

DISTRIBUTOR EMPANELMENT FORM

KEY CONTACT DETAILS

NAME (Mr./Ms. M/s) (Block Letters)																						
ADDRESS FOR COMMUNICATION (Block Letters)																						
Telephone (O)												(R)										
Mobile												Fax										
E-Mail											EUIN No.											

TAX STATUS (Please tick anyone)

INDIVIDUALS		NON-INDIVIDUALS		
<input type="checkbox"/> Individuals	<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Partnership Firm	<input type="checkbox"/> Private Limited Company	<input type="checkbox"/> Public Limited Company
		<input type="checkbox"/> Society / Trust	<input type="checkbox"/> Others _____	

ADDITIONAL INFORMATION

Individuals	DD	MM	YY	Non-Individuals	DD	MM	YY
Date of Birth				Date of Incorporation			
Educational Qualification				Contact Person			
PAN No.				PAN No.			
UIN No.				UIN No.			
(Please attach a copy of the PAN Card / Letter)				(Please attach a copy of the PAN Card / Letter)			

NOMINATION DETAILS FOR BROKERAGE / COMMISSION

(For individuals and sole proprietorships)	If Nominee is a minor
Name	Date of Birth of Nominee
Address	Name of Legal Guardian
Relationship with Distributor	Address of Legal Guardian
	Signature of Legal Guardian

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

Account No.	Type	<input type="checkbox"/> Savings	<input type="checkbox"/> Current	<input type="checkbox"/> Others _____
Bank	Branch			City
Preferred Mode of receipt of brokerage :				
<input type="checkbox"/> By Cheque (couriered to the address mentioned above) <input type="checkbox"/> Direct credit to my/our Account as given above.* (Refer to Clause 23)				
* As and when the facility is introduced.				

MODE OF DISTRIBUTION

Online Offline Both

ARE YOU ALREADY REGISTERED FOR CAMS MAILBACK SERVICE?

Yes No

FUNDS MOBILISED

Mutual Funds	Other Instruments
Cumulative to date (Rs.)	
Last one year (Rs.)	

AMFI CERTIFICATION DETAILS (Please attach a copy of the ARN Card / AMFI Certificate)

Registration No. ARN-	Passed on	Valid upto
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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	Signature of Applicant / Authorised Signatory
Date	

FOR OFFICE USE ONLY

Application received on	ISC	Agent's Code No.
Date of Appointment	Remarks	
Authorised by		

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 PPFAS Asset Management Private Ltd (PPFAS AMC) and the distributor and the distributor agree to be legally bound by the same.
2. (a) A Distributor shall carry out such directions and instructions as may, from time to time, be issued by PPFAS AMC or persons duly authorized by the PPFAS AMC, for the purpose of fully and effectively carrying out his/her/its activities as Distributor and complying with the terms and conditions of Distributorship.
(b) The Distributor represents and warrants to PPFAS AMC that he/she/ it is competent to provide services to PPFAS AMC as per the terms and conditions of the empanelment, SEBI and AMFI Regulations, Circulars and Rules and that he/she/it has obtained all legal and regulatory approvals, if any, required in relation thereto.
(c) The Distributor confirms that there is no past and shall be no future violations of anti-corruption/bribery laws related to empanelment of Distributor.
(d) The Distributor undertakes that it authorises the PPFAS AMC to disclose its identification documentation and information (including Ownership Information) to any Affiliate for Anti Money Laundering (AML) or any other commercial purpose. The Distributor acknowledges and agrees that any data supplied to the PPFAS AMC during the term of this Agreement may be disclosed by PPFAS AMC when required by any law or regulation or an agreement between PPFAS AMC and any government entity or supervisory authority or such action is motivated by a legitimate reason.
3. A Distributor/ persons working for and on behalf of the Non-Individual Distributor shall at all times conduct himself/herself/themselves with propriety and decorum and in a manner, which is not prejudicial to the interest and image of the PPFAS AMC, if the PPFAS AMC has reasons to feel dissatisfied with the conduct of the Distributor, his/her/their Distributorship shall be discontinued at the sole discretion and decision of PPFAS AMC.
4. (a) The Non-Individual Distributor is authorized to canvass business at the all India level through its sub-agents/branches as may be declared by the Non-Individual Distributor from time to time in writing to PPFAS AMC subject to acceptance of the same by PPFAS AMC.
(b) If the Non-Individual Distributor fails to achieve the common minimum criteria fixed by AMFI / or as per SEBI guidelines, its Distributorship is liable to be discontinued.
5. A Distributor (both individual and non-individual) shall provide all the information or statistics concerning his/her/their business with respect to other AMC's schemes on demand by PPFAS AMC.
6. The Distributor shall provide self-certification in the prescribed format certifying compliance with the provisions of the extant SEBI Mutual Fund/AMFI 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.**

7. A Distributor is not authorized to receive cash on behalf of the AMC and issue any receipt thereof. He/she shall advise the applicants to lodge their applications together with the relative amounts with a branch of the bank/ collection center functioning as an authorized agent of the AMC for receipt of application and instrument and to issue official receipt thereof. Alternatively, the applications may be lodged at any office of the AMC and receipt obtained thereof.

The non-individual Distributor should not issue receipt for applications unless specifically authorized by PPFAS AMC.

8. A Distributor will be eligible for brokerage/commission, due and payable, on the business canvassed by him/her (except as may be prohibited by SEBI/AMFI from time to time including on their own investment) under each Scheme/Plan at the rate/s prescribed by PPFAS AMC (herein referred to as "PPFAS AMC" or "AMC") at the commencement of the Distributorship or as may be informed from time to time in writing and the Distributor shall be bound by such changes. The brokerage/commission shall be all inclusive (i.e. on gross basis) subject to deduction of all prevalent taxes (including deduction of tax at source under the Income Tax Act 1961 and Rules made thereunder), levies, duties, cess etc. and shall also be subject to deduction of service tax, education cess and secondary & higher education cess, if any"

The Non-Individual Distributor is authorized to canvass the sales through its sub-agents, if any. However, only the Non-Individual Distributor will be paid commission on the entire business canvassed by it including that through its sub-agents at the rate(s) prescribed by PPFAS AMC. PPFAS AMC will not entertain claims of any sub agent for payment of commission in respect of the business canvassed by him/her/it on behalf of his/her/its principal Non-Individual Distributor.

9. (a) The Distributor should use the prescribed application form for the Distributors and should affix his/her name and ARN, EUIN no. in the space provided for in the application form. No commission shall be payable by the AMC to the Distributor if the prescribed application form is not used or the ARN, EUIN is not affixed.

Persons working on behalf of the Non-Individual Distributor as sub-agents should affix his/her name and sub-agent code, EUIN no. and ARN of principal non-individual Distributor also in the space provided for in the application form. No commission shall be payable by the AMC to the Distributor if the prescribed application form is not used or the ARN, Sub-agent code, EUIN is not affixed.

(b) A Distributor or a sub agent of Non-Individual Distributor is expected to ensure that the application forms filled up by his/her/their clients are complete in every respect.

(c) A Distributor who wrongly receives any sum of money from the AMC which is not due or payable to him/her by the AMC shall refund such amount to the AMC forthwith or on receipt of intimation to that effect from the AMC.

(d) The Distributor agrees that the AMC shall be entitled to recover or adjust all such amounts as are wrongly paid to the Distributor from and out of any commission or any other sum payable by the AMC to the Distributor.

10. A Distributor (both individual and non-individual) will not be entitled to any payment beyond the commission referred to above for work done by him/her/them in connection with the distributorship.

11. A Distributor shall protect and keep harmless and indemnify PPFAS AMC, PPFAS Trustee Company Private Limited and PPFAS Mutual Fund against and in respect of any losses, claims,

costs, charges, expenses etc. ,which PPFAS AMC, PPFAS Trustee Company Private Limited and PPFAS Mutual Fund may have to incur/ suffer as a result of the acts of omission, commission , negligence, fraud by whatever name it is called and breach of the terms and conditions of the empanelment of distributor by the distributor, its personnel or any person canvassing the business on behalf of the distributor.

12. 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.
13. 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 PPFAS Mutual Fund/ AMC in any sales or marketing publication or advertisement, or in any other manner without prior written consent of the AMC.
14.
 - 1) The appointment of the Distributor shall continue to remain in full force and effect unless terminated by PPFAS AMC, in accordance with the terms and conditions of the empanelment.
 - 2) The empanelment of an Individual or Non-Individual Distributor shall be liable to be terminated by the AMC forthwith:
 - (a) If he/she is found to be a minor.
 - (b) If he/she or the Principal Person(s) in-charge of the non-individual Distributor or Person(s) in-charge of the day-to-day affairs of the Non-Individual Distributor is adjudicated insolvent.
 - (c) If he/she is found to be of unsound mind by a court of competent jurisdiction
 - (d) If he/she or the Principal Person(s) in-charge of the non-individual Distributor or Person(s) in-charge of the day-to-day affairs of the Non-Individual Distributor is or has been within five years immediately preceding his/her/its appointment convicted by a criminal court for an offence involving moral turpitude.
 - (e) The Non-Individual Distributor and/or its sub agent is prosecuted under any enactment for infraction of any law which in the opinion of PPFAS AMC (which is final and binding) will adversely affect its interest and image.
 - (f) The Non-Individual Distributor has voluntarily or involuntarily become the subject of proceedings under bankruptcy or insolvency law or liquidation or winding up.
 - (g) If in the course of any judicial proceeding it is found that he/she or the Principal Person(s) in-charge of the Non-Individual Distributor or Person(s) in-charge of the day-to-day affairs of the Non-Individual Distributor has knowingly participated in, or connived at, any fraud dishonesty or misrepresentation against the AMC or any unit holder.
 - (h) If he/she or representative of Non-Individual Distributor is found to canvass the sale of units (issued under any scheme or plan) in or around the premises of the office/Financial Centre of the AMC, its agency bank with a view to intercepting or embarrassing to direct sale or act in any other manner prejudicial to the AMC's efforts in promoting sales across the counter.

(i) If the AMC is satisfied that any statement made in the application form for Distributorship was false or misleading or calculated to mislead.

(j) If the sub-agent of NI Distributor committed or suffered from any of the disabilities listed above, which, in the opinion of AMC, cannot be adequately cured by termination of sub-agency by the Non-Individual Distributor and, in the opinion of AMC, the Distributorship of Non-Individual Distributor has to be terminated for safeguarding the interest and image of AMC.

(k) If the AMC is satisfied that Distributor (both Individual and Non-individual)

i. has offered or continues to offer any kind of an incentive to prospective investor or

ii. has appointed sub-distributor(s) for canvassing sale of units or

iii. in any statement, hand bills, circular or any other form of publicity material brought out by him/her/them has

(a) reproduced the logo of the AMC or

(b) reproduced any advertisement whether in full or in part, issued by the AMC without the prior authority of the AMC or

iv. acts in any other manner prejudicial to the interest of the AMC.

3) The provisions in the preceding paragraph shall be without prejudice to the provisions in the next Succeeding paragraph.

15. In addition to what is stated in the preceding paragraphs the AMC shall have right to terminate the Distributorship of a Distributor (both Individual and Non-Individual)

At any time by giving him/her ten days' notice and without assigning any reasons thereof and without any liability to pay any compensation. A Distributor may also terminate Distributorship at any time by giving ten days' notice to the AMC but such termination by the Distributor shall not become effective till the Distributor fully discharges the obligations accrued up to the date of receipt of notice by AMC and the Distributor has returned/surrendered all the materials of AMC and accounted therefore.

16. Any advertisement campaign undertaken by the Distributor for promotion of sale of units of AMC and all other incidental expenses incurred by him/her/it will have to be borne from their own funds. AMC will not be liable to reimburse any such promotional or other expenditure.

17. The AMC offers nomination facility to the Individual / Sole Proprietorship 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. The payment of the said amount by the AMC to the nominee shall fully discharge AMC from all its obligations.

18. Disputes arising out of this arrangement will be subject to the jurisdiction of the courts in Mumbai City only.

19. A Distributor shall not have any claim against the AMC for any loss incurred by him/her/them as not anticipated and arising out of any revision in the rate of commission for business canvassed.

20. Towards better business development, image building and strategy formulation, as also towards regulatory changes, PPFAS AMC reserves the right to add/modify/delete conditions as it deems fit and proper.
21. In addition to all the above if a Distributor is found violating any of the SEBI rules and regulations for intermediaries which are framed or amended by SEBI from time to time and also any of the AMFI guidelines and norms for intermediaries (AGNI) including code of conduct and any rules and regulations that may be framed or amended by AMFI from time to time and his/her/its registration is cancelled by AMFI, his/her/its Distributorship will liable for termination.
22. All the above clause unless specified specifically shall be applicable and binding to all the Distributor i.e. Individual/Non-Individual both.
23. The first business year for a Distributor will commence from the date of his/her/their empanelment and end on the succeeding 31st of March. Every subsequent business year will commence from the 1st of April and end on 31st of March (or earlier date in case the Distributorship is discontinued/terminated).

I/We have read the above-mentioned terms and conditions of Distributorship and accept the same consciously and with free will.

Place:

Date:

Signature

Full Name of the Applicant/Authorized signatory: _____

Witness:

Signature : _____ Date: _____

Name : _____

Designation : _____

Address: _____

(To be on letter head of Distributor)

Date:

PPFAS Asset Management Private Limited,

Re: ARN _____, the Terms & Conditions for Distributorship dated _____.

Dear Sir,

This is with reference to my/our application dated _____ and the terms and conditions agreed by me for empanelment of Distributor for canvassing sale of units of PPFAS Mutual Fund. While carrying out my obligations as empanelled Distributor of PPFAS Mutual Fund, I /We hereby solemnly affirm and declare as under:

1. I/We will always consider investor's interest as paramount and take necessary steps to ensure that the investor's interest is protected in all circumstances.
2. I/We will always adhere to SEBI Mutual Fund Regulations and guidelines issued from time to time related to distributors, selling, distribution and advertising practices. Be fully conversant with the key provisions of the Scheme Information Document (SID), Statement of Additional Information (SAI) and Key Information Memorandum (KIM) as well as the operational requirements of various schemes.
3. I/We will always comply with SEBI guidelines / requirements issued from time to time in preparation of sales, promotional or any other literature about any schemes. Performance disclosures should also comply with the requirements specified by SEBI. Provide full and latest information of schemes to investors in the form of SAI, SID, addenda, performance reports, fact sheets, portfolio disclosures and brochures; and recommend schemes appropriate for the investor's risk profile and needs.
4. I/We will always highlight risk factors of each scheme, desist from misrepresentation and exaggeration and urge investors to go through SAI / SID/ KIM before deciding to make investments.
5. I/We will always disclose to the investors all material information including all the commissions (in the form of trail or any other mode) received for the different competing schemes of various Mutual Funds from amongst which the scheme is being recommended to the investors.
6. I/We will always abstain from indicating or assuring returns in any type of scheme, unless the SID is explicit in this regard.
7. I/We will always maintain necessary infrastructure to support the PPFAS AMCs in maintaining high service standards to investors and ensure that critical operations such as forwarding forms and cheques to PPFAS AMC/its Registrars 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. I/We will never collude with investors in faulty business practices such as bouncing of cheques, wrong claiming of dividend/redemption cheques, splitting of applications in the schemes to circumvent regulations for any benefit, etc.
9. I /We will never undertake commission driven malpractices such as:

- a. recommending inappropriate products solely because the intermediary is getting higher commissions therefrom.
 - b. encouraging over transacting and churning of Mutual Fund investments to earn higher commissions.
 - c. Splitting of applications to earn higher transaction charges / commissions.
10. I/We will always abstain from making negative statements about PPFAS AMC or scheme and ensure that comparisons, if any, are made with similar and comparable products along with complete facts.
 11. I/We will keep investors abreast with the developments relating to the Mutual Fund Industry as also changes in the scheme information and information on PPFAS Mutual Fund / PPFAS AMC like changes in fundamental attributes, changes in controlling interest, loads, liquidity provisions, and other material aspects and deal with the investors appropriately having regard to the up to date information.
 12. I /We will strictly maintain confidentiality of all investor details, deals and transactions.
 13. I /We will keep investor's interest and suitability to their financial needs as paramount and that extra commission or incentive should never form the basis for recommending a scheme to the investor.
 14. I/We will not rebate commission back to investors and abstain from attracting investors through temptation of rebate/gifts etc.
 15. I/We will always protect the investors from potential fraudulent activities. I /We will take reasonable steps to ensure that the investor's address and contact details filled in the PPFAS Mutual Fund application form are investor's own details, and not of any third party.
Where the required information is not available in the application form, I /We shall obtain accurate and updated information from the investor. I/We will abstain from filling wrong / incorrect information or information of my own or of my employees/ officials as the investor's address and contact details in the application form, even if requested by the investor to do so. I/We will abstain from tampering in any way with the application form submitted by the investor, including inserting, deleting or modifying any information in the application form provided by the investor.
 16. I /We along with my sales personnel engaged in sales / marketing shall obtain NISM certification and register with AMFI and obtain an Employee Unique Identification Number (EUIN) from AMFI apart from AMFI Registration Number (ARN). I will ensure that my employees quote the EUIN in the Application Form for investments. The NISM certification and AMFI registration shall be renewed on timely basis.
 17. I/We will always comply with the Know Your Distributor (KYD) norms issued by AMFI.
 18. I/We will always co-operate with and provide support to PPFAS AMC, AMFI, competent regulatory authorities, Due Diligence Agencies (as applicable) in relation to the activities of the intermediary or any regulatory requirement and matters connected thereto.
 19. I/We will provide all documents of my investors in terms of the Anti-Money Laundering / Combating Financing of Terrorism requirements, including KYC documents / Power of Attorney / investor's agreement(s), etc. with Intermediaries as may be required by PPFAS AMC from time to time.
 20. I /We will always be diligent in attesting / certifying investor documents and performing In Person Verification (IPV) of investors for the KYC process in accordance with the guidelines prescribed by AMFI / KYC Registration Agency (KRA) from time to time. I /We further consents that it will ensure that each of its Customers is KYC compliant (KRA or CKYC compliant).
 21. I /We will always adhere to AMFI guidelines and Code of Conduct issued from time to time related to distributors, selling, distribution and advertising practices.
 22. I /We will always intimate PPFAS AMC and AMFI any changes in the intermediary's status, constitution, address, contact details or any other information provided at the time of obtaining AMFI Registration.

23. I/We will always observe high standards of ethics, integrity and fairness in all its dealings with all parties – investors, PPFAS Mutual Fund/ PPFAS AMC, Registrars & Transfer Agents and other intermediaries. I will always render at all times high standards of service, exercise due diligence, and ensure proper care.
24. I/We will always ensure that the criteria specified by SEBI for due diligence exercise are maintained in respect of the “Advisory” services provided by me to the investors.
25. I/We will always refund to PPFAS 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 PPFAS AMC.
26. In respect of purchases (including switch-ins, SIP and STPs) into any fund w.e.f. August 1, 2018, in the event of any switches from Regular Plan (Broker Plan) to Direct Plan, all upfront commissions paid to me shall be liable to complete and / or proportionate claw-back.
27. I/We will not indulge in fraudulent or unfair trade practices of any kind while selling units of Schemes of PPFAS Mutual Fund. Selling of units of schemes of PPFAS Mutual Fund by me directly or indirectly by making false or misleading statement, concealing or omitting material facts of the scheme, concealing the associated risk factors of the schemes or not taking reasonable care to ensure suitability of the scheme to the investor will be construed as fraudulent / unfair trade practice.

I /We, _____ and my/our heirs, administrator, Successors & permitted assigns indemnify and agree to indemnify PPFAS AMC, PPFAS Trustee Company Pvt. Ltd and PPFAS Mutual Fund from all claims, charges, costs and consequences, which may arise due to breach of any of my above declarations including the terms and conditions of the distributorship agreed by me.

This declaration and indemnity shall always be forming integral part and parcel of the terms and conditions agreed by me for canvassing sale of units of PPFAS Mutual Fund. This declaration and indemnity is continuous, irrevocable and made consciously and voluntarily.

Thanking you,

Yours faithfully,

()

ARN

Address

Tel No.

Mobile Number:

CAMS Empanelment Check List								
List of Documents required	IFA (Individual)	Sole Proprietor	HUF	Partnership Firm	Company	Society	Trust	Bank
Copy of the AMFI / NISM Certification *	NA	Y	Y	Y	Y	Y	Y	Y
Copy of ARN Card *	Y	Y	Y	NA	NA	NA	NA	NA
Copy of the PAN Card *	Y	Y	Y	Y	Y	Y	Y	Y
Copy of the Cancelled Cheque * / Original Cancelled Cheque	Y	Y	Y	Y	Y	Y	Y	Y
True Copy of Memorandum & Articles of Association #	NA	NA	NA	NA	Y	NA	NA	NA
True Copy of Authorised Signatory List #	NA	NA	NA	Y	Y	Y	Y	Y
True Copy of Partnership Deed & Resolution #	NA	NA	NA	Y	NA	NA	NA	NA
True Copy of Board Resolution #	NA	NA	NA	NA	Y	NA	NA	NA
True Copy of Trust Deed #	NA	NA	NA	NA	NA	NA	Y	NA
True Copy of Bye laws #	NA	NA	NA	NA	NA	Y	NA	Y
True Copy of Certificate of Incorporation / Registration #	NA	NA	NA	Y	Y	NA	NA	NA

* - Self / Authorised Signatory

- Authorised Signatory

In addition to these, please submit the following:

Know Your Distributor' (KYD) Acknowledgement

[AMFI Self Declaration Letter](#) - The proforma of which is appended herewith [There are four formats. Please choose the format applicable to you and reproduce the same on your letterhead.].In case you have already submitted the same to CAMS, please append a photocopy of the same.]