

# Distributor Empanelment Form

Registered office: Peerless Mansion, 1, Chowringhee Square, Kolkata - 700069, Board No.: 033 40185000 / Fax No: 03340185010/ 22136346

1 Key Details (please fill in block letter)													
*Name (Mr/Ms/Mrs)													
* Address for communication													
City			State:			Pin:							
Tel No. 1				Tel No. 2									
Mobile No.				Fax No.									
E-mail:													
*Status <input type="checkbox"/> Individual <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partnership Firm <input type="checkbox"/> Public Ltd. Co. <input type="checkbox"/> Bank <input type="checkbox"/> Pvt. Ltd. Co. <input type="checkbox"/> Society/Trust <input type="checkbox"/> Others <small>Please specify</small>													
*PAN						Educational Qualification:							
Date of Birth			D	D	M	M	Y	Y	Y	Y	Authorised Person:		
Date of Incorporation:			D	D	M	M	Y	Y	Y	Y	Designation:		

Please affix a recent passport size photograph (only for individuals)

2 *AMFI Certification Details (Please attach a copy of AMFI Certificate & ARN Card)											
AMFI Registration No.: ARN _____						Passed on _____			Valid Up to _____		

3 * Bank Account Details (Brokerage cheques will contain the account details to avoid fraudulent encashment)											
Bank Name:						Branch Name:					
Bank address						Branch Address:					
City:						MICR Code:					
A/C No.:						IFSC Code:					
A/C Type: <input type="checkbox"/> Saving <input type="checkbox"/> Current						Note : Direct Credit will be made in HDFC Bank Ltd.					
Document/s attached: <input type="checkbox"/> Cancelled cheque with name/account pre-printed <input type="checkbox"/> Bank Statement <input type="checkbox"/> Certified copy of passbook											

4 Nomination Details for Brokerage / Commission											
I hereby nominate the person named below to receive the amounts of brokerage (including trail brokerage) to my credit in the event of my death.											
(for Individual Distributor/Agent Only)						Date of Birth of Nominee:					
Name:						Name of Legal Guardian (In case of Minor)					
Address						Address of Legal Guardian:					
City			Pin								
Relationship With Distributors						Signature of Legal Guardian:					

5 Declaration											
I/We hereby declare that the information furnished herein is complete and correct in all respects. I/We undertake to abide by (a) such guidelines, code of conduct and other circulars etc. issued by SEBI and/or AMFI that may be applicable to me/us and (b) the terms and conditions stated overleaf as amended from time to time. I/We further confirm that I/We (including our directors/employees/officers/partners) am/are not an employee of Essel Funds Management Co. Ltd. nor a relative of any Director/Employee of the AMC/Sponsor or any of its associates (hereinafter referred as Related Person).											
* Signature of the Distributor:									Date:		
									Place:		
All fields marked with * are mandatory									(Rubber Stamp in case of Non-individuals)		

6 For Office Use Only															
EFAMCL Branch				Date of Receipt				D	D	M	M	Y	Y	Y	Y
Distributor Classification (any one)		IFA	Company	PSU Bank	Private Bank	Partnership Firm	Alternate channel								
Local:		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>								
Regional:		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>								
National:		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>								
Approved By:						Approved By:									
Empanelment Form Received Date:				D	D	M	M	Y	Y	Y	Y				
Branch Name:						Distributor City Category:									
Relationship Manager															
State:				Region:				Zone:							
Statement <input type="checkbox"/> Retail IFA <input type="checkbox"/> ND <input type="checkbox"/> BND <input type="checkbox"/> Alternate Channel <input type="checkbox"/> Regional															

7 Acknowledgement											
ARN No:				Name of the Distributor				Date of receipt			
Web site <a href="http://www.esselfinance.com">www.esselfinance.com</a>				Toll Free : 1800 103 8999 Non Toll Free: 022 71335205				<a href="mailto:mutualfund@esselfinance.com">mutualfund@esselfinance.com</a>			

## 8 Terms And 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 Essel Funds Management Company Ltd (AMC) and the distributor and the distributor agrees to be legally bound by the same.
2. The first business year of a distributor will commence from the date of his/her empanelment and end on the succeeding 31<sup>st</sup> of March. Every subsequent business year will commence from 1<sup>st</sup> of April and end on the 31<sup>st</sup> of March (or earlier date in case the distributorship is discontinued).
3. The distributor agrees to abide by these Terms and Conditions and rules in force and the changes in the Terms and Conditions from time to time relating to the agency.
4. The Distributor and its representatives must read and understand the Statement of Additional Information (SAI) and Scheme Information Document (SID) of the respective Scheme (s) carefully and explain the risks, investment objectives and the special features of the Schemes to the investors. The Distributor must not make any representation concerning Units or Essel Mutual Fund except those contained in the SAI and SID of the respective Scheme (s).
5. The Distributor shall use only SID and KIM containing application Forms and advertising material provided by the AMC and the Distributor shall not design its own advertisement of the Scheme (s) of Essel Mutual Fund unless it has obtained prior approval in writing from the AMC.
6. The Distributor or its representatives are not authorised to issue any receipt for cheques and demand drafts received along with the application Forms on behalf of the AMC. The Distributor or its employees shall at no point of time receive cash on behalf of Essel Mutual Fund.
7. The distributor agrees he/she will not rebate/pass on the commission/brokerage to investors and shall not attract/induce investors through temptation of rebate or by offering gifts, benefits which are extraneous to the schemes of Essel Mutual Fund.
8. The distributor hereby agrees to comply with the provisions of the Securities and Exchange Board of India (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 issued by the Association of Mutual Funds of India (AMFI) and SEBI from time to time.
9. The distributor shall provide self certification in the prescribed format certifying compliance with the provisions of the extant SEBI/Mutual guidelines/circulars, adherence to the Code of Conduct as prescribed by SEBI/AMFI for intermediaries of Mutual Fund and fulfilling the minimum prescribed criteria regarding the number of investors and average assets under management at the end of every financial year to the AMC. If the said self certification is not provided, then the brokerage will be suspended till the time of receipt of the certificate.
10. All distributors, personnel, sub-agents and representatives of the distributor engaged in sales and marketing of the units of the Schemes of Essel Mutual Fund should be certified and registered with AMFI and should hold a valid AMFI Certificate as required by SEBI. Further, the distributor shall on request by the AMC /Essel Mutual Fund /Trustee at any time and from time to time, provide a declaration to the above effect. In addition, the AMC/ Essel Mutual Fund/Trustee shall have the right to obtain copies of AMFI 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 Essel Mutual Fund and they shall forthwith be required to furnish the same.
11. 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.
12. The distributor shall ensure that his/her personnel/representatives shall at all times conduct themselves within the parameters of these Terms and Conditions and comply with and adhere to all applicable laws hereinabove and shall not commit or permit the commission of any offence; and in the event of any offence being committed, the distributor shall be liable for all consequences thereof; and the AMC shall not be directly or vicariously liable for the same.
13. 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.
14. As per SEBI guidelines a distributor shall have at least 12 investors with the AMC, within one year of empanelment alternatively, furnish an undertaking stating that the individual distributor has serviced at least 25 investors across all mutual funds, this undertaking would form part of his /her annual self certification as specified in clause 10 hereinabove.
15. 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 term, covenants and conditions or other provisions hereof, or offer documents (s) or any actions or omissions there under;
  - 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;
  - d. Any actions, suits, proceedings, assessments, settlement, arbitration judgments, costs and expenses, including attorneys' fees, resulting from any of the matters set forth above.
16. The distributor shall also indemnify and hold harmless the AMC, Trustee and/or the Essel Mutual Fund 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 Essel Mutual Fund 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 AMC/Trustee/ Essel Mutual Fund as applicable; (b) any wrongful, dishonest, criminal, fraudulent act or willful misconduct or gross negligence of the sub-agent (s)/ representative (s).
17. 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 brokerage for all business brought/ funds mobilized by them for AMC till the subsistence of the agency except on the investments made in his/her own name. The brokerage will be paid to the distributor at the rates (s) prescribed by the AMC. 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/ brokerage so paid to the distributor shall be inclusive of any cost, charges and expenses incurred by the distributor in connection with the agency and shall be paid to the distributor only after deductions of the requisite taxes at the applicable rate (s) in force.
18. The distributor shall not have any claim against the AMC / Essel Mutual Fund/Trustee for any loss incurred by him/ her as not anticipated and arising out of any revision in the rate (s) of the commission/brokerage for business brought/funds mobilized.
19. To avail the facility of Direct Credit/NEFT of brokerage payment, the distributor is required to enclose a copy of a canceled cheque leaf for the records of AMC. AMC reserves the right to pay brokerage/commission by cheque/demand draft even if the distributor has opted for a direct credit/ NEFT of brokerage.
20. In case of non-compliance of any of the Terms and Conditions mentioned herein and non-compliance of SEBI/AMFI guidelines, the AMC may suspend further business and pay-out of the commissions etc. until the same is complied with.
21. In case of termination of the agency as per clauses (24) and (25) mentioned herein below, the AMC shall not pay any trail commission after the termination of the agency of the distributor for all the business brought /funds mobilized by them for AMC before the termination of the agency.
22. 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 Essel Mutual Fund 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/Essel Mutual Fund; 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.
23. In addition to what is stated in the preceding paragraphs, 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 terminate the agency at any time by giving 10 days notice to the AMC.
24. The agency shall stand automatically terminated without any notice from the AMC /Mutual Fund 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/Essel Mutual Fund and /or belonging to AMC/ Essel Mutual Fund to the AMC.
25. In respect of all disputes arising under this empanelment, the courts in Kolkata alone shall have jurisdiction.

Signature: \_\_\_\_\_  
 (for and on behalf of the Distributor, Authorised Signatories)  
 Name: \_\_\_\_\_  
 ARN No.: \_\_\_\_\_  
 Place: \_\_\_\_\_  
 Date: \_\_\_\_\_

## 9 Document Checklist

Please Check if the following documents are enclosed

For IFAs	For Corporate	For Partnership Firm
<input type="checkbox"/> Attested copy of the AMFI certificate & ARN Card	<input type="checkbox"/> Attested copy of the AMFI certificate & ARN Card	<input type="checkbox"/> Attested copy of the AMFI certificate & ARN Card
<input type="checkbox"/> Attested copy of PAN Card	<input type="checkbox"/> Attested copy of PAN Card	<input type="checkbox"/> Attested copy of PAN Card
<input type="checkbox"/> Proof of Address	<input type="checkbox"/> Memorandum & Articles of Association	<input type="checkbox"/> Partnership Deed & Resolution
	<input type="checkbox"/> Attested copy of PAN Card	<input type="checkbox"/> Authorized Signatory List

## 10 Acknowledgement

Enclosure (s)  Copy of ARN Card  Copy of PAN Card  Others: 1.

2.