



ISS ENTERPRISE LIMITED

INTERNATIONAL INFOTECH PARK,
TOWER NO.3, 5TH FLOOR,
SECTOR-30, VASHI, NAVI MUMBAI – 400703
Tel:- (022) 61829500, Extn.:- 545, 546, 506
Fax No.:- (022) 61829547
Web Site:- www.isesec.com. E-mail id: - crd@iseindia.com

Application for Authorized Person - **BSE**

NOTE: - HAND WRITTEN FORM NOT ACCEPTABLE

Enclosures (Checklist):

Particulars	Yes / No
1. Two passport size photographs	
2. Self attested Address proof (Passport/ Voters ID/ Driving License/Aadhar Card, Etc.)	
3. Self attested Clear PAN Card Copy	
4. Self attested Educational Certificate (of the highest qualification) Minimum 10 th Pass.	
5. Attested bank account proof (cancelled cheque/ account statement)	
6. Address Proof of the proposed office premise (rental agreement/ telephone bill)	
<p>7. In case of Partnership Firm as Authorized Person/ Sub broker:</p> <p>a. 1, 2, 3, 4 documents above of all partners.</p> <p>b. copy of the Partnership Deed duly signed by all partners (partnership deed should be registered)</p> <p>c. Details of partners Annexure-6</p> <p>d. Attested clear PAN card copy of the firm (may be submitted later, if not already allotted)</p> <p>e. Bank account proof of the firm (cancelled cheque/ account statement)</p> <p>f. Address Proof of the proposed office premise (rental agreement/ telephone bill)</p> <p>g. Registrar of firms (ROF) copy.</p>	
<p>h. In case of Companies as Authorized Person/ Sub broker Certified true copy by CA/CS of the Board Resolution on the Company letter head and all Directors signature required (authorizing the business association and for signing the documents etc.) Annexure-12</p> <p>i. Copy of the Memorandum & Articles of Association along with Certificate of Incorporation</p> <p>j. List of Directors on the Company letter head, duly signed by the MD/ Whole Time Director - Annexure-7</p> <p>k. Form-32 to support the list of Directors, DIR-12</p> <p>l. 1, 2, 3, 4 documents above of all directors</p> <p>m. Shareholding Pattern of the Company- Annexure-8</p> <p>n. Attested clear PAN card copy of the firm and shareholders.</p> <p>o. Bank account proof of the firm (cancelled cheque/ account statement)</p> <p>p. Address Proof of the proposed office premise (rental agreement/ telephone bill)</p>	
8. Sub-broker/Authorized Persons (APs) can perform the In-Person Verification (IPV) as per SEBI circular No. MIRSD/DR-1/Cir-16/09 dated 6.11.2009	
9. Authorized Person (AP) Agreement duly signed/stamped. Individual/ Proprietor/ Corporate/ Partnership Firm/ LLP)- Annexure-3	
10. Business Associate Agreement (As per Co. format) duly signed by the Associate- Annexure-1	
11. Application Form: - By Applicant (duly signed/stamped by the applicant.) Annexure	

– 2 (Individual/ Proprietor/ Corporate/ Partnership Firm/ LLP.	
12. Undertaking /Declaration (on the letterhead of the applicant) from the applicant as per the prescribed format that he/ she /they have not been convicted any offence / fraud. (In case of partnership/corporate all partners/directors names should be included) Annexure-4	
13. Undertaking (on the letterhead of the applicant) from the applicant that he/she/they will deal directly with investors and not through any other Authorized person. (In case of partnership firm / corporate entity all partner/ directors should sign) Annexure-5	
14. Two References: - 1. Letters from applicant's Banker duly signed by the Bank manager with reference number. (On the letterhead of the Bank.) 2. Letter from any third party such as C.A/ Lawyer/ Notary/ other 'SEBI' registered stock broker (In case of partnership firm/corporate entity all Partners/directors names should be included in reference. Annexure-9 and Annexure-9.1	
15. At least 2 years Capital Market experience letter in case the Education Qualification of any Individual/Partner/Director of the applicant is less than HSC. Annexure-10	
16. In case individual / partner / director is a married female, proof of name change If any. Certified true copy of Marriage certificate or original affidavit duly attested by Notary public. (to be certified by C.A. or Notary)	
17. Details of Office Infrastructure of the Authorized Person. Annexure-11	
18. Terminal Activation documents. Annexure-13	
19. Affidavit –cum-undertaking (Cash Segment) for CTCL Terminal Annexure-14	
20. ODIN Charges for All segments (Dealer terminal) Annexure-15	
21. ISS Levies and Incentives. Annexure-16	
<u>Technology:</u> 1. The trading software provided by ISS is “ DAILYGONGPLUS by ISS ENTERPRISE LTD ”. 2. We offer NSE, BSE,FNO,CD and MCX on DAILYGONGPLUS by ISS ENTERPRISE LTD Trading Software. 3. The charges for DAILYGONGPLUS by ISS ENTERPRISE LTD terminal is Rs 800/- per month for all segments 4. We offer “ TECH EXCEL ” back office software to the authorized persons. 5. For client level trading the software is available DAILYGONGPLUS (NSE on Web). NSE, BSE, FNO, and CDS 6. The connectivity for Trading Terminals are through Internet.	
ISS DP:- ISS ENTERPRISE LIMITED is a Depository Participant (DP) of Central Depository Services (India) Limited (CDSL) registered with SEBI under registration no.IN-DP-CDSL-392-2018. Authorized Persons can open their client Demat account with ISS, thereby client can open trading account and demat account and get the services of the DP in a single place.	

Annexure – 2

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 (applying for registration of Authorised Person.)	
2	Trade name : (of Authorised Person/ Partnership firm/ Corporate body)	
3	Segment 1. Cash Segment 2. Derivatives Segment 3. Currency Derivative Segment	CASH SEGMENT
3	Type of organization (sole proprietor/partnership/LLP/corporate body) [Kindly provide name/s of proprietor /partners/directors]	Type of organization: Names of Partners/Directors: 1 _____ 2 _____
4	Office address (with proof) (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, Office Telephone, Mobile Numbers, Fax Numbers , Email ID	
6	Residence address (with proof) with telephone number (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) (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	ISS ENTERPRISE LIMITED CLEARING NO.:- 918
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

Annexure – 3

(On Non-judicial Stamp Paper of Rs. 100/-)

AGREEMENT BETWEEN MEMBER AND AUTHORISED PERSON

(ON STAMP PAPER OF REQUISITE VALUE AS PER THE BOMBAY STAMP ACT)

This agreement (“Agreement”) is made and executed at _____ this _____ day of _____, 2023

Between:

***** **M/s. ISS ENTERPRISE LIMITED**, 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 **International Infotech Park, Tower No.7, 5th Floor, Sector-30, Vashi, Navi Mumbai-400703** (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

*****¹ **Mrs/Mr/ 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 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”). (~~###² out of options (a),(b) and (c), please delete whichever 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,

¹ ******Please delete, whichever is not required/applicable.*

Name & Signature of the Authorized Person

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);

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;

Name & Signature of the Authorized Person

- d) 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:

Witness:

Annexure – 4

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 Operations Dept.
BSE Ltd.
Mumbai**

I/We hereby confirm/declare/undertake that Mr/ M/s. _____ (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 – 5

ON LETTERHEAD OF APPLICANT)

Dy. General Manager

**Member Services & Development Dept.
Bombay Stock Exchange Ltd.
Mumbai**

I/We hereby undertakes that <he/she/they Mr/ M/s. _____ -Name of proprietor/all partners/all directors should be mentioned> will directly deal with investor and not through any other sub-broker.

I/We hereby confirm/declare/undertakes that the SEBI has not taken any action like cancellation of registration /debarred or prohibited from dealing in securities market/imposed penalty after adjudication/prosecution etc. against the applicant Mr/ M/s. _____ <Name/Trade name of Authorized Person > or against its Mr/ M/s. _____ < Name of proprietor/partner/director/s >.

In case of non-compliance on any part or found this confirmation/declaration/undertaking false, BSE/SEBI may take necessary disciplinary action as per the Rules, Byelaws and Regulations of BSE/SEBI.

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

Date:

Annexure – 11

Details of office infrastructure
(On the letter head of AP)

To,
M/s. ISS ENTERPRISE LIMITED
International Infotech Park
Tower 7, 5th Floor, Vashi
Navi Mumbai – 400 703

We are hereby mentioning our current details of office infrastructure which is as follows:-

1. Fax Machine:-
2. Computers:-
3. Telex:-
4. Number of Offices:-
5. Computers:-
6. Office Tel. No:-
7. Residential Tel.No:-
8. Number of Employees:-
9. Office Address:-

We hereby confirm that above statement is true.

Yours Faithfully,

Name of Proprietor

Signature

Date:-

Place:-

Annexure – 11

APPLICATION FOR APPROVAL AS USER ID FOR CTCL/ IML TERMINAL

*(Declaration to be given by the subbroker /authorized person and Approved User)
(To be filled on the letter head)*

Date:

To
ISS ENTERPRISE LIMITED
Navi Mumbai - 400703

Dear Sir,

- I _____ (Authorised person Name) do here by communicate to you that Mr./ Mrs _____ has been appointed by us as an **Approved User** and grant permission to act as our authorized user to operate CTCL/ IML Terminal.
- I/We shall ensure that the approved user will execute orders only after taking our prior approval
- I /We shall ensure that all orders punched by the approved user are with the prior consent of the respective clients
- I/We hereby agree and bind ourselves to be responsible for all acts, quotations made and transactions done; trades made, or affected by _____ our **Approved User** on the Trading System on the _____ Segment of the _____ Exchange.

Date:

Place:

Signature & Stamp of **Authorised Person**

- I hereby declare that I am aware about the Rules, Regulations and Byelaws and Circulars issued there under by the Exchange.
- I agree to become a User of M/s _____ (Authorised person Name).
- I would intimate **ISS ENTERPRISE LIMITED** on ceasing to be an **Approved User**, of M/S. _____ (Authorised person Name).
- I hereby agree to abide by the Rules, Regulations and Byelaws and Circulars issued by the Exchange that may be in force from time to time and understand that appropriate action may be initiated by the Exchange in case of violation of the Rules, Regulations and Byelaws and Circulars issued by the Exchange.
- I certify that I have not applied for any other User ID on the same segment for which this ID's now being applied for. I will not allow anybody else to access / use the Trading System using the User ID so allotted to me.

Name & Signature of **IML /CTCL User**

CTCL/IML ID - Activation Form (Handwritten Form will not be acceptable)

All fields are Mandatory	
Authorised Person Code	
Authorised Person Name	
AP Registration No (if applicable)	
Terminal No to be activated	
Market Segment (NSE/BSE/FNO/CDS/MCX)	
Status of office where terminal located (Authorized person office)	

Office Address where CTCL terminal to be installed:	
Address1	
Address2	
Address3	
City	
State	
Pincode	
Contact Person's Name	
Telephone No. with STD Code	
Email Id	
Purpose of trading terminal (Trading /View)	
Connectivity (VSAT / Leased line / Internet)	

Details of the Approved User in whose name terminal to be activated	
First Name	
Middle Name	
Last Name	
Date of Birth of Approved User	
Qualification of Approved User	
Address 1	
Address 2	
Address 3	
City	
State	
Pin Code	
Contact No. of Approved User	
Email ID of the Approved User	

Father's Details of Approved User	
First Name of Father	
Middle Name of Father	
Last Name of Father	

Certification Details	
Registration No. of NCFM/ BCDE/NISM Exam	
Expiry Date of NCFM/ BCDE/NISM Exam Certificate	
PAN of the Approved User	
Signature of NCFM Certified user on certificate	Yes/No
Relationship of the Approved User	

Mandatory Requirement:(Below part to be filled by ISS)

1) Attach Copy of NCFM /BCDE/NISM certificate along with Score card & Registration Number. (ensure that the photocopy is clear and visible)	
2) Attach Proof of Photo-ID card with signature on same for verification (PAN Card)	
Terminal ID	
Neat user ID	
Terminal details upload date	
Branch Code in ODIN	
Dealer Code in ODIN	
12 digit CTCL ID Code	
Date of Activation	
Name of Person who has activated	
Name of Person who has checked	

Annexure – 13

**DAILYGONGPLUS BY ISS ENTERPRISE LTD
CHARGES FOR ALL SEGMENTS
(DEALER TERMINAL)**

Date:
To
Technology Dept
ISS ENTERPRISE LIMITED

Dear Sir/Madam

Sub: Charges for **DAILYGONGPLUS BY ISS ENTERPRISE LTD** terminal for all segments

I have applied for **DAILYGONGPLUS BY ISS ENTERPRISE LTD** terminal for all segments.
I hereby agree and accept monthly recurring charges levied by ISS
I am aware presently ISS charges for **DAILYGONGPLUS BY ISS ENTERPRISE LTD** terminal for all segments at Rs 800/- per month (service tax additional) per terminal.
The charges can be debited to my four digit Settlement Account –Dealer terminal
Thanks & Regards

(Signature)
Authorised Person code _____
Authorised Person Name _____

NOTE: - Any change in charges will be intimated by way of circular to all.