



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 - **NSE**

NOTE: - HAND WRITTEN FORM NOT ACCEPTABLE

Enclosures (Checklist):

| Particulars | Yes / No |
|---|----------|
| 1. One 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:</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-4</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 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-10</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-5</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-6</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. | |
| Two References: - 1. Letters from applicant's Banker duly signed by the Bank manager with reference number. (On the letterhead of the Bank.) 12. 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-7 and Annexure-7.1 | |
| 13. 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-8 | |
| 14. 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) | |
| 15. Details of Office Infrastructure of the Authorized Person. Annexure-9 | |
| 16. Terminal Activation documents. Annexure-11 | |
| 17. Affidavit –cum-undertaking (Cash Segment) for CTCL Terminal Annexure-12 | |
| 18. ODIN Charges for All segments (Dealer terminal) Annexure-13 | |
| 19. ISS Levies and Incentives. Annexure-14 | |
| <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

Undertaking

(Application form by Applicant on the letterhead of the Authorised person)

I Mr. /Ms./M/s. _____ (*name of the applicant authorised person*) had applied for appointment as Authorised Person of the Stock Exchange on
(Tick the segment (s) applied for)

- ☐ **Capital Market**
- ☐ **Futures & Options**
- ☐ **Currency Derivatives**

segment (s) through trading member, Mr. / Ms./ M/s. **ISS ENTERPRISE LIMITED** (*name of the trading member*). In this regard, I hereby confirm/undertake that:

1. I/We (**nor our directors/ partners {in case of corporate/partnership firm}**) have not been convicted for any offence in the past and presently and not under trial for any offence involving fraud and dishonesty.
2. I will deal with investors on behalf of Trading Member only and that I would not engage in any activities with investors which could result in unauthorised intermediations.
3. I am neither an Authorised Person of any other member of the stock exchange and nor has/have applied for appointment as Authorised Person with any other member of the stock exchange.
4. I confirm that I am not a defaulter/expelled on any stock exchange.
5. I confirm that I am “fit and proper” under SEBI (Intermediaries) Regulations, 2008 and no action has been taken against me by SEBI, RBI, etc. and I have not defaulted in payment to any agency.

Date: _____

Place: _____

***Name, Signature & Seal**

*Should be signed by Proprietor/ Director/ Partner of the Authorised Person.

Annexure – 3

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

TRADING MEMBER AND AUTHORISED PERSON AGREEMENT

This Agreement is entered into this _____ day of _____ 20__ at _____ between **ISS ENTERPRISE LIMITED**, Member of National Stock Exchange of India Ltd. (hereinafter referred to as "NSEIL"), ordinarily carrying on business in sale and purchase of shares and securities in the name and style of **ISS ENTERPRISE LIMITED** from **24-Feb-2000** (hereinafter referred to as "the Trading Member") and having its registered office at **International Infotech Park, Tower No.7, Sector- 30, 5th Floor, Vashi, Navi Mumbai- 400 703** (address), which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include his/her heirs, executors, administrators and legal representatives/the partners for the time being of the said entity, the survivor or survivors of them and their respective heirs, executors, administrators and legal representatives/its successors, as the case may be, of the One Part;
AND

_____ an **individual/partnership firm/LLP/body corporate**
desirous of providing access to the trading platform of NSEIL as an agent of the Trading Member in the **Capital Markets/Futures & Options /Currency derivatives segment** in the name and style of _____ (hereinafter referred to as "the Authorised Person".) and having his/its office/registered office at _____

_____ (address), which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include his/her heirs, executors, administrators and legal representatives/the partners for the time being of the said entity, the survivor or survivors of them and their respective heirs, executors, administrators and legal representatives/its successors, as the case may be, of the **Other Part**;

WHEREAS,

1. Securities Exchange Board of India (hereinafter referred to as "SEBI") vide its Circular MIRSD/DR-1/Cir-16/09 dated 6th November 2009 has allowed SEBI registered stock brokers (including trading members) of stock exchanges to provide access to clients through authorised persons.
2. The Trading Member is a member of NSEIL and is a SEBI registered stock broker.
3. The Authorised Person is desirous of affiliating to the Trading Member to provide access to trading platform of NSEIL in **Capital Markets/Futures & Options /Currency derivatives segment** as an agent of the Trading Member.

Name & Signature of the Authorized Person

4. The Trading Member has satisfied about the eligibility criteria of the Authorised Person as stipulated by SEBI and NSEIL from time to time and therefore has agreed to the request of the Authorised Person.
5. SEBI vide the said Circular has stipulated that the stock broker and authorised person shall enter into written agreement(s) in the form(s) specified by Exchange which would inter-alia cover scope of the activities, responsibilities, confidentiality of information, commission sharing, termination clause, etc;

NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. SCOPE OF THE ACTIVITIES

- (a) The Trading Member and the Authorised Person shall act as per the requirements specified by SEBI and NSEIL in its Circulars issued from time to time.
- (b) The Authorised Person hereby acknowledge and confirm that the Authorised Person is entitled to act as a 'Authorised Person' within the meaning and subject to SEBI Circular MIRSD/ DR-1/ Cir- 16 /09 dated November 06, 2009 and Circulars issued by SEBI and NSEIL from time to time.
- (c) The client shall be registered with Trading Member only. The funds and securities of the clients shall be settled directly between Trading Member and client and all documents like contract note, statement of funds and securities would be issued to client by Trading Member. The Authorised person 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 the Authorized Person.
- (d) All acts of omission and commission of the Authorized Person shall be deemed to be of the Trading Member.

Name & Signature of the Authorized Person

2. **RESPONSIBILITIES/OBLIGATIONS OF THE AUTHORISED PERSON**

- (a) The Authorised Person shall not commit transactions in securities through the Trading Member in excess of the amount mutually agreed upon in writing from time to time.
- (b) The Authorised Person shall receive his remuneration - fees, charges, commission, salary, etc. - for his services only from the Trading Member and he/it shall not charge any amount from the clients.
- (c) The Authorised Person shall inform the Trading Member of any proposed material change in its status and constitution.
- (d) The Authorized Person 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 Trading Member.
- (e) The Authorised Person shall not to issue any documents like bill, confirmation memo, statement of funds/securities to the clients in its own name.
- (f) The Authorised Person agrees that the Trading Member and NSEIL would be entitled to establish any other additional control that it desires to ensure safe and secure dealing of investors with the Authorised Person.
- (g) The Authorised Person shall permit the Trading Member and NSEIL to conduct the inspection of the branch where the terminals are located and records of the operations carried out by the Authorised Person.

3. **RIGHTS, RESPONSIBILITIES/OBLIGATIONS OF THE TRADING MEMBER**

- (a) The Trading Member shall be responsible for all acts of omission and commission of the Authorised Person and/or their employees, including liabilities arising there from.
- (b) The Trading Member shall maintain a separate record including accounts in respect of the dealings in securities entered into on behalf of the individual client's dealing, with bifurcation showing the details by the Authorised Person.
- (c) The Trading Member shall display at the branch office additional information such as particulars of the Authorised Person in charge of that branch, time lines for dealing through Authorised Person, etc., as may be specified by NSEIL.

Name & Signature of the Authorized Person

- (d) On noticing irregularities, if any, in the operations of the Authorised Person, the Trading Member shall be entitled to seek withdrawal of approval, withhold all moneys due to Authorised Person till resolution of investor problems, alert investors in the location where Authorised Person operates, file a complaint with the police, and take all measures required to protect the interest of investors and market.
- (e) The Trading Member shall be entitled to conduct periodic inspection of branch assigned to the Authorised Person and records of operations carried out by the Authorised Person.

4. SHARING OF COMMISSION

The Authorised Person shall receive such remuneration - fees, charges, commission, salary, etc. - for his services from the Trading Member as may be mutually agreed between the Authorised Person and the Trading Member from time to time.

5. TERM AND TERMINATION

- (a) The Trading Member and the Authorised person agree that irrespective of the date of the Agreement, the Authorised Person will commence business only after receipt of approval granted by NSEIL, continue business during currency of the approval and will stop business as an Authorised Person from the date of withdrawal of approval by NSEIL.
- (b) The Trading Member and the Authorised Person shall be entitled to terminate this Agreement without giving any reasons to the other party after giving notice in writing of not less than one month to the other party at its respective address mentioned above.
- (c) Where the Trading Member has terminated his/its agreement with the Authorised Person, the Trading Member shall inform NSEIL.
- (d) This Agreement shall forthwith stand terminated-
 - if the Trading Member for any reason ceases to be a member of NSEIL including by cessation of membership by reason of the Trading Member's, death, resignation, expulsion or having being declared a defaulter or if the certificate issued by the SEBI is cancelled;

Name & Signature of the Authorized Person

- upon the demise/insolvency of the Authorised Person or the withdrawal of his/its approval with NSEIL.
- on being satisfied that the continuation of Authorised Person is detrimental to the interest of investors or securities market or the Authorised Person at a subsequent date becomes ineligible under clause 4 SEBI circular vide reference no. MIRSD/ DR-1/ Cir- 16 /09 dated November 06, 2009 or Circulars issued from time to time and also Circulars issued by NSEIL from time to time.

(e) In the event of withdrawal of the Authorised Person approval, the Trading Member shall ensure that investors/general public is informed about cancellation of appointment of the Authorised Person. A public advertisement to that effect shall be required to be issued by the Trading Member in a local newspaper where the Authorised Person's registered office, Head Office/Corporate office is situated and another in English daily news paper with wide circulation.

6. **DISPUTES**

- (a) If any dispute arises between the Trading Member and the Authorised Person, the same shall be settled as per the dispute resolution mechanism in accordance with the Rules, Bye-laws and Regulations of NSEIL.
- (b) Dispute between a client and an Authorised Person shall be treated as dispute between the client and the Trading Member and the same shall be submitted for redressal to the Investor Service Cell/Arbitration mechanism of NSEIL.

7. **GENERAL**

(a) **Confidential**

The Parties shall keep confidential all information pursuant to this Agreement and save and except which may be required to be disclosed under law or on need to know basis. The disclosing Party shall inform the other concerned Party(ies) of receipt of any such communication/notice/intimation requiring such disclosure to enable the concerned Party(ies) to take appropriate action, if required.

Name & Signature of the Authorized Person

(b) **Binding Effect**

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal successors.

(c) **Force Majeure**

Neither party shall be liable for any failure to perform any of its obligations under this Agreement if the performance is prevented, hindered or delayed by a Force Majeure Event (defined below) and in such case its obligations shall be suspended for so long as the Force Majeure Event continues. Each party shall promptly inform the other of the existence of a Force Majeure Event and shall consult together to find a mutually acceptable solution. "Force Majeure Event" means any event due to any cause beyond the reasonable control of the Trading Member and the Authorised Person, including, without limitation, unavailability of any communication system, breach or virus in the processes, sabotage, fire, flood, explosion, acts of God, civil commotion, strikes or industrial action of any kind, riots, insurrection, war, acts of government, computer hacking unauthorized access to computer data and storage devices, computer crashes, etc.

(d) **Variation**

The Agreement shall not be altered, amended and/or modified by the Parties in a manner that shall be in a contravention of any other provisions of this Agreement.

(e) **Severability**

If any provision of this Agreement is agreed by the parties to be illegal, void or unenforceable under any law that is applicable hereto or if any court of competent jurisdiction in a final decision so determines, this Agreement shall continue in force save that such provision shall be deemed to be deleted here from with effect from the date of such agreement or decision or such earlier date as the Parties may agree.

(f) **Interpretation**

In this Agreement, unless otherwise stated: -

Words in the singular shall include the plural and vice versa;

The headings in this Agreement are for convenience only and are not intended to have any legal effect; and

Name & Signature of the Authorized Person

Words denoting persons shall include bodies corporate, unincorporated associations and partnerships.

(g) **Waiver**

A failure by either party to exercise or enforce any rights conferred upon it by this Agreement shall not be deemed to be a waiver of any such rights or operate so as to bar the exercise or enforcement thereof at any subsequent time or times.

(h) **Governing law and jurisdiction**

The construction, validity and performance of this Agreement shall be governed in all respects by the laws of India. The parties hereby submit to the exclusive jurisdiction of the Courts at ____.

IN WITNESS WHEREOF, the parties hereto have set their hands and signatures on the day, month and year first above written.

Signed for and on behalf of the **Trading Member (ISS Enterprise Ltd.)**

Witness:

- 1.
- 2.

Signed for and on behalf of the **Authorised Person**

Witness

- 1.
- 2.

Note : Each and every page must be rubber stamped and signed

Annexure – 9

Details of office infrastructure
(On the letter head of sub-broker)

To,
ISS ENTERPRISE LIMITED
International Infotech Park
Tower 3, 5th Floor, Vashi
Navi Mumbai – 400 703

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

1. Computers:-
2. Number of Offices:-
3. Computers:-
4. Office Tel. No:-
5. Residential Tel.No:-
6. Number of Employees:-
7. 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.