock Exchange Ltd. (“BSE”). *(###<sup>2</sup> out of options (a),(b) and (c), please delete which ever is not applicable\*\*\*)*
- iv) AP approached Member and Member has agreed to appoint AP as the authorised person 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.

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<sup>2</sup> *###-Please delete whichever is not applicable*

- 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.
- 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/clearing 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:

The Member's  
Signature/Authorised Signatory:  
Signed by:  
Title:

Witness:  
(updated on 02/03/2010)

Witness: