

Distributor Empanelment Form



Recent Passport
Size Photograph
duly Signed Across

Only for Individuals

Please read Terms & Conditions overleaf carefully. All sections to be completed legibly in English, in black/dark-colored ink and **BLOCK LETTERS**

ORGANISATION/INDIVIDUAL DETAILS

Name of the Organisation/Individual (Please Tick) Mr. Mrs. M/s.

First Name

Middle Name

Last Name

AMFI/NISM Certification (Registration No.)

Valid upto

D D M M Y Y Y Y

EUIN

PAN

Aadhar CIN

GSTIN

SAC

Address For Correspondence

City

State

PIN

Telephone No. 1 STD CODE

Fax STD CODE

Telephone No. 2 STD CODE

Mobile

Email

Permanent Address (If different from above)

City

State

PIN

Status

Individual

Sole Proprietorship

Partnership Firm

Bank

HUF

Company

Trust

Others _____

ADDITIONAL INFORMATION

Date of Birth / Incorporation

Contact Person & Designation (For Non-Individuals)

D D M M Y Y Y Y

BANK DETAILS

Bank Name

Account Type Savings

Current

Others

Bank Account Number

Branch Address

City

State

PIN

IFSC Code

MICR

BUSINESS DETAILS

No. of Branches

No. of Sales Employees

No. of Subbrokers

No of Clients

Experience in Selling Insurance IPOs Fixed Deposits Bonds Mutual Funds Equity Debt PMS

NOMINATION DETAILS FOR BROKERAGE/COMMISSION (For Individual and Sole Proprietorship)

I/We wish to nominate the person names below to receive the amounts of brokerage to my credit in the event of my death.

Name of the Nominee

Date of Birth (if Nominee is minor) D D M M Y Y Y Y Relationship with Distributor

Name of Guardian (if Nominee is minor)

Address of Nominee/Guardian

City

State

PIN

DOCUMENTS ENCLOSED (Please Tick)**FOR INDIVIDUALS**

- Proof of address to be provided by Applicant
Please submit ANY ONE of the following valid documents as address proof & tick against the document attached:
Copy of Applicant's Ration Card / Latest Land Line Telephone Bill/ Latest Electricity Bill / Passport / Driving License / Latest Bank Passbook / Latest Bank Account Statement (not more than 3 months old) / Latest Demat Account Statement / Voter Identity Card / Ration Card / Registered Lease / Sale Agreement of Residence /
- Copy of PAN Card
- Copy of Cancelled Cheque
- Copy of AMFI / NISM Certificate & EUIN CARD
- Copy of KYD Letter/Acknowledgement
- Copy of Aadhaar Card
- Copy of GSTIN Certificate

FOR NON INDIVIDUALS

- Hindu Undivided Family (HUF): Deed of Declaration
- Company / Body Corporate: Certificate of Incorporation, Certified True Copy of Memorandum & Articles of Association, Certified True Copy of Board Resolution.
- Partnership Firms/LLP : Certificate of registration Partnership Deed Documents evidencing Authority to undertake distribution.
- Trusts, Foundations, NGOs, Charitable Bodies, Societies: Certificate of Registration of Trust Deed/Bye-Laws.
- Unincorporated Association or a Body of Individuals : Proof of Existence / Constitution Document, Documents evidencing Authority to undertake distribution.
- Certified True Copy of list of Authorised Signatories.
- Proof of address to be provided by Applicant
Please submit ANY ONE of the following valid documents as address proof & tick against the document attached:
Latest Land Line Telephone Bill / Latest Electricity Bill / Latest Bank Account Statement (not more than 3 months old) / Latest Demat Account statement Registered Lease / Sale Agreement of Office Premises / Registration Certificate issued under Shops and Establishments Act
- Copy of PAN Card
- Copy of Cancelled Cheque
- Copy of AMFI / NISM Certificate & EUIN CARD
- Copy of KYD Letter/Acknowledgement
- Copy of GSTIN Certificate

If under SBI Universal Distribution Network (SBI UDN):

I am associated with (Please Tick) : SBI General Insurance SBI Life Insurance SBI Car Loan
 SBI Mutual Fund SBI Home Loan SBI Credit Card

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 issued by SEBI and/or AMFI that may be applicable to me/us, and the terms and conditions stated overleaf as amended from time to time.

Place: Date: **Signature of Applicant****FOR OFFICE USE ONLY**Date of Receipt **Under UDN (Tick any one):** Yes NoBranch Introducing RM/Channel Manager **Signature of RM / Channel Manager****FOR CORPORATE OFFICE USE**Date Of Empanelment Subbroker/IFA Code No allotted Acceptance Letter Sent On Processed By Name

TERMS AND CONDITIONS FOR EMPANELMENT OF INDEPENDENT FINANCIAL ADVISOR

We hereby declare to act as an empanelled Independent Financial Advisor (hereinafter referred to as "IFA" of SBICAP Securities Ltd. (hereinafter referred to as "SSL".)

I/We am/are not an Employee or a Relative of a Director/Employee of SSL. We shall preserve the confidentiality of all information/particulars relating to the transactions executed or to be executed for SSL by us or our clients, except under circumstances where declaration or disclosure of any such information is required under law or under any directions/order(s) of any regulatory/government/statutory authority.

We hereby declare that all the information furnished by us is true and complete in all respect and nothing relevant/material information is concealed/suppressed by us. We hereby further undertake to inform you in writing, any change in the said information/particulars, within 24 hours of the said change. In case if any of the above particulars/information is found to be false or incomplete, we shall be held liable for the consequences thereof. We also undertake to abide by the terms and conditions mentioned in the present declaration, and changes, if any, made in the said terms and conditions from time to time in relation to this empanelment as a IFA.

TERMS AND CONDITIONS:

1. The statements made/information provided by the IFA in the IFA 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 us and SSL and the IFA and its representatives agree that the said terms and conditions are binding on them.
2. The appointment as the IFA will be at the sole discretion of SSL and will be subject to confirmation by the SSL in writing. The IFA shall commence and shall be effective only from the date mentioned in the appointment letter issued by SSL.
3. The IFA shall abide by these Terms & Conditions and rules in force and any change made in the said terms and conditions from time to time.
4. The IFA hereby agrees to comply with the provisions of Securities and Exchange Board of India (Mutual Funds) Regulations, 1996 ("SEBI Regulations") as amended from time to time and with circulars/guidelines issued by the Securities and Exchange Board of India (SEBI) or Association of Mutual Funds of India (AMFI) from time to time including but not limited to regulations/guidelines on advertisements/sales literature and also agrees to adhere and abide by the code of conduct and best practices prescribed for intermediaries registered with SEBI/AMFI.
5. The arrangement between SSL and the IFA shall be exclusively on "Principal to Principal" basis. In no event, the relationship between SSL and the IFA shall be construed as that of the Principal and Agent and/or that of the Employer and the Employee as there is no such intention and agreement between the parties to create any relation(s) of such kind.
6. The IFA shall not issue any receipt for cheques and/or demand drafts received alongwith the application form on behalf of SSL. The IFA shall at no point of time receive/accept cash from the investor on behalf of SSL. The IFA shall not act or represent to any Individual/Entity that it acts as an Agent and/or Employee of SSL.
7. The IFA shall not in any way indulge in any activity which tantamount to rebating of brokerage or brokerage to investors or assuring gifts, benefits or rebating of brokerage or any other means to generate or solicit the business.
8. The IFA shall not use the name or any "logo" or "mark" owned by/belonging to SSL or of any associated company of SSL in any manner whatsoever except the same is expressly agreed in advance in writing by SSL and under no circumstance after termination of this appointment as an IFA.
9. SSL shall furnish to the IFA through email, the copies of notices, addendums and all other documents. The IFA undertakes to: (a) properly display such documents at its place(s) of business; (b) provide its email address to SSL and keep SSL informed about the changes thereto; (c) provide legible hard copies of such documents to investors/potential investors of SSL.
10. The IFA shall be eligible for a brokerage, on the amount of the business generated by it/him, at the rates prescribed by SSL from time to time. The rate(s) of brokerage are subject to revision, from time to time, at the sole discretion of SSL and the IFA shall be bound by such revisions. The brokerage payable by SSL shall be inclusive of all taxes, service tax, costs, charges and expenses incurred by the IFA in connection with his/his rendering of the services as an IFA. The IFA undertakes that it/he shall not make any kind of claim against SSL with respect to the said brokerage.
11. In case the IFA receives any brokerage(s) and/or amounts which is/are not due or payable to the IFA, SSL shall be entitled to recover or adjust all such wrongly paid brokerage(s) and/or amounts from the amounts due to the IFA.
12. SSL shall directly credit the brokerage payable to the IFA to its/his bank account, as per the details provided by it/him from time to time, or through such means as may be deemed appropriate by SSL. SSL reserves the right to issue a demand draft or use any other mode of payment towards brokerage/brokerage payouts.
13. In case any brokerage is paid to the IFA, in advance, in respect of proposed business generated and solicited by the IFA, SSL shall have a right to recover such amount of advance brokerages, as is paid to the IFA in respect of any business generated and solicited by the IFA.
14. In case of termination of relationship between SSL and the IFA, SSL shall not be liable to pay any brokerage(s) on the funds mobilized or generated by the IFA after the termination of this relationship.
15. It is agreed that an Individual acting as an IFA shall appoint his/her nominee vide the IFA Empanelment form and only the said nominee shall be entitled to receive brokerage on business generated by the IFA before his/her demise, provided the IFA has strictly complied with all the terms & conditions of Empanelment. It is understood between the parties that the said provision for said nomination shall not be applicable to an Entity empanelled as an IFA. SSL reserves its right to ascertain the identity of the nominee at anytime.
16. The IFA shall not transfer its/his rights and benefits to any other party without the prior written consent of SSL.
17. The IFA agrees that SSL shall have exclusive ownership of any and all the right, title and interest with respect to all the copy rights, trademarks, service mark rights, patents or processes associated with any work, mark, invention or process etc., belonging to SSL.
18. The IFA hereby declares and covenants to defend, indemnify and hold SSL, its directors, affiliates, promoters, employees, successors in interest and permitted assigns harmless from and against all claims, liabilities, costs, charges, damages or assertions of liability of any kind or nature resulting from a breach of these terms and conditions, covenants or fraud, negligence, misfeasance, malfeasance, defaults, misconduct or any fraudulent act by the IFA or its representatives, employees, directors, agent, representatives and any and all actions, suits, proceedings, resulting from any breach of terms and conditions and fraud, negligence, misfeasance, malfeasance, defaults, misconduct or fraudulent act by the IFA and all the cost, expenses including attorney's fees shall be incurred and borne by the IFA only.

19. SSL shall have the right to terminate the appointment of the IFA, without any cause, at any time by giving 30 (Thirty) days written notice to the IFA. The engagement of IFA shall stand automatically terminated, without any notice issued by SSL, in the event if the IFA is disqualified to act as a IFA (for e.g. disqualified on account of any regulatory actions or violations, failure to meet the basic eligibility to act as an IFA, IFA does not hold a valid ARN, or withdrawal of necessary authorization(s) of the IFA. etc.). Any decision relating to whether an IFA is qualified or disqualified shall be solely by SSL and the IFA undertakes not to challenge any such decision taken by SSL. Upon any termination, the IFA shall forthwith return to SSL all documents, papers and material pertaining to and / or belonging to SSL. Further, the IFA shall be responsible for all its/his act or deeds prior to the termination. The Termination will not absolve it from all the acts/deeds done by the IFA prior to the said termination.
20. The IFA undertakes that the IFA, its directors, affiliates, promoters, employees and representatives shall at all times maintain strict confidentiality with regard to all matters, documents, information or data already exchanged or to be exchanged in future by SSL relating to SSL, any investor, any issues raised by SSL from time to time and shall not disclose, divulged any information without prior written consent of SSL, to any third party nor used for any purpose other than for the performance of their obligations hereunder, for a period of 2 years from the date of said termination as a IFA.
21. The IFA shall not have any claim against SSL for any loss, actual or notional, incurred by him/it on account of any revision or non-revision of brokerage rate(s) by SSL.
22. In respect of all disputes arising under this engagement, the courts at Mumbai alone shall have jurisdiction, in accordance with the laws of India. All disputes between the parties shall be resolved and referred to Arbitration before a sole Arbitrator to be appointed by SSL and the said Arbitration shall be conducted as per the provisions of Arbitration and Conciliation Act, 1996 and any provision amended from time to time.
23. The statements and declarations made by the IFA herein are the basis of his/its empanelment as an IFA and is subject to written confirmation from SSL.

WE/I HEREBY CONFIRM AND DECLARE THAT WE/I HAVE READ AND UNDERSTOOD THESE 'TERMS AND CONDITIONS OF EMPANELMENT' AS IFA AND AGREE TO ABIDE BY THE SAME.

Signature of Applicant

ANNEXURE - SEBI'S CODE OF CONDUCT (TO BE COMPLIED BY THE IFA AT ALL TIMES)

1. Take necessary steps to ensure that the client's/investors interest is protected;
2. Adhere to SEBI (Mutual Fund) Regulations, 1996, as amended, and the guidelines related to selling, distribution and advertising practices. Be fully conversant with the key provisions of the SID/SAI as well as the operational requirements of SSL.
3. Provide full and latest information in respect of business of _____ to investors in the form of offer documents, performance reports, fact sheets, for the investor's situation and needs.
4. Highlight risk factors of each scheme, avoid misrepresentation and exaggeration, and urge investors to go through SID/ SAI / KIM before deciding to make investments.
5. Disclose all material information related to the schemes/plans while canvassing for business.
6. Abstain from indicating or assuring returns in any type of scheme, unless the SID is explicit in this regard.
7. Maintain necessary infrastructure to support SSL in maintaining high service standards to investors, and ensure that critical operations such as forwarding forms and cheques to SSL and dispatch of statement of account and redemption cheques to investors are done within the time frame prescribed in the SID/SAI and SEBI Mutual Fund Regulations.
8. Not colluding with clients in faulty business practices such as bouncing cheques, wrong claiming of dividend/redemption cheques, etc.
9. Not undertake brokerage driven malpractices such as: (a) recommending inappropriate products solely because the intermediary is getting higher brokerages therefrom. (b) encouraging over transacting and churning of mutual fund investments to earn higher brokerages, even if they mean higher transaction costs and tax for investors.
10. Not make negative statements about SSL or any scheme of SSL and ensure that comparisons, if any, are made with similar and comparable products.
11. Ensure that all investor related statutory communications (such as changes in fundamental attributes, exit/entry load, exit options, and other material aspects) are sent to investors reliably and on time.
12. Maintain confidentiality of all investor deals and transactions.
13. When marketing various schemes, remember that a client's/investors interest and suitability to their financial needs is paramount, and that extra brokerage or incentive earned should never form the basis for recommending a scheme to the client/investor.
14. Not rebate brokerage back to clients/investors and not attract clients/investors through temptation of rebate/gifts etc.
15. A focus on financial planning and advisory services ensures correct selling, and also reduces the trend towards investors asking for pass back of brokerage.
16. All employees/representatives engaged in sales and marketing should obtain AMFI certification. Employees/representatives in other functional areas should also be encouraged to obtain the same certification.

I/We, having read the above, agree and undertake to abide by aforesaid SEBI's code of conduct.

Signature of Applicant

Name	SEBI / IRDA Registration Number
BSE Cash Market	INB 011053031
BSE Futures & Options	Exchange Enabled
BSE Currency Derivatives	Exchange Enabled
NSE Cash Market	INB 231052938
NSE Futures & Options	INF 231052938
NSE Currency Derivatives	INE 231052938
MCX-SX Cash Market	INB261052931
MCX-SX Futures & Options	INF261052931
CDSL	IN-DP-CDSL-370-2006
NSDL	IN-DP-NSDL-369-2014
Research Analyst	INH000000602
PMS	INP000004912
IRDA	SBG 9879816
IRDA	SLI 9879816



Registered & Corporate Office Address : SBICAP Securities Limited; Marathon Futurex, 12th Floor, A & B -Wing, Mafatal Mill Compound, N.M. Joshi Marg, Lower Parel, Mumbai - 400013. | (CIN): U65999MH2005PLC155485

For any information contact us:

Toll Free: MTNL/BSNL Users: 1800-22-3345 / Private Telecom Users: 1800-209-9345 Or E-mail: helpdesk@sbicapsec.com

BANK DETAILS FORM

Date: _____

IFA Code : _____

IFA Name : _____

Request for Direct Credit & NEFT of Brokerage

I/We authorise SBICAP Securities Limited to pay my / our brokerage entitlement favouring my / our Bank Account mentioned below:

Bank Name:																
Branch Address																
Bank Account No.:																
Account Type	Current	Savings	NRO	NRE	FCNR	Other										
IFSC / NEFT Code:																
9 Digit MICR No.:																

(Kindly attach a cancelled cheque leaf or photocopy of a cheque bearing IFA name on it)

Mobile Number:																
Email ID																

I hereby confirm that I would like to receive my brokerage as a Direct Credit / NEFT into my Bank Account mentioned above, if SBICAP Securities Limited offers such facility with my above-referred bank.

Thanking you,

Yours truly,

Distributors Seal & Signature