



**ANUSH SHARES AND SECURITIES PVT LTD  
CHANNEL PARTNER APPLICATION FORM**

<b>PHOTO</b>  Pl sign across the photo and this form post affixing
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Location : \_\_\_\_\_  
Introducer Name : \_\_\_\_\_  
Introducer's Signature : \_\_\_\_\_

**1. REGISTRATION DETAILS:**

Trade Name	
Contact Person Name (Full Name)	
Father's Name / Husband Name (Full Name)	
Date of Birth / Incorporation	
PAN No.	

**2. OFFICE ADDRESS :**

House / Block / Floor / Door No.	
Building / Apartment / Complex Name	
Street / Road / Lane Name	
Area / Location Name	
City / Town / Village Name	
State	
Pin Code	

**3. RESIDENTIAL ADDRESS :**

House / Block / Floor / Door No.	
Building / Apartment / Complex Name	
Street / Road / Lane Name	
Area / Location Name	
City / Town / Village Name	
District	
State	
Pin Code	

**4. CONTACT DETIALS:**

Residence Landline No. (With STD Code)	
Office Landline No. (With STD Code)	
Mobile No.	
E-Mail ID (Official)	

\_\_\_\_\_  
(Name of Marketing HOD)

\_\_\_\_\_  
(Approved by)

\_\_\_\_\_  
(Applied By)

**5. SEGMENTS APPLYING FOR:**

Broking	<input type="checkbox"/> NSE CASH & F&O <input type="checkbox"/> BSE CASH <input type="checkbox"/> IPO & FD <input type="checkbox"/> MUTUAL FUND
Commodity Broking	<input type="checkbox"/> MCX <input type="checkbox"/> NCDEX
Currency Derivatives	<input type="checkbox"/> CD NSE <input type="checkbox"/> CD MCX-SX
Other (Please Specify)	

**6. TERMS OFFERED :**

Proposal	Fixed <input type="checkbox"/> Sharing <input type="checkbox"/>
In Case of Sharing, Ratio Offered	Busi. Asso's.Part ____% Anush Part ____%
Committed Revenue to Anush After 3 Months of Commencement of Business	Rs. _____ (In Words):

**7. DEPOSITS DETAILS:**

SEGMENTS	DEPOSIT (RS)	CHEQUE NO.	BANK NAME	ACCOUNT NAME
NSE CASH & F&O				
BSE CASH & F&O				
IPO & FD				
MUTUAL FUND				
MCX				
NCDEX				
CD MCX SX				
CD NSE				
CD BSE				

Name:

Signature:

\_\_\_\_\_  
(Name of Marketing HOD)

\_\_\_\_\_  
(Approved by)

\_\_\_\_\_  
(Applied By)

## CHANNEL PARTNER AGREEMENT

This agreement is made at \_\_\_\_\_ (place) this \_\_\_\_\_ day of \_\_\_\_\_ between M/s Anush Shares and Securities Private Limited, a company incorporated under the Companies Act, 1956 and having its registered office at No:247 (Old No: 119), R. K. Mutt Road , Chennai – 600 028 (hereinafter referred as “ANUSH”) of the First part.

AND

\_\_\_\_\_, Individual / Partnership firm / corporate residing at / having office at \_\_\_\_\_ (hereinafter referred to as the “Channel Partner”) of the Second Part.

WHEREAS Anush is dealing with broking/distribution/mobilization of investment in financial products and services, Public Issues, Fixed Deposits, Mutual funds, etc., besides its main stock broking & commodities broking (through associate – Allreach Commodities India Private Limited) business.

WHEREAS Channel Partner is desirous of having an association with ANUSH in the aforesaid broking/distribution/mobilization business.


NOW, THEREFORE, in consideration of the mutual understanding as set forth in this agreement, the parties thereto have agreed to the following terms & conditions:

1. THE Channel Partner has to declare/ ensure that he/ she/ it is not registered/affiliated/ associated with similar entity as ANUSH in the distribution business as aforesaid or undertakes to discontinue such registration/affiliation/association, if any, within a period of two months from the date hereof.
2. THE Channel Partner declares that it has never been convicted of any criminal offence involving moral turpitude and also no legal proceedings are pending against him and also undertakes to inform ANUSH forthwith, in case any legal proceedings are initiated against him in future.
3. THE Channel Partner shall not represent ANUSH in any manner whatsoever against the interest of ANUSH and shall not either directly or indirectly indulge in any acts/activities, which may be prejudicial to the interest of ANUSH or its group Companies.
4. THE Channel Partner should sufficiently generate business that will entitle him to minimum commission every year as may be prescribed by ANUSH and in case the target is not achieved, ANUSH reserves the right to cancel the registration forthwith and forfeit the amount of brokerage payable to the Channel partner, if any.




5. THE Channel Partner shall not accept CASH from any investor for any products / services under any circumstances.
6. THE Channel Partner shall not accept CHEQUE in his name, whether directly or indirectly from any investor for any products/services under any circumstances.
7. THE Channel Partner shall send all application(s) to the office of ANUSH accompanied by local Cheque (s) / draft(s) payable only. Commission will be paid to the Channel Partner only by way of Account payee Cheque (s) / draft (s), and in no case, cash will be paid.
8. The rate of commission will differ from company to company and client to client, which shall be intimated to the Channel Partner by ANUSH From time to time.
9. THE Channel partner shall not be paid any commission by ANUSH if any deposit is withdrawn before the expiry of maturity period, an amount equivalent to such deposit(s) shall be liable to be deducted from future payments to the Channel Partner.
10. In case of product marketing, a company / firm / individual may be nominated by ANUSH to pay commission and such payment shall be effective discharge of any liability on account of commission payable for such products.
11. Complaint(s), if any of the Channel Partner will be entertained by ANUSH only, when these are referred by quoting Registration Code and within a period of six months of giving relevant business to ANUSH.
12. No canvassing or inducement shall be done orally or in writing by the Channel Partner for making investment(s) in any of the products i.e., Fixed Deposits / Bonds / Public Issues / Mutual Funds etc. The discretion in this regard should always be that of the client.
13. No guarantee shall be given by the channel partner to the client with regard to any of the products proposed to be sold or serviced by the Channel Partner in any capacity or manner, whatsoever.
14. ANUSH shall not be liable or responsible for any kind of loss or damage thereby incurred or suffered by the client of the Channel Partner resulting from acts, event or circumstances not reasonably within the control of ANUSH including but not limited to force majeure conditions.
15. The Channel Partner shall maintain the dignity and the profile of the Company and its group companies and also maintain a high degree of integrity, promptitude, fairness and honesty in dealing with its clients, investors and public in general & rendering possible co-operation and guidance to the investors with regard to the product and the services.
16. THE Channel Partner shall send periodical reports with regard to sale of products and business and market trends from time to time as per the system/manner defined by ANUSH and also send all material information, which may be relevant to the sale of products/services and /or matter connected therewith to ANUSH.

17. THE Channel Partner shall abide by all laws related to transactions of ANUSH including Laws, Rules and Regulations of Securities and Exchange Board of India, Reserve Bank of India , Association of Mutual Fund of India and all relevant enactments, including the Companies Act, 1956, SCRA, 1956 etc.,
18. THE Channel Partner shall initiate and take all reasonable steps for the promotion of business; canvas and conduct business of Mutual funds in accordance with the Regulations, Code of Conduct, Norms and Guidelines for intermediaries that may be framed or amended by AMFI from time to time.
19. THE Channel Partner shall guarantee total confidentiality and secrecy of the entire information gained during the continuance of this agreement to any third party and shall never disclose without the express written consent of ANUSH, except to any regulatory authority, pursuant to any inquiry or investigation or by requirement of law in the course of proceedings, in which both parties to this agreement are involved. This obligation shall survive even after the termination of this agreement.
20. ANUSH reserves the right to alter any of the term(s) and / or condition(s) mentioned herein from time to time, which amendments shall be effective upon ANUSH giving the Channel Partner not exceeding seven day's notice in writing.
21. THE Channel Partner also unconditionally and irrevocably agrees to indemnify ANUSH and shall always keep ANUSH indemnified, harmless from and against all claims, demands, actions, proceedings, loss, damages, liabilities, charges and / or expenses that are occasioned or may be occasioned to ANUSH, directly or indirectly, owing to the transactions, undertaken for the clients or on account of any act or omission or negligence by the Channel Partner or his/its employees.
22. ANUSH shall not be liable for any loss that may be incurred on account of any inability to execute transactions due to any restrictive action taken by ANUSH on the Channel Partner warranted by the formers risk management strategy.
23. The rights and remedies herein are cumulative and not exclusive of any rights or remedies provided by law. No failure to exercise or delay in exercising the same shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof.
24. It is understood that the appointment of Channel Partner shall not constitute any arrangement whereby any employer/employee relationship may constituted between the parties to this agreement.

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25. ANUSH is in its absolute discretion and reserves the right to discontinue/terminate at any time, the appointment of Channel Partner without assigning any reason. This agreement shall forthwith terminate on the violation of any of the term(s) and/or condition(s) of this agreement by the Channel Partner. On termination, the Channel Partner shall not solicit business for any product or service from the clients, who were serviced by it and shall forthwith disassociate from all such and other clients of ANUSH. The liability and indemnity of the Channel Partner shall survive even after the expiry of this agreement.
26. The channel partner shall be responsible for the dues, if any, to be received by ANUSH from clients referred by channel partner. ANUSH will endeavour to take all necessary actions to recover the dues payable by clients directly. However, in the event of dues not paid by clients beyond a period of 15 days, ANUSH shall recover the monies due by the client from the commission payable to the channel partner in the following months until the dues are fully recovered. If the dues are subsequently recovered from the clients, the recovery done from channel partner shall be repaid by ANUSH.
27. The channel partner shall provide an interest free refundable deposit of INR 50000/- (Indian Rupees Fifty Thousands Only) to ANUSH. The deposit will be refunded to the channel partner on termination of this agreement subject to adjustment of dues payable by the clients of the channel partner to ANUSH.
28. The channel partner and ANUSH will endeavour to keep the terms of this agreement confidential. However, under any unforeseen circumstances, if the client of channel partner requests ANUSH to become a direct client of ANUSH instead of continuing as a client of channel partner, ANUSH will endeavour to keep the client informed that it is the decision of the channel partner. ANUSH will keep the channel partner informed about such instances and it will be the responsibility of the channel partner to convince the client to remain under the channel partner. In case of continued insistence by the client, ANUSH shall take necessary steps to delink the client from channel partner and make the client a direct customer of ANUSH, this shall be done only after 90 days of providing information to channel partner.
29. Any and all disputes arising out of or in connection with this agreement or its performance shall be settled by arbitration through Sole Arbitrator to be appointed by ANUSH. The arbitration shall be held in Chennai. Channel Partner and ANUSH hereby agree in ensuring quick settlement of any arbitration proceedings.
30. All disputes shall be subject to exclusive jurisdiction of Courts at Chennai.



IN WITNESS THEREOF, the parties to the agreement have caused these presents to be executed as of the day and year first above written.

Signed for and on behalf of  
For Anush Shares and Securities Private Ltd.

Signed for and on behalf of  
CHANNEL PARTNER



Authorized Signatory

WITNESS

Name:

Address:

WITNESS

Name:

Address:

## **Please note the following:**

- Kindly fill up the application form neatly.
- Affix your passport size photograph and put across signature on the same
- Please enclose your PAN card copy.
- Please enclose your address proof ( Passport / Ration Card / Driving license / Telephone Bill / Electricity Bill / Voter ID )
- Enclose your Bank account statement & cancelled Cheque leaf (For pay out transfer)
- Copy Educational Qualification certificate
- NISM Certificate for F&O & Currency Derivatives
- Kindly self attest all the proofs.
- Cheque of Rs.2247/- for each equities segment (say NSE- cash / NSE F&O/ BSE – cash, etc)
- Cheque of Rs. 1126/- for each Commodities segment ( MCX / NCDEX) favoring ANUSH name for both equities and commodities

## **Send your application to the following address:**

Vice President – Marketing  
Anush Shares and Securities Pvt. Ltd,  
No: 247 (Old: No: 119)  
R.K.Mutt Road, Chennai.  
PIN: 600 028.  
Contact: +91 44-24616721 / 23 / 18 / 24  
E-mail: [franchisee@anushshares.com](mailto:franchisee@anushshares.com)  
E-mail: [customercare@anushshares.com](mailto:customercare@anushshares.com)  
Website: [www.anushshares.com](http://www.anushshares.com)

Signed by  
CHANNEL PARTNER

