



CD Equisearch Pvt Ltd

1. BA Proposal
2. Branch Agreement
3. Undertaking

If the BA is under MF (Master Franchisee)

A. MF Name:

B. MF Code:



CD Equisearch Pvt Limited BUSINESS ASSOCIATE PROPOSAL

(To be filled by the introducer / Franchisee co-ordinator in consultation with the prospective business associate)

Location of PBA: _____ Region/State: _____ Date of Proposal: _____

1.) Trade Name (if any): _____

2.) Organization Type: INDIVIDUAL/PROPRIETOR/PARTNERSHIP/COMPANY : _____

Name of Individual/ Proprietor/ Partner/ Company: -----

3.) Affiliated to other Broker (If any) : -----

Age: _____	PAN : _____
Dealing Office address:-	_____

Residence address:-	_____

Telephone	Res _____ (Off) _____ (Mobile) _____
Email ID:	_____
Occupation:	_____
Qualification:	_____

5.) Current client base: (Number of clients): _____ Current daily volume in Rs. Cr: _____

Brokerage in Rs. lakhs per month Gross: _____

6.) No. of employees: _____ Office space (area) _____ (Sq.ft.)

7.) Local banking arrangement: HDFC / AXIS / Other, Please mention: _____

Details of Cheque / Payment deposited

Sr.	Description	Amount (Rs.)	Bank & A/c no. in which amount has deposited.															
A	Prepaid Cheque Chq / DD No. _____ Date : _____ Bank : _____																	
B	Business deposit Chq / DD No. _____ Date : _____ Bank : _____																	
	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 25%;">Script</th> <th style="width: 25%;">Quantity</th> <th style="width: 50%;">Current Value / less 40 % haircut value</th> </tr> </thead> <tbody> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> </tbody> </table>	Script	Quantity	Current Value / less 40 % haircut value														
Script	Quantity	Current Value / less 40 % haircut value																
C	SEBI registration charges Chq / DD No. _____ Date : _____ Bank : _____																	
D	Bandwidth / Connectivity / Technology support charges per month																	
E	Segments required : BSE Cash / NSE Cash / F&O/ MCX-SX (CM)/ MCX-SX (FO)/ MCX-SX (CD)/NSE (CD)																	
F	Total Ids required (in Nos.)																	
G	Odin charges per month each ID																	
H	BA bank a/c details: - 1. Bank Name: (For Pay Out) 2. A/c no. :	3. IFSC Code: 4. Branch location:																



8.) Proposed sharing of income (Brokerage)

OPTION I: REVENUE SHARING BASIS

CD SHARE _____% BUSINESS ASSOCIATE SHARE _____%

Note: - Brokerage charged to end clients shall not go below the following brokerage rate; or CD share should not fall below 0.005% Intraday & 0.05% on Delivery based (Each side) transaction in any circumstances:

Segment	Floor Brokerage Rate to be charged to end client (Each Side)	Minimum CD Retention
Delivery		
Intraday		
Futures		
Option (Per Lot)		
MCX-SX (CM)		
MCX-SX (CD)		
MCX-SX (FO)		
NSE (CD)		Brokerage on Turnover

OPTION II: FIXED BROKERAGE SCHEME

CD will charge the following brokerage to the business partner. Brokerage charged over and above the following slab would be passed on to the business partner

Segment	Brokerage (Each Side)	Min. paisa
Delivery		
Intraday		
Futures		
Option (Per Lot)		
MCX-SX (CM)		
MCX-SX (CD)		
MCX-SX (FO)		
NSE (CD)		Brokerage on Turnover

OPTION III: AMC (PREPAID) SCHEME AMC Plan AMC Amount:

Segment	Brokerage (Each Side)	Min. paisa
Delivery		
Intraday		
Futures		
Option (Per Lot)		
MCX-SX (CM)		
MCX-SX (CD)		
MCX-SX (FO)		
NSE (CD)		Brokerage on Turnover

9.) NCFM passed: Yes/No: If yes please tick module passed

NSE Cash F&O BSE MCX SX

Note:

- a. There would be no brokerage sharing on the account of Business Associate or his/her family members.
- b. Rs.1500/- (+ Service Tax) would be charged upfront to Business Associate towards franking and processing fees including all segments.



10.) How do you prefer to be registered with the respective exchanges: (Pls tick)

Sr.	Description	Please tick
A.	Sub-broker or Authorized person in cash segment of BSE	
B.	Sub Broker or Authorized person in cash Segment of NSE	
C.	Authorized person in F&O (Derivatives) segment of NSE	
D.	Authorized person in currency segment of MCX SX (CM)	
E.	Authorized person in currency segment of MCX -SX(CD)	
F.	Authorized person in currency segment of MCX -SX(FO)	
G.	Authorized person in NSE Currency Derivative (CD)	

11.) Terms for account opening charges :- _____
 (Please mention no. of free KYC A/c) :- _____
 Terms for DP AMC :- _____

12.) Software rights:

A	DP (View or operate)	
B	Back Office (View or operate)	
C	Any other	

13.) Marketing support agreed:

Flex banner Visiting cards Company brochures Product brochures Email ID

14.) Training Required Yes No Training date: _____ Training location: _____

Recommendations/ Remarks of franchise coordinator / Introducer:

Prospective business associates:	CD Relationship Manager/MF	CD Cluster Head	Regional Head:
Sign: Name:	Sign: Name: RM Code:	Sign: Name: Emp.Code:	Sign: Name: Region:

APPROVED BY: (_____) Sign: _____ Date of approval: _____

This Branch Business Management Agreement is made and entered into on this _____ day of _____ 20____ between **CD Equisearch Private Limited** duly incorporated under the Companies Act, 1956, having its registered office at S.B.Tower, 1st Floor, 37, Shakespeare Sarani, Kolkata – 700 017, hereafter for the sake of convenience and brevity referred to as **CDE**

AND

_____, carrying on its business at _____, hereafter referred to as 'the Manager' (Which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include his heirs, executors, administrators and assigns) of the Other Part.

CDE is a corporate trading member of the National Stock Exchange (NSE), The Stock Exchange, Mumbai (BSE), **MCX Stock Exchange Ltd. (MCX-SX)** and presently has its main dealing office at S.B. Tower, 1st Floor, 37, Shakespeare Sarani, Kolkata – 700 017.

WHEREAS with a view to provide capital market services locally to the investors in and around _____, CDE wishes to open a trading station / Investor service centre in form of a branch.

WHEREAS the said **MANAGER** has vast experience of several years and expertise in dealing of shares and securities, capital market activities and is fully conversant with the Rules, Regulations and bylaws of the stock Exchanges.

WHEREAS the said **MANAGER** approached the CDE to act as its Business Associate in addition to acting as a service provider vis-à-vis office and accounting services, for CDE's Branch Trading station at _____

WHEREAS **CDE** and the said **MANAGER** agreed to establish a contractual relationship in accordance with the term and conditions of this agreement, for the purpose of establishing a branch of CDE using the infrastructure and services provided by the said **MANAGER** at _____ and using Trading Stations of CDE under the Business Management Agreement.

IT IS NOW HEREBY AGREED AND DECLARED BY AND BETWEEN THE PARTIES HERETO AS UNDER.

CDE hereby appoint the said **MANAGER** as **the Business Manager** of its Branch at _____, hereinafter called as "**The Branch**" with effect from _____.

1. This agreement has commenced and/or shall be deemed to have commenced on and with effect from _____ (hereinafter called the COMMENCEMENT DATE) unless terminated or determined in the manner hereinafter stated.
2. The agreement shall be in force for a period of sixty months after which it will be renewed for further period (s) with mutual consent of both the parties.
3. CDE shall provide NSE/ **BSE/ MCX-SX** exposure under this arrangement through electronic media for execution of client orders on the basis of real time rates of NSE/**BSE/ MCX-SX** displayed on screen.
4. The said **MANAGER** shall provide furnished office space free of rent required for the purpose setting up a branch Trading station.

⇒

5. The deposits received from the clients of the Branch towards exposure limits / margins shall be remitted to the head office of CDE at 37 Shakespeare Sarani, Kolkata – 700 017 immediately on allotting client code and shall remain with the head office CDE during the continuation of the business of the said clients at the said branch.
6. The amount of deposit and exposure limit to be given to each client of the said Branch will be decided by the said MANAGER subject to minimum criteria as laid down by CDE from time to time.
7. Finalization of brokerage slabs for the clients of the said branch will be done by the said MANAGER after taking into consideration his/her evaluation report. This will be subject to minimum slabs prescribed by CDE from time to time. The said branch will bear the cost of all statutory payments which are due to the Stock Exchanges and the Regulatory bodies.
8. The final client recommended by the said MANAGER shall sign the Member constituent agreement with the CDE. The process of selecting and evaluating the clients may be done jointly by the said MANAGER and the designated person from the CDE within the broad policy framework of CDE in operation from time to time. The said MANAGER shall take all possible care and use due diligence while selecting the client for the said branch by taking reference and if possible, by visiting the client's office and residence. The said MANAGER shall not, knowingly, contact or admit a tainted operator or a **speculator of doubtful bonafides** / lacking financial capacity to do business with the Branch of CDE. Also, the said MANAGER shall not directly or indirectly or through any one else indulge in price rigging. Further the said MANAGER shall take all necessary precautions and shall in no way deal with any other member of any of the Exchanges. No transactions on behalf of the clients shall be entertained by the said MANAGER at the said branch unless the client has completed all the formalities in respect of registration and is allotted a client code.
9. The said MANAGER hereby agrees and confirms that it shall be fully responsible and liable in respect of all transactions done through the said Branch either by a direct client of the said branch or by a client registered with a registered sub-broker of the said branch through the said sub-brokers and agrees and undertakes to indemnify and keep the CDE indemnified against all claims or demands of whatsoever nature by the direct clients or by the sub-brokers or clients of such sub-brokers arising out of **such transactions carried on** through the said branch.
10. The said MANAGER shall be responsible for day-to-day maintenance and supervision of the business transacted through the said Branch including maintenance of accounts, ensuring timely payments to / from clients in respect of business transacted, observing minimum deposits / margin criteria in full, servicing of the equipment facilities and make them available to business without any interruption. The staff training and SEBI / exchange prescribed certification for qualifying on line trading in respect of the said Branch will be sole responsibility of the said Manager.
11. The said MANAGER shall take all necessary steps to collect mark to market margins, turnover margins and other margins from the customers of the said Branch on daily basis, as per the BSE / NSE / **MCX-SX** / SEBI directives from time to time.
12. The said MANAGER shall be responsible for solving all the client-related problems in respect of the clients of the said Branch. However, if any dispute remaining unsolved between the said Branch and its Clients for more than seven days, the same shall be brought to the notice of the CDE within 2 days from date of the expiry of the said seven days and the same shall as far as possible be redressed. The said MANAGER acknowledges and agrees that if the BSE / NSE / **MCX-SX** requires the CDE to refer such disputes to arbitration mechanism, the same shall be referred to such arbitration mechanism on BSE / NSE / **MCX-SX**. However, it is clearly understood and agreed between the parties that all the liabilities which may result from such disputes are sole responsibility of the said MANAGER and any financial losses which may arise from the same shall be borne by the said MANAGER.

⇒ _____

13. All the transactions of the said branch shall be transacted through the on line terminals on real time basis and proper contract notes shall be issued for each of the trade so executed. No other off real time trades which are not transacted through the said branch terminals popularly referred as "internal sauda" shall be allowed.
14. The said MANAGER shall ensure that so far as possible the **gross intra day turnover** on the terminal allotted to the said Branch does not exceed the limit of **twenty times** of deposits collected from clients of the Branch on any day or as per the ratio set/revised by the CDE from time to time. The **net exposure** allowed on the terminal shall be **5 times** of the total cumulative margins of all the clients transacting through the terminal. It shall be the endeavor of the manger that the margins of individual clients are properly maintained.
15. The said MANAGER shall be responsible to monitor and report to the CDE a true picture of the gross exposure positions. The said MANAGER shall be required to send " Mark to Market" Report of all Clients, cheque bouncing details, cash flow statement by mail (hand delivered) to the CDE every day, while Brokerage statement and old receivables of prior settlements together with the follow-up action taken, on weekly basis.
16. The said MANAGER undertakes and agrees to duly and properly comply with all provisions of all applicable Acts including Income tax Act, 1961, Central Excise Act, Sales Tax Act, Stamp Act, Shop & Establishment Act, Payment of wages Act, Provident Funds Act, Employees State Insurance Act, Payment of gratuity Act and in particular regulations in respect of Securities Contract Act / Rules & Regulations and Bye-laws of the Stock Exchanges & guidelines issued by SEBI from time to time and the said MANAGER shall be solely responsible for any contravention thereof and the said MANAGER shall be deemed to be doing so against the express directions of the CDE and the said MANAGER shall be solely liable for all the consequences, legal or otherwise, thereof and shall further render themselves liable for the forfeiture of their entire remuneration payable under this agreement and such further sums as the company may in its sole discretion deem proper and the company may also forthwith terminate the agreement without notice.
17. The said MANAGER will not disclose any business secret to any person and will duly and regularly convey to the company all information and keep the CDE informed of the market reports.
18. The said MANAGER shall get the Branch accounts audited every month through an Internal Auditor appointed by CDE and rectify the deficiencies pointed out by the Internal Auditor and endeavor that the auditor's similar remarks do not appear again in the next report.
19. Each of the parties hereto shall honestly and faithfully perform the respective duties assigned under this Agreement.
20. Both the parties to this agreement shall co-operate and help each other in resolving disputes arising in respect of shares and securities delivered/ to be delivered or received by the Branch and vice-versa and any other settlement related disputes.
21. The said MANAGER shall exclusively attend to the business covered under this Agreement and shall not be interested in any other activity except those for which he has taken prior permission of the CDE.
22. It has been jointly decided by both the parties that the back-office activities of the said branch will be maintained in the premises of head office of CDE at 37 Shakespeare Sarani, Kolkata 700 017.
23. It has been decided and agreed that the said MANAGER will provide an average turnover of Rs.50 lakhs per working day after 1 month from the date of signing of this agreement.

⇒ _____

24. **CDE** has also decided to provide a glow signboard to the said branch from the date of commencing business.
25. In consideration of providing trading facilities to the said branch under this agreement, the CDE shall be entitled for a minimum brokerage. Structure of Brokerage shall be finalized in consultation with CDE, which is to be signed by both the parties hereto, and THE MANAGER has to adhere to that structure strictly.
26. The said MANAGER shall efficiently handle the affairs of the said branch and shall be responsible to keep the routine day to day expenses of the said Branch like cost of various facilities, services and infrastructure provided including dealer's salary, stationary cost, Telephone expenses, electricity expenses.
27. Remuneration
- (a) The remuneration of the said Manager shall be decided mutually between the parties. The remuneration so payable to the said MANAGER as above shall be credited to his account at the end of each month in the books of CDE.
- (b) It is clearly agreed and understood between the parties that the said MANAGER is fully and solely responsible for all the bad debts in respect of all the transactions of the said Branch. The amount of such Bad debts of the said branch shall be debited to the account of the said MANAGER with the company.
- (c) The net balance remaining in the said account of the MANAGER after considering all the debits and credits as above shall be settled by actual payments within one month from the date of finalization of the accounts of the said branch.
28. It shall be the responsibility of the said MANAGER to:-
- (a) Collect on behalf of CDE payments from the clients for the trades executed within two working days and deliver the same immediately.
- (b) Make delivery of shares within two days and transfer it to the pool account of CDE
- (c) It is clearly understood that the said MANAGER shall not be entitled to collect any brokerage from the clients referred by CDE.
- (d) ensure that access to the trading stations of the CDE at the branch address is confined to officers and personnel who are specifically authorized by the said MANAGER of CDE.
- (e) ensure proper maintenance and to unkeep of the ISDN line , computer hardware, software and systems, under advice to the CDE
- (f) handover all the assets and deposits if any, so provided by "CDE" in good and working condition within fifteen days, from the date of termination of this agreement.
- (g) manage the trade and post-trade (including clearing and settlement) functions related to trades done at these trading stations.
- (h) Deliver, on behalf of the CDE, contract notes for trades done on these trading stations as per the norms of the exchange.
- (i) Manage receipt and payment of funds and securities from/to clients against trades effected/done through these trading stations.

⇒ _____

29. This Agreement is executed in duplicate, the original shall be with the CDE and the Duplicate shall be with the said manager. Each copy shall be treated as original for all the intents and purposes.
30. Either of the party can terminate this agreement by giving TWO months prior notice during which period the transactions on the terminals at the said branch of the Company mentioned in this Agreement shall be stopped, the entire accounts will be prepared, settled and all outstanding issues will be resolved and all amounts receivable will be collected and brought into the business and thereafter profit and/or loss would be arrived for final arbitration mechanism on BSE/NSE/MCX-SX.
31. CDE shall with hold, for a period of up to six months from the date of termination of this agreement, payment to the said Manager, of the balance, if any, lying with the company, for adjustments, debits or appropriation of the amounts against any claims arising under this agreement.
32. All disputes and differences in relation to this agreement between the parties hereto shall be referred to the arbitration of a single arbitrator if agreed upon by the parties failing which to the arbitration of two arbitrators, one to be appointed by each parties and in the event of the appointment of two arbitrators, the arbitrators so appointed shall, before undertaking arbitration, shall appoint an umpire for the reference and this agreement shall be deemed to be a submission within the meaning of the Indian Arbitration Act, 1940 or any statutory modification or enactment thereof for the time being in force and the decision of the single arbitrator or the two arbitrators or the umpire as the case may be shall be final and binding on the parties hereto under The Arbitration and Conciliation Act, 1996.
33. This agreement, and all acts, deeds, things, trades, transactions, contracts, business and services arising therefrom shall, for jurisdiction purposes, be deemed to have been wholly made, entered into and performed in the city of Kolkata, and the parties shall be deemed to have submitted to the jurisdiction of the courts in agreement or anything done or ought to be done in pursuance thereof. Accordingly, this agreement shall be subject to the jurisdiction of the courts at Kolkata only.

IN WITNESS WHEREOF this Agreement has been executed by the parties hereto on the day and year first above written.

SIGNED, AND DELIVERED BY

The within named CDE by (the hand of duly Authorized signatory)

In the Presence of

SIGNED, AND DELIVERED BY

⊗

(The within named Manager)

In the presence of

(Letter should be printed on AP / Sub-broker Letter Head)

Dated:

**To,
CD Equisearch (P) Ltd
37, Shakespeare Sarani
Kolkata-700017**

Sub: Undertaking

Dear Sir,

I, _____ resident of _____ being appointed as the branch head/sub broker of CD Equisearch (P) Ltd as the per the terms and conditions of the agreement dated _____ executed between us be and hereby undertake to indemnify the Company against any loss or damage that may be suffered as a result of breach of any of the provisions herein contained or otherwise due to any act or conduct by myself or any client introduced by me or my associated, I shall be responsible for the bad debts incurred by the Company due to the negligence/non-payment of due by the clients introduced by myself or introduced by my clients. In this case the Company shall have the irrevocable authority to adjust any amount lying to my credit, at any point of time against any outstanding dues, or expenses incurred by way of penalties levied by you against any act of myself or clients introduced by me and/or by any other person associated with me. That the Company shall have the right to appropriate my credit lying with the Company to the extent of dues payable by me to the Company due to any of the reasons cited above. That I also agree to undertake that, I will not claim any share on the brokerage/remuneration and/or incentive payable to me, of my account at any point of time.

Signature of the Branch Head/ Sub Broker / AP



Name

Date

Place

