

Sushil Financial Services Private Limited

Regd. Office :
12, Homji Street, Fort,
Mumbai 400 001.
Phone: +91 22 40936000 Fax: +91 22 22665758

Email : info@sushilfinance.com
Website : www.sushilfinance.com



DISTRIBUTOR EMPANELMENT FORM

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

KEY CONTACT DETAILS			
Name Mr./Ms./M/s.	FIRST	MIDDLE	LAST
Mailing Address			
	CITY	STATE	PIN CODE
STD Code	Resi	Office	Fax
Mobile No.	Email Id		



TAX STATUS Please (✓) any one

Individuals Sole Proprietorship
 Partnership Firm Private Limited Company Public Limited Company Society / Trust Others

ADDITIONAL INFORMATION

INDIVIDUAL NON INDIVIDUAL

DOB Contact Person
 PAN Date of Incorporation PAN

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 Name of legal Guardian FIRST MIDDLE LAST
 Mailing Address Signature Legal Guardian

DETAILS OF YOUR BANK ACCOUNT Brokerage cheques will contain the account details to avoid fraudulent encashment

A/c Number
 A/c Type please SB Current Others
 Bank Name Branch City
 MICR Code NEFT/ IFSC Code
 Preferred Mode of receipt of brokerage By Cheque (Courier to the above address) Direct Credit to my/our account as given above (Refer Clause No.23 below)

BUSINESS DETAILS

EXPERIENCE IN SELLING please Equity Share Fixed Deposit Insurance
 Mutual Funds Bonds Others

FUNDS MOBILISED
 Cumulative to Date ₹ Mutual Funds Others
 Last one Year ₹ Mutual Funds Others

Documents	IFA	Partnership	Company	HUF
Copy of AMFI/ NISM Certificate	✓	✓	✓	✓
PAN Card Copy	✓	✓	✓	✓
Copy of ARN Card	✓	✓	✓	✓
Cancelled Cheque Copy	✓	✓	✓	✓
Memorandum & Articles of Association	NA	NA	✓	NA
Authorised Signatory List	NA	✓	✓	NA
Partnership Deed & Resolution	NA	✓	NA	NA
Board Resolution	NA	NA	✓	NA
KYD Acknowledgment	✓	✓	✓	✓

FOR OFFICE USE ONLY

Date of Receipt	<input type="text" value="D"/> <input type="text" value="D"/> <input type="text" value="M"/> <input type="text" value="M"/> <input type="text" value="Y"/> <input type="text" value="Y"/> <input type="text" value="Y"/> <input type="text" value="Y"/>	Category	<input type="text"/>	Remarks	<input type="text"/>
Relationship Manager (Name / Location)	<input type="text"/>	Regional Head (Name / Location)	<input type="text"/>	National Head (Name / Location)	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Authorised Signatory	Authorised Signatory	Authorised Signatory			

TERMS & CONDITIONS

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 Sushil Financial Services Pvt Ltd, Sushil Finance Consultants Ltd (further collectively referred to as 'SFSPL') and the Distributor and the Distributor 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 along with a certified true copy of the Memorandum and Articles of Association/ Bye-laws/ Partnership Deed / Trust Deed / Society Registration Documents and Certificate of Registration and list of Authorised Signatories should be submitted.

APPOINTMENT OF THE DISTRIBUTOR

3. SFSPL and the Distributor agree that the Distributor is acting only in a representative capacity to SFSPL and the relationship between SFSPL and the Distributor is not that of an agency.
4. The Distributor agrees that this relationship is expressly established subject to SFSPL being allowed to appoint other distributors to distribute the Third Party Products to the investors/unit holder as per the prevailing guidelines of SEBI and other Regulators.
5. SFSPL 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 SFSPL.

DECLARATION

6. The Distributor must have a valid ARN Number as per the guidelines of SEBI and 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.
7. In terms of AMFI circular No. 35P/MEM-COR/13/10-11 dated August 27, 2010 & SEBI circular No. Cir/IMD/DF/13/2011 dated August 22, 2011; the distributor will comply with Know Your Distributor (KYD) norms.
8. The Distributor agrees to abide by these Terms and Conditions and rules in force and the changes therein issued by SFSPL from time to time.
9. The Distributor agrees to sell Mutual Fund Units to only those clients who have completed their KYC with a registered KRA as per the prevailing guidelines of SEBI.
10. The Distributor agrees that he/she will not use any unethical means to sell/ market or induce any investor to buy units of any schemes or products under the Brand Name of SFSPL.
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 or product sold through the Brand Name of SFSPL.

12. The Distributor shall not receive cash on behalf of SFSPL. The distributor is not authorized to issue any receipt for cash and demand drafts received along with the application form(s) on behalf of SFSPL.

PURCHASE OF FUND UNITS THROUGH THE EXCHANGES

13. SFSPL shall play no role in risk management and collection of funds from the client registered under the Distributor. This responsibility is entirely of the Distributor.
14. The mutual fund units shall be put on hold for the time clients whose funds have not been received and will be held in SFSPL pool account.
15. Under no circumstances will clients receive units in Mutual Funds if there is an outstanding payment for the same due from the client.
16. Mismatch in NAV (actual or notional) on day of placing of order and units received in the DP is not the responsibility of SFSPL due to any of the reasons mentioned below:-
 - a. Units going on Hold due to non-receipt of funds
 - b. Delay from the AMC to issue units due to any operational glitches at AMC end
 - c. Rejection of order by Registrar Transfer Agent (RTA)/Exchanges due to missing details of client and lack of prompt action from the client.
 - d. Rejection of order due to any Scheduled/Unscheduled downtime of systems at the Exchange/SFSPL end.
 - e. Rejection of order by Exchanges due to any limits pertaining to maximum/minimum limits assigned to each scheme/broker/client
 - f. Rejection of order by RTA/Exchanges due to any other reason not in the control of SFSPL
17. The Distributor shall meet/comply with all the necessary conditions and guidelines as given by the Exchange towards purchase of Units of Mutual Funds online from time to time. Failing which it will not be the responsibility of SFSPL to ensure delivery of units as per clients' request.
18. All clients investing in Mutual Funds through the exchange route are suggested to sign up for Auto-debit facility provided by SFSPL from the approved list of Banks.
19. Clients will have to separately register for Auto-Pay in to enable transactions in Mutual Fund Segment via the exchange
20. Clients must open a trading and dematerialized account with SFSPL and comply with all the prevalent conditions under SEBI for the same to conduct smooth business with SFSPL.
21. Any untimely receipt of funds due to incomplete formalities of client shall not be the responsibility of SFSPL and is sole responsibility of the Client.

INDEMNITY

22. The Distributor declares and covenants with SFSPL, to defend / indemnify and hold SFSPL 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:
- Any breach of covenants, terms and conditions or other provisions hereof, or SID(s) or any actions or omissions thereunder;
 - Any failure to comply with all applicable legislation, statutes, ordinances, regulations, administrative rulings or requirement of law;
 - The misfeasance, malfeasance or fraudulent acts of the personnel/ representative(s) of the distributor; and
 - 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.
23. The Distributor shall also indemnify and hold harmless SFSPL 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 SFSPL 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 SFSPL as applicable; (b) any wrongful, dishonest, criminal, fraudulent act or willful misconduct or gross negligence of the sub-agent(s)/representative(s).

FEE/COMMISSION

24. 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 SFSPL till their subsistence as Distributor except on the investments made in his/her own name.
25. SFSPL 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 the Mutual Funds. Provided, however, that the rate (s) are subject to revision as per the revenue structure of SFSPL with the Third Parties involved 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 SFSPL. All the payments to the Distributors shall be subject to requisite taxes at the applicable rate(s) in force.
26. In case the Distributor receives any compensation or incentive or any other amount which is not due or payable to the Distributor, SFSPL shall be entitled to recover or adjust all such amounts as are paid wrongly or under a mistake to the Distributor. This also includes any claw back that the AMC may levy onto SFSPL arising out the activities of the client registered under the Distributor
27. 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 SFSPL. SFSPL reserves the right to pay fee/ commission by cheque/demand draft even if the distributor has opted for a direct credit of brokerage.

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 of SFSPL or any of its associates.

Place:

Date:

28. In case of termination as per clauses (30) - (32) mentioned herein below, SFSPL shall not pay any trail commission after the termination of the distributor for the all business brought /funds mobilized by them for SFSPL before the termination as Distributor.

PRINCIPAL TO PRINCIPAL

29. 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 SFSPL 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 SFSPL or in any manner bind SFSPL or hold out or represent that the Distributor is representing or acting as Distributor of SFSPL, except as expressly provided in these Terms and Conditions or otherwise in writing.

TERMINATION

30. The appointment of the distributor shall be liable to be terminated SFSPL forthwith:
- 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;
 - 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 SFSPL.
 - if SFSPL is satisfied that any statement made in the Form was false or misleading or calculated to mislead;
 - if he/she acts in any other manner prejudicial to the interest of SFSPL; and
 - if he /she does not comply with all applicable legislation, statutes, ordinances, regulations administrative rulings or requirement of law.
 - 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.
31. SFSPL 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 SFSPL.
32. In the Course of events if it is found out that any fraud, dishonesty or misrepresentation of facts has been done by the Distributor then the compensation and financial irregularities (including legal expenses) towards SFSPL shall be borne by the Distributor.

NOMINATION FACILITY

33. SFSPL 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
34. In respect of all disputes arising under this empanelment, the courts in Mumbai shall have jurisdiction.



Signature of Applicant / Authorised Signatory



Sushil Financial Services Private Limited

Member BSEL, SEBI Regn No. INB/F010982338 Member NSEIL, SEBI Regn No. INB/F230607435
Member BSE-CDX INE010607435, NSE-CDX INE230607435, MCX-SX INE260607435
CDSL, SEBI Regn. No. IN-DP-CDSL-194-2002, DP ID: 028900, ARN No. 77875

Sushil Finance Consultants Limited

PMS SEBI Regn No. INP000001116
ARN No. 42257

Sushil Insurance Brokers Pvt. Ltd.

Direct Insurance Broker (Life & General) No. 427

Regd. Off: 12, Homji Street, Fort, Mumbai 400 001 Tel: +91-022-4093 6000
Marketing Off: Genius, 4th Road, Khar (W), Mumbai 400 052 Tel: +91-022-4093 4000

www.sushilfinance.com / www.savashare.in

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Catch us on: <http://www.twitter.com/sushilfinance> • <http://www.facebook.com/sushilfinance>