

## NSE CHECK LIST FOR CORPORATE MEMBERS

Name

Address

Date: \_\_\_\_\_

To commence your business in C-Star & NSE platform a checklist for the documents to be submitted is given below.

	<b>List of Documents Submitted</b>	✓
1	Authorisation for Clearing Bank	
2	Self Attested Photo copy of the Bank Confirmation for a) Settlement A/C, b) Client A/C c) Self A/C.	
3	Clearing Member Undertaking – Capital Market Segment (To be executed on Rs.100 Non-judicial Stamp Paper Duly Notarised)	
4	Contract Note Format	
5	Details of Terminals as per format	
6	Historical Details of Members	
7	Member's Details as per format.	
8	Net Worth Certificate & Net Worth Calculation Sheet	
9	Security Deposit Letter as per format	
10	Undertaking for Fit and Proper Person	
11	Undertaking for terms and conditions MOU	
12	Undertaking for Locations of Self Code Trader-ID	
13	Undertaking for Software Usage (To be executed on Rs. 10 Non-judicial Stamp Paper Duly Notarised)	
14	Self Attested photo copy of DP Client Master List	
15	Self Attested photo copy of the Certificate of Incorporation (for Corporate)	

**Date:**

**To,  
The General Manager-(SEO),  
The Calcutta Stock Exchange Ltd  
7, Lyons Range  
Kolkata - 700001**

**Dear Sir/Madam,**

We are pleased to inform you that, we will be utilizing the electronic payments facility of HDFC Bank Limited. ("HDFC Bank")/AXIS BANK LTD

Under the scheme you will be able to receive settlements of our dues merely by advising Bank of the amount due and the due date of payments. Further, we understand that HDFC Bank is in a position to provide a facility where by our account can be accessed via internet and funds could be transferred electronically from our account to the account of The Calcutta Stock Exchange Ltd. Needless to say, your ability to recover our dues will be limited to the extent of facility available to our account.

In terms of agreement arrived at between us and to facilitate trade transactions, we hereby irrevocably and unconditionally confirm and state as under:

- a) We hereby authorize you to operate our Current Account No. \_\_\_\_\_ through your authorized signatory / nominee for purposes of transfer of funds lying in our account to your account maintained with HDFC Bank Limited/ AXIS BANK LTD at Stephen House branch.
- b) The instructions being given by us, as stated above, are irrevocable and cannot be modified by us without your prior written consent.
- c) We authorize you to obtain the user password and / or any material details from HDFC Bank / AXIS BANK LTD as may be required by you to operate our above mentioned account entirely at our risk and responsibility.

We hereby instruct you to act in accordance with above.

Kindly sign a copy of this letter as a token of your acknowledgement.

Thanking You

Yours truly,

**AUTHORIZED SIGNATORY  
(To be signed by all signatory if it is a joint account)**

Date :

To,  
The General Manager-(SEO),  
The Calcutta Stock Exchange Ltd  
7, Lyons Range  
Kolkata - 700001

Dear Sir,

**Subject: Request for permission to carry on business on NSE platform under Securities & Contracts (Regulation) Act, 1956 (SCRA)**

I/We am/are desirous of carrying on business on NSE platform on and from 14.1.2008. I/We hereby agree to work as a trading member as per clause \_\_\_\_\_ of the MOU agreement between Calcutta Stock Exchange and National Stock Exchange under Securities Contracts (Regulation ) Act, 1956 (SCRA)

In view of the above, I / we request you to kindly give us the trading terminal and the password to reactivate/ activate my TWS and handover the password to Sri ..... whose Signature is attested below.

My HDFC Bank /Axis Bank Account Nos:

<b>Self Account No.</b>	
<b>Client Account No.</b>	
<b>Settlement Account No.</b>	

My Demat account Details

<b>DP Name</b>	
<b>DP ID</b>	
<b>Client Name</b>	
<b>Client ID</b>	

\_\_\_\_\_  
(Signature of the authorized person)

Signature Attested  
For Proprietor

## **Clearing Member Undertaking – Capital Market Segment**

I/WE, Prop./Dir of M/s. \_\_\_\_\_, a SEBI registered Stock Broker of the Calcutta Stock Exchange Limited and having its registered office at \_\_\_\_\_ (hereinafter referred to as the 'Undersigned' which expression shall unless repugnant to the context include its successor, assigns and legal representatives) give this Undertaking IN FAVOUR OF The Calcutta Stock Exchange Limited (CSEL), a company incorporated under the Companies Act, 1956 and having its registered office at 7, Lyons Range, Kolkata.700 001 (hereinafter referred to as the 'Exchange' which expression shall unless repugnant to the context include its successors, assigns and legal representatives).

WHEREAS the Exchange is a company which offers trading, clearing and settlement services to any person/entity/organization including any member of any recognized stock exchange subject to the provisions of the Exchange's Rules, Bye-laws and Regulations.

AND WHEREAS the Exchange has inter-alia, determined that the Trading Members of the Calcutta Stock Exchange Limited (CSEL) are also the Clearing Membership of the Exchange in the Capital Market Segment of the Exchange and of any other exchange whose trading platform for the capital market segment is made available, from time to time;

AND WHEREAS the Undersigned is/are a Trading Member on the Capital market Segment of CSEL and are required to clear and settle the deals executed by the Undersigned by itself, in accordance with the Rules, Bye-Laws and Regulations of CSEL.

AND WHEREAS the Undersigned is engaged in the business of stock broking, the Exchange has admitted as stock broker, Undersigned execute an Undertaking in its favour.

NOW THEREFORE IN CONSIDERATION OF THE PREMISES AND IN CONSIDERATION OF THE EXCHANGE HAVING AGREED TO GRANT THE UNDERSIGNED AT ITS REQUEST, TRADING AND CLEARING ACTIVITIES ON THE CAPITAL MARKET SEGMENT OF THE EXCHANGE, THE UNDERSIGNED UNCONDITIONALLY AND IRREVOCABLY UNDERTAKE AND AGREE AS FOLLOWS :

1. That the Undersigned shall abide by, comply with and be bound by the Rules, Bye-laws and Regulations of the Exchange as in existence or as modified/amended by the relevant authority from time to time and also with any circular, order, direction, notice, instruction issued and as modified or amended from time to time by the relevant authority;
2. That the Undersigned shall execute, sign, subscribe, to such documents, papers, agreements, covenants, bonds and/or undertakings, whether legal or otherwise as required by the Exchange from time to time;
3. That the Undersigned shall follow and comply with such orders or instructions including any such order or instruction, whether being in the nature of a penalty or otherwise, as may be issued by Exchange or any committee of the Exchange duly constituted for the purpose, in the event of the Undersigned committing any violation of any Rules, Bye laws, Regulation or practice or code of conduct prescribed by the Exchange in respect of the conduct of the business in the Exchange;
4. That the Undersigned shall furnish security deposits, pledge securities, hypothecate movables, create lien on bank accounts or furnish such other security as may be

required by the Exchange from time to time and to do all acts, deeds and things to enable the Exchange to exercise all or part of the above mentioned securities to secure recovery of default in payment and other incidental charges relating to default and other dues of the Exchange, directly or indirectly, if any;

5. That the Undersigned are aware that the Undersigned is admitted as a Member for trading and clearing on payment the prescribed membership fee and security deposit and that the Undersigned do unequivocally undertake that it shall not be entitled to make any claim for refund of the security deposit, except when the Undersigned surrenders its trading-cum-clearing membership to the Exchange, that too for the amount lying after appropriation of amounts due from the Undersigned towards its liabilities or obligation towards the Exchange;
6. That without prejudice to the foregoing, the Exchange shall be entitled to forfeit any property, funds, amounts, deposits or other sums due to the Undersigned or to the credit of the Undersigned in such events or contingencies as may be stipulated in the Rules, Regulations and Bye-laws of the Exchange in force from time to time;
7. That without prejudice to the foregoing, the Exchange shall be entitled to liquidate the position of the Undersigned, if necessary, through any of the trading platforms on capital market segment as may be available from time to time;
8. That the Exchange shall not be held responsible or liable for any failure of computer systems, telecommunication network and other equipment installed at its offices and the Exchange shall also not be held responsible for any misuse, mishandling, damages, loss, defect etc. and the Exchange has the right to inspect and supervise all computer systems, software programmes, tele-communications, equipment, etc. which are provided by the Exchange at its office and the Undersigned shall not make any alterations, modifications and changes without prior written consent of the Exchange;
9. That the Exchange will be entitled to review the Undersigned's continuation as a Clearing Member of the Clearing Segment of the Exchange if in the opinion of the Exchange any change in the composition of the Undersigned's Board of Directors has resulted or its likely to result due to any direct or indirect transfer of shares or securities in its share capital or in the share capital of any one or more companies or bodies corporate holding any part of its paid-up capital and that any decision taken by the Exchange in this regard shall be final and binding upon the Undersigned.
10. That within three days from the date of the meeting of the Undersigned's Board of Directors or other competent committee, the Undersigned shall notify the Exchange of any approval or refusal to transfer the shares or securities forming part of its issued capital, if such transfer has or is likely to result in any change in the composition of its Board of Directors;
11. That the Undersigned shall take prior approval from the Exchange before forming any subsidiary or acquiring any other company;
12. That the Undersigned shall comply with requirement of the Exchange that its dominant promoter group shall consist only of persons who shall hold atleast 51% of the paid up capital (40% in case of listed companies) in accordance with the norms prescribed by the CSEL. The Undersigned further undertake that any change in its dominant promoter group or its shareholding interest shall be effected only after prior permission from the Exchange;
13. That the Undersigned shall forthwith inform the Exchange in writing as and when

any notice is received by the Undersigned in connection with any institution of winding up proceedings against it and that the Undersigned shall also inform the Exchange in writing before the Undersigned initiate any winding up proceedings to be would up. The Undersigned further undertake that it shall inform the Exchange in writing on the onset of any circumstance which is likely to or may render it to be wound up or which is likely to or may render it liable to be subject to winding up proceedings.

14. That the fees, security deposits, other monies and any additional deposits paid, whether in the form of cash, bank guarantee, securities or otherwise, with the Exchange, by the Undersigned from time to time, shall be subject to a first and paramount lien for any sum due to the Exchange and all other claims against the Undersigned for due fulfillment of engagements, obligations and liabilities of the Undersigned arising out of or incidental to any dealings made subject to the By-laws, Rules and Regulations of the Exchange. The Exchange shall be entitled to adjust or appropriate such fees, deposits and other monies for such dues and claims, to the exclusion of the other claims against the Undersigned, without any reference to the Undersigned.
15. That without prejudice to the rights, remedies whether legal or otherwise available to the Exchange upon the Undersigned's non-compliance with this Undertaking the Undersigned shall indemnify and keep indemnified the Exchange against any loss/damage suffered by it whether legal or otherwise arising due to its non-compliance with the provisions of this Undertaking.
16. That this Undertaking shall be binding upon its heirs legal representatives, successors and assigns.

Signed, sealed and delivered on this the \_\_\_\_\_ day of \_\_\_\_\_ at \_\_\_\_\_ on behalf of the within named company in terms of the resolution passed by the Board of Directors at the duly convened meeting held on \_\_\_\_\_ in presence of :

WITNESS :

(1) Signature

Name :

ADDRESS :

(2) Signature

Name :

ADDRESS :

**CONTRACT NOTE**

CAPITAL MARKET SEGMENT OF THE CALCUTTA STOCK EXCHANGE LTD (CSE))

Contract Note issued by Members acting for constituents as Brokers and Agents

Trades done in National Stock Exchange of India Ltd (NSE) pursuant to the provisions of Chapter XVIII of the Bye-laws of CSE

Dealing Office Address of the Member

Tel. No.

Fax. No.

Contract Note No.

Trade Date

Settlement No.

Settlement Date

**To be stamped as per the provisions applicable under the relevant Stamp Act**

Name of Member/Firm

Address of the Member

Phone Nos. & Contact Details

Code Number of the Member

SEBI Registration Number

PAN

To

Name of the Constituent

Address of the Constituent

Unique Client Code

Trading Code of the Constituent

PAN of Constituent

Sir / Madam,

I/We have this day done by your order and on your account the following transactions:

Order No.	Order Time	Trade No.	Trade Time	Security (Description)	Quantity	Buy /Sell	Gross Rate per Security (Rs.)	Total (Rs.)	Brokerage * (Total) (Rs.)	Service Tax * (Total) (Rs.)	Securities Transaction Tax * (Rs.)	Total (inclusive / net of brokerage, service tax and STT) (Rs.)

OTHER LEVIES, IF ANY:

1. Brokerage has been charged as stated and has been at rates not exceeding the official scale of brokerage and indicated separately
2. This contract is subject to provisions of Chapter XVIII of the CSE byelaws
3. The provisions printed overleaf form a part of the contract

Yours faithfully

Place:

Date:

Trading Member(s) of the Calcutta Stock Exchange Limited  
Name & Signature of the Partner / Proprietor / Authorized Signatory

## **Extracts of Chapter XVIII**

### **Investor Grievances and Arbitration**

Complaints or investor grievances against the Trading Members arising out of or in relation to transactions under this chapter shall be dealt with in accordance with the investor grievances redressal procedure prescribed under the Byelaws and Regulations of CSE.

Disputes between CSE trading members interse and between CSE trading members and their clients, arising out of or in relation to the transactions executed and settled under this chapter shall be resolved through arbitration procedure / mechanism available under the Bye-laws and Regulations of CSE. However, the substantive law to be applied by the Arbitrator/s for resolving the disputes through such arbitration mechanism shall be the Rules, Byelaws and Regulations of NSE.

If there is any dispute between a member of CSE and a member of NSE or with a member of another Exchange with which NSE may have similar arrangement, the same shall be resolved under Byelaws and Regulations of NSE.

### **Applicability of the Rules and Regulations of NSE**

All transactions done on the Trading platform of NSE under the arrangement shall be subject to the Rules, Byelaws, Regulations, Circulars, practices and procedures as prevalent on NSE. Members trading under the arrangement shall be bound by and comply with the Rules, Byelaws, Regulations and Circulars regarding trading, clearing and settlement, risk management etc. in respect of the transactions and all matters arising out of such transactions entered into by them on the trading platform of NSE. No member shall raise any objection on the ground that the same are not in conformity with the Rules, Byelaws, Regulations, practices and procedures prevalent on CSE.

PROVIDED, however, that the applicability of the Rules, Byelaws, Regulations, Circulars, practices and procedures as prevalent on NSE shall be subject to the terms and conditions and to the extent as provided in the Agreement as may be entered into between CSE and NSE and in this Chapter

PROVIDED further that except as provided above, the members shall be subject to the Rules, Byelaws & Regulations of CSE

Date:

File No.: .....

### Details of Terminal

Terminal No. ....

Sl.#	Particulars	Details
1.	Name of the Member	
2.	Code No.	
3.	Address where Terminal will be installed with Pin code	
4.	Nature of office	
5.	Phone No.	
6.	Name of Person using Terminal	
7.	Relation with above user	
8.	Date of Birth of above user	
9.	Date of activation	
10.	Residence address of above user with Pin code	
11.	BCSM/NCFM Registration No.	
	b) Valid Upto	For CM
		For F&O
	c) Segment	NSE CM      NSE F&O <input type="checkbox"/> <input type="checkbox"/>
12.	Mode of Connectivity :- a) LAN b) LEASE LINE c) VPN	
13.	Segment	NSE CM      NSE F&O <input type="checkbox"/> <input type="checkbox"/>

**Documents Required:** Photocopy of NCFM Certificate

.....  
Signature with Rubber Stamp  
For Office Use only

Accounts	Surveillance	ITD

D  
Date:

File No.: .....

## Details of Terminal

Terminal No. ....

Sl.#	Particulars	Details
1.	Name of the Member	
2.	Code No.	
3.	No of Terminals Required	
4.	NAME OF THE PERSON WHOM ID & PASSWORD WILL BE GIVEN	

.....  
Signature with Rubber Stamp

For Office Use only

Accounts	Surveillance	ITD

**SECURITIES AND EXCHANGE BOARD OF INDIA  
SECONDARY MARKET DEPARTMENT  
Mittal Court, A Wing, Gr. Floor,  
224, Nariman Point, Mumbai 400 021  
DATA BASE OF STOCK BROKERS  
SECTION I**

**I. HISTORICAL DETAILS OF MEMBER/BUSINESS**

1. (a) NAME OF THE MEMBER:

- a. (i) TRADE NAME –  
b. ii) IS IT JOINT VENTURE WITH FOREIGN COMPANY, IF SO, THE  
PERCENTAGE OF SHAREHOLDING BY THE FOREIGN COMPANY

(c) OFFICE ADDRESS/TEL & FAX NO.:

(d) SEBI REG. NO/DATE OF REG:

(e) DATE OF COMMENCEMENT OF BUSINESS :

(g) EXCHANGE CLEARING CODE :

(h) MODE OF ACQUIRING MEMBERSHIP (PLEASE TICK)

(i) NEW MEMBERSHIP

(ii) NOMINATION/ TRANSMISSION/CONVERSION

- i. PURCHASE OF CARD FROM ANOTHER MEMBER  
ii. PURCHASE OF CARD FROM EXCHANGE IN AUCTION

2. STATUS OF THE MEMBER BROKER (PLEASE TICK) 8

- (a) PROPRIETOR (b) PARTNERSHIP (c) CORPORATE WITH UNLIMITED LIABILITY (d) CORPORATE WITH LIMITED LIABILITY

3. INDICATE WHETHER THE STATUS OF THE MEMBER BROKER WAS CHANGED AFTER ITS FIRST REGISTRATION WITH SEBI : IF YES, LAST SEBI REG. NO. (b). \_\_\_\_\_

IF YES, FURNISH DETAILS INDICATING DATE(S) OF CHANGE IN CHRONOLOGICAL ORDER IN THE TABLE GIVEN BELOW

	PROPRIETOR	PARTNERSHIP	CORP WITH UNLIMITED LIABILITY	CORP. WITH LIMITED LIABILITY
PROPRIETOR				
PARTNERSHIP				
CORPORATE WITH UNLIMITED LIABILITY				
CORPORATE WITH LIMITED LIABILITY				

4. DETAILS OF PROPRIETOR/ PARTNERS/ALL DIRECTORS

NAME AND AGE	QUALIFICATION	WORK EXPERIENCE (NAME OF THE ORGANISATION & PERIOD OF SERVICE)	PERCENTAGE OF SHARE HOLDING	WHETHER WHOLETIME DIRECTOR

5. INDICATE WHETHER MEMBERSHIP IN MORE THAN ONE STOCK EXCHANGE IS HELD BY THE MEMBER  
(a) YES (b)

IF YES, PLEASE GIVE THE DETAILS IN THE FOLLOWING FORM:

STOCK EXCHANGE	TRADE NAME, IF ANY	STATUS	SEBI REG. NO	DATE OF COMMENCEMENT OF BUSINESS

6. INDICATE WHETHER THE MEMBERSHIP CARD OF THE SAME STOCK EXCHANGE OR ANY OTHER STOCK EXCHANGE IS HELD IN THE NAME OF FAMILY MEMBERS/CLOSE RELATIVES I.E. HUSBAND, WIFE, SON, UNMARRIED SISTER OR BROTHER OR ANY LINEAR ASCENDENT/DESCENDENT OF THE MEMBER:

a. YES (b) NO

IF YES, INDICATE DETAILS IN THE FOLLOWING:

STOCK EXCHANGE	NAME OF ENTITY	STATUS	SEBI REG. NO	RELATIONSHIP WITH THE MEMBER*

- In case of a corporate member indicate relationship with the whole time director  
7(a) DISCLOSE THE DETAILS OF ALL ASSOCIATE CONCERNS\*/ IMMEDIATE FAMILY I.E. HUSBAND, WIFE, PARENTS, CHILDREN (EXCLUDING MARRIED DAUGHTER) OF THE MEMBER WHO ARE CONNECTED WITH THE CAPITAL MARKET INCLUDING NBFC/ BANKS PROMOTED BY THE MEMBER, HIS PARTNERS/DIRECTORS, HIS FAMILY MEMBERS/CLOSE RELATIVES OR ANY LINEAR ASCENDENT/DESCENDENTS OF THE MEMBER.

a. YES (b) NO, \_

IF YES, FURNISH THE FOLLOWING DETAILS

NAME OF THE PERSON	NAME OF THE ENTITY	NATURE OF BUSINESS	PERCENTAGE OF SHAREHOLDING	REGISTRATION DETAILS FROM REGULATORY BODIES SUCH AS SEBI/RBI, IF APPLICABLE

\* Associate Concern means any concern in which the Broker Member/ partners/ directors have direct/indirect interest in the management or hold more than 10% of the paid up equity capital of such company.

7.(b) DETAILS OF DIRECTORSHIP HELD BY THE MEMBER, HIS PARTNERS/WHOLETIME DIRECTORS IN VARIOUS OTHER COMPANIES ENGAGED IN **CAPITAL MARKET**:

(a) YES (b) NO,

IF YES, FURNISH DETAILS IN FIVE LINES.

8. AREAS OF ACTIVITIES OF THE MEMBER:

YES NO Remarks

( If Yes give SEBI Regn.No )

- SECONDARY MARKETS
- UNDERWRITING -
- DEBT MARKET-
- PORTFOLIO MANAGEMENT-
- PRIMARY MARKET/MERCHANT BANKING-
- ANY OTHER ACTIVITY (SPECIFY)-

(PLEASE TICK THE RELEVANT ACTIVITIES THAT THE MEMBER IS ENGAGED IN )

9(a) DETAILS OF BRANCHES, IF ANY, WITH COMPLETE ADDRESSES ALONG WITH TEL.NO AND FAX. NO.

\_\_\_\_\_

9(b) INDICATE THE TOTAL MANPOWER STRENGTH OF THE MEMBER AND DETAILS OF KEY MANAGEMENT PERSONNEL INDICATING NAMES, AGE, QUALIFICATION, WORK EXPERIENCE IN CHRONOLOGICAL ORDER :  
**manpower except the proprietor who will look after the firm**

10 (a) NO. OF SUB-BROKERS WORKING FOR THE MEMBER:

(b) HOW MANY ARE REGISTERED WITH SEBI & GIVE THEIR NAMES, ADDRESSES & SEBI REG NO.

(c) HOW MANY ARE REMISIERS AND REGISTERED WITH THE EXCHANGE. FURNISH THEIR NAMES & REG NO WITH THE EXCHANGE:

### **II. FISCAL DETAILS**

11 (a) NETWORTH OF THE MEMBER AS PER CERTIFIED BALANCE SHEET OF THE MEMBER FOR LAST 3 FINANCIAL YEARS TO BE INDICATED AS UNDER.

	2008-09	2009-10	2010-11
a. CAPITAL			
(b) FREE RESERVES (EXCLUSIVE OF REVALUATION RESERVES)			
(c) MISC. EXPENDITURE TO THE EXTENT NOT WRITTEN OFF			
<b>NET WORTH = (a) + (b) - (c)</b>			

11.(b) WORKING CAPITAL OF THE MEMBER AS PER CERTIFIED BALANCE SHEET OF THE MEMBER FOR LAST 3 FINANCIAL YEARS TO BE INDICATED AS UNDER. {**WORKING CAPITAL = PAID-UP SHARE CAPITAL + FREE RESERVES (LESS REVALUATION RESERVE) - NON ALLOWABLE ASSETS\***}

	2008-09	2009-10	2010-11
a. PAID-UP CAPITAL			
(b) FREE RESERVES (EXCLUSIVE OF REVALUATION RESERVES)			
(c) <b>NON ALLOWABLE ASSETS VIZ. FIXED ASSETS, PLEDGED SECURITIES, MEMBERS CARD, NON-ALLOWABLE SECURITIES, BAD DELIVERIES, DOUBTFUL DEBTS AND ADVANCES, PREPAID EXPENSES, INTANGIBLE ASSETS,30% OF MARKETABLE SECURITIES</b>			
<b>NET WORTH = (a) + (b) - (c)</b>			

\* For calculation of working capital please refer to SEBI Circular SMD/SED/CIR/93/22570 Dated October 21,1993.

Please note no Certificates to be attached

NOTE: 1. IN CASE OF PROPRIETOR OR PARTNERSHIP, PLEASE INDICATE CAPITAL LESS DRAWINGS.

2. IN CASE OF PARTNERSHIP THE FINANCIAL POSITION MEANS THE NETWORTH OF THE PARTNERSHIP FIRM

12. BASE MINIMUM CAPITAL AND ADDITIONAL BASE MINIMUM CAPITAL AS A PART OF CAPITAL ADEQUACY NORMS MAINTAINED BY THE MEMBER WITH THE EXCHANGE AS ON **31.03.2009**

CASH	FIXED DEPOSITS	SECURITIES WITH 30% MARGIN	BANK GUARANTEE	TOTAL

13 FURNISH THE PARTICULARS OF BANK ACCOUNT MAINTAINED BY THE MEMBER FOR CLIENTS AND HIMSELF SEPARATELY INDICATING BANK ACCOUNT NO., NAME OF THE BANK AND BRANCH WHERE THE ACCOUNT IS HELD.

Sl. No.	Bank Name	Branch Name	Type of A/c (Saving/ Current, etc.)	Nature of A/c (Own/client/clearing)	A/C NUMBER
1					
2					
3					
4					
5					
6					
7					
8					
9					

14.. FURNISH THE NAME AND ADDRESS OF THE PRESENT AUDITOR(s) WITH TEL. NO.

15. **DETAILS OF REGISTRATION FEES PAID TO SEBI**

FULL PAYMENT AS PER AMNESTY SCHEME

FIN.YEAR	AMOUNT PAID	CHQ./ D.D. NO.	DATE OF THE CHQ./ DD	NAME OF THE BANK & BRANCH
1992-93				
1993-94				
1994-95				
1995-96				
1996-97				
Payment what you have made in recent times				



5. INDICATE WHETHER ANY ISSUE HAS DEVOLVED UPON THE MEMBER BROKER AS AN UNDERWRITER FOR THE FINANCIAL YEARS 1996-97 & 1997-98 UPTO DATE :

(a) YES (b) NO,

IF YES, FURNISH THE FOLLOWING

NAME OF THE ISSUE	AMOUNT DEVOLVED	PERIOD	HOW SETTLED	PRESENT STATUS

6. INDICATE IF SEBI HAS INSPECTED THE MEMBER BROKER DURING THE FIN. YEARS 1994-95, 1995-96 and 1996-97 TO TILL DATE UNDER REGULATION 19 OF SEBI (STOCK BROKERS & SUB- BROKERS) REGULATIONS,1992 :

(a) YES (b) NO,

IF YES,

i. START DATE OF INSPECTION: \_\_\_\_\_

ii. END DATE OF INSPECTION: \_\_\_\_\_

.

7.INDICATE WHETHER THE MEMBER, HIS IMMEDIATE RELATIVE/ PARTNERS/DIRECTORS, PRINCIPAL OFFICER OR ANY OTHER EMPLOYEE HAVE BEEN INVOLVED **IN ANY LITIGATION CONNECTED WITH CAPITAL MARKET INCLUDING ECONOMIC OFFENCE COMMITTED BY THEM OR** WHETHER ANY WARNING,CENSOR OR ANY PENALTY HAS BEEN IMPOSED BY REGULATORY AGENCIES SUCH AS RBI, SEBI,DEPARTMENT OF COMPANY AFFAIRS AGAINST THE ABOVE MENTIONED PERSONS OR GROUP ASSOCIATES PROMOTED BY THE MEMBER.

(a) YES (b) NO,

IF YES, FURNISH DETAILS IN FIVE LINES.

8. INDICATE THE NO. OF CASES OF BAD DELIVERIES INTRODUCED BY THE MEMBER DURING THE FIN. YEAR 1996-97 WITH PARTICULAR REFERENCE TO INTRODUCTION OF FAKE/ STOLEN SHARES AS PER DETAILS GIVEN BELOW.

NAME OF THE COMPANY	NO. OF SHARES	MARKET VALUE (RS.)

**SECTION III**

FIN. YEAR	TURNOVER (AGG. OF PURCHASE & SALE)			TOTAL	FEE PAYABLE	FEES PAID
	JOBBI NG/ OWN ACCO UNT	GOVT./ PSU BONDS	OTHERS			
			REPOR TED TO SE	NOT REPORTED TO SE		

NOTE : The above information is required to be furnished by all the brokers. In case the above information is not furnished, the brokers would not be able to take advantage of the exemptions/lower fee liability on the items as per the Expert Committee Recommendations and the fee liability of the broker would be calculated on the basis of the turnover data furnished by the Stock Exchanges. It is, however, mentioned that the fees payable as per SEBI (Stock brokers and sub-brokers) Regulation, 1992 and Expert Committee Recommendation is subjudice as some of the brokers have obtained stay orders from the various High Courts and are required to pay fees accordingly.

**CERTIFICATION**

**We certify the turnover details furnished by the member as true and correct to best of our knowledge and capability.**

**(NAME AND SIGNATURE OF THE CERTIFYING OFFICIAL OF THE CHARTERED ACCOUNTANT FIRM )**

**PLACE :**

**DATE :**

**CERTIFICATION BY THE EXCHANGE**

\*\*\*\*\*

**The stock exchange certifies all the above information furnished in Section II and the total turnover of the member as stated in Section III for the concerned period(s) are true and correct**

**( NAME AND SIGNATURE OF THE CERTIFYING OFFICIAL WITH SEAL)  
PLACE :  
DATE :**

**SECURITIES AND EXCHANGE BOARD OF INDIA**

**Instructions for filling up of the form**

- a. **Members are advised that the format has been divided into THREE sections. Section I pertains to details of the business etc., which are required to be furnished by the member. Section II & Section III pertains to information which is required to be certified/ countersigned by the Stock Exchange.**
- b. **Members who hold multiple membership of different exchanges should furnish the information separately to each Stock Exchange.**
- c. **All brokers are required to fill the form, whether active or not.**
- d. **All the columns in the format should be filled in. In case, a particular column is not applicable to the member then, 'NOT APPLICABLE' to be clearly specified.**
- e. **Any information which needs to be supported or mentioned in detail may be furnished on separate sheets. In such a case, the member may attach the sheet(s) along with the original copy of the format.**

**DECLARATION**

**(This declaration must be signed by the member or his Managing Director/Principal Officer in case of Corporate members)**

**I/We warrant that I/We have truthfully and fully answered the questions in the above format to the best of my/our knowledge and ability and provided all the information which might reasonably be considered relevant for the purpose of carrying on activities as a Stock Broker. I/We shall also promptly notify to the Board of any changes in the information furnished from time to time.**

**I/We understand that any finding of false information furnished at any stage of time, my/our registration shall be liable for cancellation and shall also be liable for disciplinary proceedings by the Board.**

**( NAME & SIGNATURE OF THE MEMBER WITH OFFICIAL SEAL)**

## Member Details

1	Members Name	
2	SEBI Registration No.	
3	PAN No (Firm)	
4	PAN No. ( Directors)	
5	Member Code	
6	Address for Correspondence	
7	Residential Address of Director/Promoter	
8	Name of the Contact Person	
9	Mobile No.	
10	Telephone No. (Office) Telephone No. (Residence)	
11	Email ID	

**Please attached Self Attested Photo Copies of the following documents**

- 1. SEBI Registration No.,**
- 2. PAN Card(s) photo copy of both sides**
- 3. Address Proof(s)**

ANNEXURE – B

B) Net worth for a Corporate Entity:

Paid –up Capital	-	X	
Add: Free Reserve		X	
Total			X
Less : Non-allowable assets viz. Non-allowable assets :*			
Fixed assets including Land and Building	X		
Receivables which are due and outstanding for more than three months	X		
Doubtful Debts/Advances	X		
Pledged securities*	X		
Total non-allowable assets		X	X
			X
Net worth			

Notes :-

1. The following non-allowable assets should not be included in any head, while computing the net worth
  - (a) Pre-paid Expenses
  - (b) Losses/Accumulated losses
  - (c) Miscellaneous Expenditure
  - (d) Deferred Expenditure
  - (e) Bad deliveries
  - (f) Intangible assets
  - (g) Doubtful debts/advances not provided for
  - (h) Non-refundable deposit
  - (i) Loans and advances capital expenditure
  - (j) Advances against capital expenditure
  - (k) Value of the Exchange card

Format for calculation of net worth for an individual, partnership & corporate firm

Sl. No	Particulars	Rs.	Rs.	Rs.
	Listed (Quoted) Investments ( Not pledge)			
1	Market value of listed (quoted) securities(other than Government )in the name of member(forming part of the Balance Sheet)	X		
2	Margin of 30% on Market value of listed (quoted ) securities ( other than Government)i.e. 30% of 2	X		
3	Net value of listed ( quoted) Investments ( other than Government i.e. 1-2		X	
4	Bond / Government Securities Not Pledged)	X		
5	Market value of listed ( quoted) securities (Government) in the name of member (forming part of the Balance Sheet)	X		
6	Margin of 10% of 5 on Market value of listed ( quoted) securities ( Government) i.e. 10% of 6	X		
7	Net value of listed ( quoted) Investments ( Government) i.e. 5-6		X	
8	Other Investment at Cost		X	
9	Fixed deposits (Other than deposited to CSE including membership Card)		X	
10	Public provident Fund (50 % of the investment pro- vided id it is more than three years standing)		X	
11	Total Net investments ( 3+7+9+10)			X
12	Receivables which are less than 3 months old			X
13	Loans, Advances and Deposits			X
14	Deposits excluding non-refundable deposits			X
15	Cash & Bank Balance			X
16	Other Liquid Assets, if any ( specify), which are used for the purpose of Business			X
17	TOTAL ASSETS (11+12+13+14+15+16)			X
18	Current Liabilities		X	
19	Long Term Liabilities		X	
20	TOTAL LIABILITIES (18+19)			X
21	NET WORTH (17-20)			X

Format for calculation of net worth for an individual, partnership & corporate firm

Capital + Free Reserves

Less: Non-allowable assets viz.,

- (a) Fixed Assets
- (b) Pledged Securities
- (c) Member's Card
- (d) Non-allowable Securities ( unlisted securities)
- (e) Bad deliveries
- (f) Doubtful Debts and Advances\*
- (g) Prepaid expenses, losses
- (h) Intangible Assets
- (i) 30% of Marketable securities

Explanation:

Includes debts/advances overdue for more than three months or given to associates.

Date.....

**To,  
The General Manager-(SEO),  
The Calcutta Stock Exchange Ltd  
7, Lyons Range  
Kolkata - 700001**

Dear Sir,

**Subject: Cash Deposit Under BMC/SGF Account /NSE Stipulated deposits/  
Technology Charges (Non-refundable)**

I am enclosing herewith the following cheques in respect to the following account :-

<b>BMC/SGF for Rs.10 Lacs (Interest Free)</b>	<b>NSE Stipulated Deposit Rs. 1.5 Lacs (Interest Free) Rs.50,000/- NSE SGF</b>	<b>Technology charges Rs.55,150/- (Non- refundable)</b>
Amount	Amount	Amount
Bank	Bank	Bank
Cheque No.	Cheque No.	Cheque No.
Date	Date	Date

Further, I would like to authorize you to on cash prematurely my existing BMC/SGF deposit amounting to Rs. .... Lying in the form of FD in my security deposit account and transfer the same to my BMC/SGF account to fulfill the requirement.

Thanking you,

Yours faithfully,

.....

**Member Code No.**

Enclo: as above

## UNDERTAKING FOR FIT AND PROPER PERSON

<< To be printed on Official Letterhead of the Applicant>>

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We, M/s. \_\_\_\_\_ <<name of the applicant>> hereby declare that we are 'fit and proper person' as per SEBI (Criteria for Fit and Proper Person) Regulations, 2004 and SEBI (Stock Brokers & Sub-brokers) Regulations, 1992. We confirm the following in this regard:

- a) the applicant or the intermediary, as the case may be or its whole time director has not been convicted by a Court for any offence involving moral turpitude, economic offence, securities laws or fraud;
- b) no order for winding up has been passed against the applicant or the intermediary;
- c) the applicant or the intermediary, or its whole time director has not been declared insolvent and has been discharged;
- d) no order, restraining, prohibiting or debarring the applicant or the intermediary, or its whole time director from dealing in securities in the capital market or from accessing the capital market has been passed by the Board or any other regulatory authority wherein a period of three years from the date of the expiry of the period specified in the order has not elapsed;
- e) no order canceling the certificate of registration of the applicant or the intermediary has been passed by the Board on the ground of its indulging in insider trading, fraudulent and unfair trade practices or market manipulation wherein a period of three years from the date of the order has not elapsed;
- f) no order withdrawing or refusing to grant any license / approval to the applicant or the intermediary, or its whole time director which has a bearing on the capital market, has been passed by the Board or any other regulatory authority wherein a period of three years from the date of the order has not elapsed;
- g) the applicant or the intermediary, is financially sound;
- h) there is no other reason, recorded in writing by the Board, which in the opinion of the Board, renders such applicant or the intermediary, or its whole time director or managing partner unfit to operate in the capital market.

Date:

1. \_\_\_\_\_

2. \_\_\_\_\_

Place:

Signature(s) of authorized  
signatories / designated  
directors with name and  
rubber stamp

Signature(s) of authorized  
signatories / designated  
directors with name and  
rubber stamp

### Note:

In case the applicant wishes to furnish any details pertaining to the above mentioned confirmations, the same can be provided as annexure (duly stamped and signed by the designated directors) to the undertaking.

Date

**To,  
The General Manager (SEO),  
The Calcutta Stock Exchange Ltd  
7, Lyons Range  
Kolkata - 700001**

Dear Sir,

**Subject: Undertaking for Terms and Conditions MoU**

Please refer to your letter dated \_\_\_\_\_. I /We are desirous of carrying on business on NSE platform. Therefore I/ We hereby undertake that I/we shall abide by the terms and conditions laid down in clause \_\_\_\_\_ of the MOU followed by Agreement between NSE & CSE and shall be liable to comply with such instruction that may be issued from time to time in future. Further I hear by undertake to comply with the following :

- a) I/We unconditionally accept the condition mentioned in your letter dated \_\_\_\_\_ and deposit the sum of Rs.10,00,000/- (BMC) by cheque No. \_\_\_\_\_ dated \_\_\_\_\_, Rs.2,50,000/- (NSE deposit Rs.1,50,000, SGF Rs.50,000/- and Technology Charges for NSE Rs.50,000/-) vide cheque No. \_\_\_\_\_ dated \_\_\_\_\_ .
- b) I/We shall keep with CSE the minimum deposit towards base capital as is required in terms of the applicable SEBI norms;
- c) I/We shall ensure all compliances as per SEBI's and CSE's requirements for continuing as a trading member of CSE and for conducting business as a broker;
- d) I/We shall abide by the terms and conditions of the MOU followed by the AGREEMENT and comply with such future instructions that may be issued consequent to NSE issuing directions to CSE from time to time.
- e) I/We hereby Confirm that there is no arbitration award pending against my firm or me.
- f) I/We hereby Confirm that there is no investor grievance pending against my firm or me.
- g) I/We hereby confirm that I/we are 'fit and proper' person as per SEBI (Criteria for Fit and Proper Person) Regulations, 2004 to carry on the business as a share broker.

Thanking you.

Yours Faithfully

Designated director/ Member/ Partner

Code No. \_\_\_\_\_ SEBI Registration Number \_\_\_\_\_

**UNDERTAKING FOR LOCATIONS OF SELF CODE TRADER-ID**

I \_\_\_\_\_ of Late \_\_\_\_\_ aged \_\_ years of M/s \_\_\_\_\_ a member of The Calcutta Stock Exchange Limited (hereinafter referred to as CSE) having Code No. \_\_\_\_\_ SEBI Registration No \_\_\_\_\_, details of CSTAR trader Work Station (TWS) of our firm is/are installed as follows:

Trader ID	Locations	Options for placing self code orders (Put tick ✓ marks)
0		✓

(Note: Ideally, Trader ID “0” should be located at the member’s office as recorded officially in The Exchange with the option for placing self code orders)

That \_\_\_\_\_ will take prior approval of The Exchange for any change in the locations of trader id as mentioned above.

**VERIFICATION**

I solemnly affirm that all the contents of the aforesaid undertaking are true and correct to the best of knowledge and belief and I have not concealed any material facts.

Place:

Date:

1.

\_\_\_\_\_

**DEPONENT**

Member Code

Trade Name



**For exchange use only:-**

Authorised for “SELF” trades in Trade IDs \_\_\_\_\_

**CSE OFFICIALS**

Recommended by	Authorised by	Activated by
----------------	---------------	--------------

(to be executed on **Non-judicial Stamp of Rs. 10/= duly Notarised** )

**AFFIDAVIT-CUM-UNDERTAKING**

I, ..... son of ..... aged .....years, one of the Qualifying Directors / Partners / Proprietor (strike off whichever is not applicable) of M/s. ...., a member of the Calcutta Stock Exchange Association Ltd.(hereinafter referred to as CSEA) having Code No. \_\_\_\_\_, SEBI Registration No. ...., do solemnly declare, undertake, affirm, state and confirm as follows:

1. That M/s. .... has been granted approval by CSEA to adopt CSTAR TWS and SSFTP facility using the software supplied by CSEA and no modification of any part of the software has been / will be effected without prior approval of the CSEA.
2. M/s. .... has not provided and will not provide in future directly or indirectly any CSTAR trading terminal or any view only terminal to any person in any manner without prior approval of CSEA.
3. All the CSTAR TWS & SSFTP are installed at the same address in which it is allotted and that an approved person is operating the respective TWS. I/ We will also ensure that Notices that may be issued by the Exchange from time to time in this regard will not be violated in any manner.
4. M/s. ....will take all necessary steps to ensure that branches and their sub-brokers have not provided extension of any terminal connected through VSAT/ leased line with the CSEA by means of any connectivity, viz. Dial-up/ lease line/ ISDN / Wireless media/ otherwise to the same address as declared in the application to the CSEA for providing VSAT/ Leased Line/ LAN.
5. M/s .....their branches and brokers do execute all orders received from constituents and any other persons, in their respective names/client codes and none of the orders received from constituents is executed as its own under SELF code and/or under other client codes.
6. M/s. .... their branches and their sub-brokers do place all orders received from constituents as per the quantity and price indicated by the constituents, on the CSTAR trading system of the CSEA and issue contract notes for each such purchase and / or sales for the exact quantities for which and at the same prices at which the trades are executed on the CSTAR.
7. All the constituents to whom trading terminals have been provided by us, through CSTAR net work, transact only for themselves and nor for anybody else and they are not dealing as unregistered intermediaries.
8. That M/s. .... shall comply with all applicable laws, all existing Bye-Laws & Regulations of CSEA and shall not engage in electronic communications with other persons across the network with the sole exception of usage of CSTAR mailing facility unless otherwise specifically permitted.
9. That M/s. ... .. will be responsible for ascertaining, understanding, and complying with the laws, rules, policies, contracts and licenses applicable to their particular uses.
10. That M/s. .... are using only authorised / licensed software in computers connected with CSTAR network and will continue to use in future. We also confirm that we are not using unauthorised software in our offices.
11. That M/s. .... will use only those computing resources that they are authorised to use and will use the computing resources in the manner and to the extent authorised.
12. That M/s. .... Will not use exchange's resources for personal commercial purposes or for personal financial or other gain.

**VERIFICATION**

I solemnly affirm that all the contents of the aforesaid affidavit are true and correct to the best of knowledge and belief and I have not concealed any material facts.

Place :

Date :

**D E P O N E N T**