

TRADING



BELLS

BELLS BUDDY PROGRAM

Direct Sales Associate Application Form

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Powered By

Swastika Investmart Limited

Group Member of NSE, BSE, MCX, NCDEX, MSEIL & DP:CDSL & NSDL

SEBI Regn. No. : NSE - INB/F/E 231129736, BSE - INB/F 011129732, MSEIL - INE 261129736, INB/F 261129739,
Merchant Banking - INM000012102

FMC Regn. No. : NCDEX- NCDEX/TCM/CORP/0832, MCX - MCX/TCM/CORP/1419,
DPID : NSDL - IN -DP-115-2015, CDSL - IN-DP-115-2015

FORM B

Form for Approval of Appointment as DSA
(To be filled in by the DSA who is an Individual)

1. Name: _____

2. Trade Name : _____

3. Address, Telephone/Fax Numbers :

(a) Residence Address: _____

(b) Telephone No / Mobile: _____

(c) Office Address : _____

4. Date of Birth : _____

5. Gender (Please tick) : Male / Female

6. Educational Qualification : _____

7. Present Occupation : _____

8. Residential Status : Resident Indian / Non-Resident Indian / Others*
(Strikeout whichever is not applicable)

9. Particulars of the Bank A/c :
(Any one)

• Name of the Bank : _____

• Branch Address & Tel. No. : _____

• Bank Account Number : _____

• Date of opening of a/c : _____

10. Income Tax No. (PAN/GIR) : _____

Please attach latest
photograph & **SIGN**
across the photograph

11.* (a) A self-attested copy of any PAN Card for proof of identity should be submitted:

(b) A self-attested copy of any one of the following proof of address should be submitted

- Ration Card Electricity Bill Passport Voters Identity Card
 Driving license BSNL / Landline Bill Copy of Nationalized Bank Passbook

*Copies of PAN card, Residence Proof & Educational proof issued by Board/ University are mandatory.

12. State any other relevant information, which in your opinion, should be disclosed to the Exchange: _____

I hereby further declare that

13. * I am/was a Remisier/DSA of _____
and I am sending herewith copy of their clearance / discharge certificate.

14. I shall not issue contracts, bills or any confirmation memo for shares and securities in my own name.

15. I have read the present Rules, Byelaws and Regulations of the Exchange & undertake to abide by them & any modifications/amendments thereof.

16. I undertake that if any claim or dispute arises between us in respect of any transactions, contracts, etc. entered into, with or through him/on account of my clients or in relation to any stock exchange matter during my continuance as a DSA of Swastika Investmart Ltd, I shall be bound to refer the same to Arbitration as per the Rules, Bye-Laws, Regulations and conventions of BSE which are applicable to Remisiers and that any decision in such Arbitration shall be final and binding on me.

17. During my continuance as a DSA of Swastika Investmart Ltd. I shall not work as an employee/sub-broker/DSA of any trading member, individual, firm or organization.

The information furnished above is true to the best of my knowledge and belief, and I undertake to inform you of any change therein immediately in writing.

* Please strike off if not applicable.

Signature of Applicant

Undertaking: B

DECLARATION-CUM-UNDERTAKING GIVEN BY DSA TO TRADING MEMBER
(Name & Address of Applicant)

To
Name of the Trading Member : Swastika Investmart Ltd.
Address : 48 Jaora Compound, Indore - 01
Clearing No :

Sub : DSA Application.

As per the Rules, Regulations & Bye-laws of BSE, I/We Mr./Ms./M/s_____ would like to engage myself /ourselves as DSA/(s) of M/s Swastika Investmart Ltd. I/We hereby declare that all particulars and information furnished by me/us to Swastika Investmart Ltd. in the enclosed DSA Application Form is true & correct. I/we hereby undertake to inform you and Bombay Stock Exchange Ltd. about any change in the details mentioned in the said application form immediately in writing.

Further, I /We hereby declare that myself or ourselves or any partner or any director of the organization have not ever been suspended, expelled or declared a defaulter by BSE or by any other stock exchange or by SEBI or any other Regulatory Authorities and I/we have not been convicted of and presently not on trial for any offence involving fraud or dishonesty.

Further, I /We hereby declare that I /We have read and understood the present Rules, Bye-laws and Regulations of BSE pertaining to Remisiers and undertake to abide by them and any modifications / amendments thereof.

Signature of Applicant : _____

Name : _____

Place : _____

Date ____/____/_____
(DD / MM / YYYY)

AGREEMENT

This agreement is executed at _____ this _____ day of _____
20_____ between

Special Adhesive
Stamp of Rs.
100/-

M/s. Swastika Investmart Ltd., a public limited company having its Registered Office at **305, Madhuban Building, Cochin Street, S.B.S. Road, Fort, Mumbai, Maharashtra – 400001** and corporate office at **48 Jaora Compound, M.Y.H Road, Indore – 452001** hereinafter referred to as the **“Member”** of the **One Part**;

And

Mr./Ms. _____ S/o/W/o/D/o _____

Proprietor of M/s (if applicable) _____

having a place of business at _____

_____ **(Sign.)**
hereinafter referred to as the **“Direct Sales Associate”** or **“DSA”** of the **Other Part**.

WHEREAS

- The Member is the trading member of Bombay Stock Exchange Ltd. (SEBI Registration No. INB/F011129732), National Stock Exchange of India Ltd. (SEBI Registration No. INB/F/E231129736) and MCX Stock Exchange Ltd. (SEBI Registration No. INE261129736, INB/F261129739) (hereinafter referred to as “Exchanges”) and carrying on the broking and investment business in stock, shares, equity derivatives and currencies derivatives etc.
- The Direct Sales Associate is desirous to work as a 'DSA' with the Member and has represented to the Member that he has requisite infrastructure and competence to the satisfaction of Member to work as intended and will carter to the requirements pursuant to the rules framed by the Member.

NOW THEREFORE this agreement witnessed and it is hereby agreed by and between the parties hereto as under –

1. GENERAL

The Direct Sales Associate shall, within the scope of the authority given under presents, introduce and refer the clients who are desirous of dealing through the Member and to participate in various services offered by Member from time to time and will not solicit business of any other Member broker. The Direct Sales Associate will be ethical business participant and will follow all the rules and regulations laid down by the Member.

[Swastika Investmart Ltd.]

[Direct Sales Associate]

2. INCENTIVES TO THE DSA

The registered DSA shall be eligible to earn an incentive of Rs. 500 per client introduced to TradingBells c/o Swastika Investmart Ltd.

Points to Note:

- a) Accounts will be counted only once their Account opening charges are paid in full, account is opened by the KYC team of Swastika Investmart Ltd. and a margin money of atleast Rs. 10,000 is deposited in the client's account within 15 days of the account being opened (net of withdrawals).
- b) The Direct Sales Associate shall complete the eKYC / Physical KYC of the client and get the account opening charges paid by them before forwarding the form and details to TradingBells. In-person verification shall remain the responsibility of TradingBells.
- c) The registration charges of this agreement is Rs. 1,000 and shall be borne by the DSA.
- d) You may advertise or put hoardings of TradingBells, however prior approval for all such cases needs to be taken from TradingBells Management.
- e) All pay-outs will be done in your client margin account or your bank account as and when requested through our Partner Portal. Payouts are usually processed within 3 days of requesting a withdrawal.
- f) TradingBells reserves the right to modify/alter any points if the terms and agreement after mutual discussion.

3. OBLIGATION OF DIRECT SALES ASSOCIATE

- i. The Direct Sales Associate shall not send any communication to the clients on its letter heads as the representatives of the Member. The Direct Sales Associate shall also refrain from sending any SMSs/reports/messages etc. to the clients introduced by the Direct Sales Associate which does not have a prior of the Member. Any loss arising due to this action of the Direct Sales Associate shall amount to misconduct and all losses/damages shall be recovered from the Direct Sales Associate.
- ii. The Direct Sales Associate shall ensure that the e-mail ids and mobile numbers of the respective clients are submitted/attested in the KYC so as to enable the Member to send Digital Contract Notes, Ledger Statements and other Circulars etc. to all clients directly from the Head Office.
- iii. Direct Sales Associate is liable for all the registration and closure charges along with the applicable exchange closure fees.
- iv. Direct Sales Associate is not eligible for BOLT terminal.

[Swastika Investmart Ltd.]

[Direct Sales Associate]

4. RESTRICTIONS ON DIRECT SALES ASSOCIATE

During the continuance of this Agreement, the Direct Sales Associate agrees:

- i. Not to do or omit to do or permit or suffer any act or thing which may bring disrepute to the Member or damage or conflict with its business interests.
- ii. Not to engage whether by itself or in association with any other person, firm or company, in any capacity whatsoever in any business or render services specified hereunder or similar nature therero.
- iii. Not to be interested/concerned in any business which in the sole opinion of the Member is similar to or competitive or in conflict with the Member's business
- iv. No advisory services to be provided to the client in the name of TradingBells or Swastika Investmart Ltd.
- v. Not to employ or seek to employ any person who is at that time or has at any time previously been employed by the Member and not to solicit costumers or former customers of the Member nor divert or seek to divert any customer from the Member.
- vi. Not to collect any amount other than account payee cheque, demand draft, pay order in favour of the Member and not to deal in cash.
- vii. Not to get transferred client's shares/securities in any Demat account other than Member's account taken as a representative of the Member

5. TERMINATION OF AGREEMENT

The agreement can be terminated from either side by giving 30 days' notice. However, the Member reserves the right to immediately terminate the agreement if the Direct Sales Associate fails to comply with the rules, regulations and bye-laws of Exchanges and terms and conditions laid down by the Member and doing any activity which is detrimental to the business of the Member.

6. JURISDICTION

Courts in Indore shall have exclusive jurisdiction to entertain and try all disputes arising out of this agreement by and between the parties hereto. The parties agree to exclude all Courts outside Indore from the purview of this Agreement.

[Swastika Investmart Ltd.]

[Direct Sales Associate]

IN WITNESS WHEREOF THE PARTIES HERETO HAVE HEREUNDER SET AND SUBSCRIBED THEIR RESPECTIVE HAND AND SEALED THE DAY AND YEAR FIRST HEREINABOVE WRITTEN

**Signed and Delivered by the
within named Member, M/s.
Swastika Investmart Ltd.**

**Signed and Delivered by the
within named Direct Sales
Associate,**

By _____
(Authorised Signatory)

By _____
(Authorised Signatory)

Witness 1:

Witness 2:

Signature:

Signature:

Name: _____

Name: _____

Address: _____

Address: _____

Date:

Date:

Place:

Place: