

DISTRIBUTOR EMPANELMENT / BANK MANDATE FORM

AMFI/NISM CERTIFICATION DETAILS	Registration No	Passed on	Valid upto
	ARN -		

KEY CONTACT DETAILS

Name	Mr/Ms./M/s	FIRST	MIDDLE	LAST
Contact Person	INCASE OF NON-INDIVIDUAL	Mobile No.		Office No.
Email Id				

BANK DETAILS

A/c Number	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	A/c Type <i>please</i> ✓	<input type="checkbox"/>	SB	<input type="checkbox"/>	Current	<input type="checkbox"/>	Others	<input type="text"/>										
Bank Name	<input type="text"/>										Branch	<input type="text"/>					City	<input type="text"/>															
MICR Code	<input type="text"/>										NEFT/ IFSC Code	<input type="text"/>																					
Preferred Mode of receipt of brokerage															<input type="checkbox"/>	By Cheque (Courier to the registered address)										<input type="checkbox"/>	Direct Credit to my/our account as given above						
<small>(Refer Clause No. 23 below)</small>																																	

NOMINATION DETAILS FOR BROKERAGE / COMMISSION *For individuals and sole proprietorships*

Name	Mr/Ms./M/s	FIRST	MIDDLE	LAST	Relationship	
Mailing Address						

If Nominee is a Minor

DOB of Minor	D	D	M	M	Y	Y	Y	Y	Name of Legal Guardian	FIRST	MIDDLE	LAST
Mailing Address												
										Signature Legal Guardian		

DECLARATION

I/We hereby declare that the information furnished is true and correct to the best of my/our knowledge and belief. I/We undertake to abide by the terms and conditions stated overleaf and the changes in Terms & Conditions from time to time relating to the empanelment of distributor. I/We am/are not an Employee or a relative of a Director/Employee of the AMC/Sponsor/or any of its associates.

Place: _____
 Date: _____

 Signature of Authorised Person

CHECKLIST FOR DOCUMENTS TO BE SUBMITTED

Document Submitted, Kindly (✓)	Documents
	Copy of a Cancelled Cheque / Bank Statements / PAN Card / ARN Card
	MOU / Board Resolution / Authorized Signatory List in case of Non-Individual

FOR OFFICE USE ONLY

Date of Receipt		<div> <div>D</div> <div>D</div> <div>M</div> <div>M</div> <div>Y</div> <div>Y</div> <div>Y</div> <div>Y</div> </div>		Category			
Classification							
Relationship Manager		Regional Head/ National Head		Director Sales & Marketing			
Name		Name		Name			
Location		Location		Location			
Signature		Signature		Signature			

TERMS & CONDITIONS

1. The statements made/information provided by the Distributor in the Distributor Empanelment Form ('Form') and the declaration made therein read with these terms and conditions ('Terms and Conditions') shall be the basis of the contract between Indiabulls Asset Management Company Ltd. (AMC) and the Distributor and the Distributor who agrees to be legally bound by the same.
2. In case of application by non-individuals, a certified true copy of the relevant resolution authorizing to undertake the activities of distribution of mutual fund units or a letter from the Chairman/MD/CEO/Authorised Persons confirming that the Organization has been authorized to undertake distribution of mutual funds and list of Authorised Signatories should be submitted.

APPOINTMENT OF THE DISTRIBUTOR

3. The AMC and the Distributor agree that the Distributor is acting only in a representative capacity to the AMC /IBMF and the relationship between the AMC and the Distributor is not that of an agency.
4. The Distributor agrees that this relationship is expressly established subject to the AMC/IBMF being allowed to appoint other distributors to distribute units of IBMF to the investors / unit holder.
5. The AMC shall issue letter confirming Appointment as Distributor after confirming all the required documents. The Distributor agrees to commence distribution only after receiving Confirmation Letter from the AMC.

DECLARATION

6. In terms of AMFI Circular 35P/MEM-COR/13/10-11 dated August 27, 2010, read with various clarifications issued thereafter, the Distributor will comply with "Know Your Distributors" (KYD) norms.
7. The Distributor agrees to read and understand the Scheme Information Document (SID) and any addendum/notice issued thereto of the respective scheme(s) carefully and explain the market risks, investment risks, investment objectives, and the special features of the schemes to the investors. The distributor must not make any representation concerning Units or IBMF except those contained in the SID of the respective scheme(s), the Key Information Memorandum (KIM) cum Application Forms and published information issued by the AMC as information supplemental to such documents.
8. The Distributor agrees to use only such latest SID, KIM cum Applications Forms and advertising material provided by the AMC and the distributor shall not design his/her own advertisement of Scheme(s) of Indiabulls Mutual Fund (IBMF) unless it has obtained prior approval in writing from the AMC.
9. The Distributor agrees that he/she will not use any unethical means to sell, market or induce any investor to buy units of schemes of IBMF.
10. The Distributor shall neither use nor display the logo or mark of the AMC/IBMF (or any logo or mark similar thereto) in any manner whatsoever, unless prior approval in writing is obtained from the AMC.
11. The Distributor agrees he/she will not rebate/pass on the commission/fee to investors and shall not attract/induce investors through temptation of rebate or by offering gifts, benefits which are extraneous to the schemes of IBMF.
12. The Distributor shall not receive cash on behalf of the AMC. The distributor is not authorized to issue any receipt for cash and demand drafts received along with the application form(s) on behalf of the AMC.
13. The Distributor hereby agrees to comply with the provisions of the SEBI (Mutual Funds) Regulations, 1996 as amended from time to time with specific focus on regulations/guidelines on advertisements/sales literature and comply with and adhere to the Code of Conduct and best practices prescribed for the intermediaries of Mutual Fund by Association of Mutual Fund of India (AMFI). The distributor shall also comply with circulars and adhere to guidelines pertaining to Mutual Fund business issued by SEBI and AMFI from time to time.
14. All distributors, personnel, sub-agents and representatives of the distributor engaged in sales and marketing of the units of the Schemes of IBMF should hold a valid AMFI/NISM Certificate as required by SEBI. Further, the distributor shall on request by the AMC/IBMF/Trustee at any time and from time to time, provide a declaration to the above effect. In addition, the AMC/IBMF/Trustee shall have the right to obtain copies of AMFI/NISM Certificates of all personnel, sub-agent(s) and representative(s) of the distributor engaged in sales and marketing of the Units of the Schemes of the IBMF and they shall forthwith be required to furnish the same.
15. The Distributor shall immediately notify the AMC in writing if any of its personnel or any other person engaged by the distributor has committed any act amounting to moral turpitude, financial irregularities or has been arrested by the police or has been relieved from the services/employment of the distributor. Upon receipt of such notice from the Distributor, the AMC may suspend further business and payout of the commissions, etc. as it deems fit in the case.
16. The Distributor undertakes that it shall do all acts, deeds and things necessary on behalf of the AMC whereby the investors/unit holders' confidence and interest in the Mutual Fund is fully protected at all times and shall provide such assistance as may be required by the investors/unit holders/the Registrar/the AMC to redress complaints, including co-ordination with the authorised collecting branches and the Registrar within 7 days of receipt of such complaint.
17. The Distributor hereby agrees if he/she appoints any sub-agent(s) or any representative(s) directly or indirectly, then in that case the distributor will be responsible for all the acts of the sub-agent(s)/representative(s) to AMC and to third parties.

INDEMNITY

18. The Distributor declares and covenants with the AMC, to defend indemnify and hold the AMC and its affiliates, promoters, successors in interest and permitted assigns harmless from and against all claims, damages or assertions of liability of any kind or nature resulting from:
 - a) Any breach of covenants, terms and conditions or other provisions hereof, or SID(s) or any actions or omissions thereunder;
 - b) Any failure to comply with all applicable legislation, statutes, ordinances, regulations, administrative rulings or requirement of law;
 - c) The misfeasance, malfeasance or fraudulent acts of the personnel/ representative(s) of the distributor; and
 - d) Any and all actions, suits, proceedings, assessments, settlement, arbitration judgments, cost and expenses, including attorneys' fees, resulting from any of the matters set forth above.
19. The Distributor shall also indemnify and hold harmless the AMC, Trustee and/or IBMF from and against any and all direct and indirect costs, charges, claims, losses, expenses, damages, liabilities, awards, judgments, fines and actions of any nature whatsoever which the AMC, Trustee and/or IBMF may incur/suffer due to a) the sub-agent(s) of the distributor making any representations, which are not based on information, documentation and/or literature provided by the AMC/Trustee/IBMF as applicable; (b) any wrongful, dishonest, criminal, fraudulent act or willful misconduct or gross negligence of the sub-agent (s)/representative(s).

FEE/COMMISSION

20. The Distributor fulfilling the empanelment criteria as per the Code of Conduct and best practices for intermediary prescribed by SEBI and AMFI shall be entitled to receive fee/commission for all business brought/funds mobilized by them for the AMC till their subsistence as Distributor except on the investments made in his/her own name.
21. The AMC shall from time to time communicate the Compensation and the periodicity of its payment to the Distributor on an upfront basis. Further, the Compensation and the periodic of its payments may differ from Scheme to Scheme of IBMF. Provided, however, that the rate (s) are subject to revision at the discretion of the AMC from time to time and the distributor shall be bound by such changes. The commission/fee so paid to the distributor shall be inclusive of any cost, charges and expenses incurred by the distributor in connection with the business brought/funds mobilized to the AMC. All the payments to the Distributors shall be subject to requisite taxes at the applicable rate(s) in force.
22. The AMC has the right to prospectively revise, the Compensation and the periodicity of its payments, already declared / fixed by the AMC; and the Distributor agrees that the AMC shall be entitled to prospectively revise the compensation and the periodicity of its payments by the AMC to the Distributor in such manner as the AMC thinks fit and proper.
23. In addition to the compensation which the AMC may pay to the Distributor under the provisions of this Agreement, the AMC may (but shall not be obliged to) offer incentive to the Distributor whereunder the AMC may pay incentive to Distributors as per a scheme for the Business procured by the Distributor prior to the termination of this Agreement. The AMC may also at its discretion at any time and from time to time introduce, modify, add to, discontinue and re-introduce any such scheme or schemes.
24. In case the Distributor receives any compensation or incentive or any other amount which is not due or payable to the Distributor, the AMC/IBMF shall be entitled to recover or adjust all such amounts as are paid wrongly or under a mistake to the Distributor.
25. As per the SEBI circular No.CIR/IMD/21/2012 dated September 13, 2012 in case of purchases/switches into any fund, all upfront payments of any nature whatsoever, including incentives or commissions made to distributors on account of these transactions will be subject to a complete and/or proportionate claw-back. The period of claw-back may be related to the exit load period, if applicable. In cases where the claw-back period is not related to the period of exit load, the period considered for the purpose of claw-back should be for a minimum time frame of one year in case of equity oriented schemes and minimum period of three months for all other schemes. This amount to be clawed back will be set off against future payments to the distributor or refunded by way of a direct payment from the distributor to the AMC.
26. Further in accordance with the AMFI's Code of Conduct, the Distributor shall refund to AMC, either by set off against future commissions or payment, all incentives of any nature, including commissions received, that are subject to claw-back as per SEBI regulations or the terms and conditions issued by respective AMC.
27. The Distributor shall not have any claim against the AMC/IBMF/Trustee for any loss incurred by him/her as not anticipated and arising out of any revision in the rate(s) of the commission/fee for business brought/funds mobilized.
28. To avail the facility of Direct Credit of payment, the distributor is required to enclose a copy of a cancelled cheque leaf for the records of AMC. The AMC reserves the right to pay fee/commission by cheque/demand draft even if the distributor has opted for a direct credit of brokerage.
29. In case of termination as per clauses mentioned under 'TERMINATION', the AMC shall not pay any trail commission after the termination of the distributor for the all business brought/funds mobilized by them for AMC before the termination as Distributor.

PRINCIPAL TO PRINCIPAL

30. These Terms and Conditions are on a principal-to-principal basis and do not create and shall not be deemed to create any employer-employee relationship between the AMC and the Distributor and/or its personnel/representative(s). The distributor and/or its personnel/representative(s) shall not be entitled to, by act, word, deed or otherwise, make any statement on behalf of the AMC or in any manner bind the AMC or hold out or represent that the Distributor is representing or acting as Distributor of the AMC, except as expressly provided in these Terms and Conditions or otherwise in writing.
31. The activities of the Distributor and its personnel/representative(s) shall not be construed to be activities of the AMC. Save and except as may be expressly permitted by the AMC, the distributor and its personnel/representative(s) shall not at any time use the name, mark or logo of the IBMF / AMC in any sales or marketing publication or advertisement, or in any other manner without prior written consent of the AMC.

TERMINATION

32. The appointment of the distributor shall be liable to be terminated by the AMC forthwith:
 - a) If he /she is found to be a minor or adjudicated as an insolvent or found to be of unsound mind by a court of competent jurisdiction;
 - b) If in course of any judicial proceeding it is found that he/she has knowingly participated in or connived at any fraud, dishonesty or misrepresentation, financial irregularities against the AMC or any Unit holder of IBMF
 - c) If the AMC is satisfied that any statement made in the Form was false or misleading or calculated to mislead;
 - d) If he/she acts in any other manner prejudicial to the interest of the AMC/IBMF; and
 - e) If he /she does not comply with all applicable legislation, statutes, ordinances, regulations administrative rulings or requirement of law.
 - f) noncompliance of any of the clauses of the Terms and Conditions specified herein and the changes made to the Terms and Conditions from time to time.
33. The AMC shall have the right to terminate the appointment of the distributor at any time by giving him/her 10 days notice without assigning any reason thereof. The Distributor may also cancel his appointment as Distributor at any time by giving 10 days notice to the AMC.
34. The Appointment as Distributor shall stand automatically terminated without any notice from the AMC/IBMF upon disqualification or withdrawal of Regulatory/Government approval to act in the capacity contemplated herein. Upon any termination, the distributor shall forthwith handover all documents, papers and material pertaining to AMC/ IBMF to the AMC.
35. On termination of the appointment as Distributor, the Distributor agrees to deliver and/or cause to be delivered to the AMC or to any person designated by the AMC all writings, material, information, forms, agreements, letters, investor communications, books, booklets, lists, reports, statements, property, instruments, training manuals, video tapes, copies, etc. and all other information, documents, writings and items of the AMC or relating to this Agreement or the Business provided by the Distributor hereunder without claiming any lien, right of possession or retention or other right whatsoever in respect thereof.

NOMINATION FACILITY

36. The AMC offers nomination facility to distributor to enable the nominee to receive trail commissions on the business done before the demise of distributor holding ARN provided the distributor has complied with the Terms and Conditions mentioned herein above
37. In respect of all disputes arising under this empanelment, the courts in Delhi alone shall have jurisdiction.

INDIABULLS ASSET MANAGEMENT COMPANY LIMITED

CORPORATE OFFICE: MUMBAI Indiabulls House, Indiabulls Finance Centre, 11th Floor, Senapati Bapat Marg, Elphinstone Road (West), Mumbai – 400 013
AHMEDABAD Radhika House, 2nd Floor, Opp. Mayor Bungalow, Law Garden, Navrangpura, Ahmedabad – 380 006. **BANGALORE** No. 103, 2nd Floor, Sanskruthi Chambers, K.H. Road, Bangalore – 560 027. **CHANDIGARH** 2nd Floor, SCO-2, Phase – 5, Sector-59, SAS Nagar, Near Kalyan Jewellers, Mohali-160059. Tel: 0172-5099596.
CHENNAI Apex Chambers, 3rd Floor, No. 20, Sir Theyagaraya Road (Pondy Bazar), T Nagar, Chennai – 600 017. **DELHI** M - 62 & 63, 1st Floor, Connaught Place, New Delhi – 110 001. **HYDERABAD** 5th Floor, Venkat Plaza, Panjagutta, Hyderabad – 500 082. **KOLKATTA** 11, Ground Floor, Constantia Complex, Dr U.N. Brahmachari Street, Kolkata – 700 017. **PUNE** Off. No. 002, Ground Floor, Zenith Complex, K.M. Gandhi Path, Shivajinagar, Pune – 411 005.
SURAT D119, ITC Building, Majuragate, Surat, Gujarat - 395002. Tel: 0261-3920566

Mutual Fund Investments are subject to market risks, read all scheme related documents carefully.