

Business Partner 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) <input type="checkbox"/> Mr. <input type="checkbox"/> Mrs. <input type="checkbox"/> M/s.											
First Name				Middle Name				Last Name			
AMFI/NISM Certification (Registration No.)						Valid upto					
EUIN		PAN		D		D		M		M	
<input type="checkbox"/> CIN											
GSTIN						SAC					
Address For Correspondence											
City				State				PIN			
Telephone No. 1		STD CODE		Mobile							
Email											
Permanent Address (If different from above)											
City				State				PIN			
Status <input type="checkbox"/> Individual <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partnership Firm <input type="checkbox"/> Bank											
<input type="checkbox"/> HUF <input type="checkbox"/> Company <input type="checkbox"/> Trust <input type="checkbox"/> Others _____											

ADDITIONAL INFORMATION

Date of Birth / Incorporation						Contact Person & Designation (For Non-Individuals)					
D		D		M		M		Y		Y	
Date of Marriage Anniversary						D					
D		D		M		M		Y		Y	

BANK DETAILS

Bank Name											
Account Type		<input type="checkbox"/> Savings				<input type="checkbox"/> Current				<input type="checkbox"/> 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 <input type="checkbox"/> Insurance <input type="checkbox"/> IPOs <input type="checkbox"/> Fixed Deposits <input type="checkbox"/> Bonds <input type="checkbox"/> Mutual Funds <input type="checkbox"/> Equity <input type="checkbox"/> Debt <input type="checkbox"/> 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)						Relationship with Business Partner					
D		D		M		M		Y		Y	
Name of Guardian (if Nominee is minor)											
Address of Nominee/Guardian											
City				State				PIN			

BANK DETAILS FORM

Date: _____

Business Partner Code : _____

Business Partner 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 BP 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,

Business Partner Seal & Signature

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 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 : SBI General Insurance SBI Life Insurance SBI Car Loan
(Please Tick) 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 **Please Tick if applicable:** PRIMEBranch Introducing RM/Channel Manager **Signature of RM / Channel Manager****FOR CORPORATE OFFICE USE**Date Of Empanelment Subbroker/BP Code No allotted Acceptance Letter Sent On Processed By Name

TERMS AND CONDITIONS FOR EMPANELMENT OF BUSINESS PARTNER ("BP")

We hereby declare to act as an empanelled Business Partner (hereinafter referred to as "BP" 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 BP.

TERMS AND CONDITIONS:

1. The statements made/information provided by the BP in the BP 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 BP and its representatives agree that the said terms and conditions are binding on them.
2. The appointment as the BP will be at the sole discretion of SSL and will be subject to confirmation by the SSL in writing. The BP shall commence and shall be effective only from the date mentioned in the appointment letter issued by SSL.
3. The BP 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 BP 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 BP shall be exclusively on "Principal to Principal" basis. In no event, the relationship between SSL and the BP 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 BP shall not issue any receipt for cheques and/or demand drafts received alongwith the application form on behalf of SSL. The BP shall at no point of time receive/accept cash from the investor on behalf of SSL. The BP shall not act or represent to any Individual/Entity that it acts as an Agent and/or Employee of SSL.
7. The BP 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 BP 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 BP.
9. SSL shall furnish to the BP through email, the copies of notices, addendums and all other documents. The BP 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 BP 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 BP 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 BP in connection with its/his rendering of the services as an BP. The BP undertakes that it/he shall not make any kind of claim against SSL with respect to the said brokerage.
11. In case the BP receives any brokerage(s) and/or amounts which is/are not due or payable to the BP, SSL shall be entitled to recover or adjust all such wrongly paid brokerage(s) and/or amounts from the amounts due to the BP.
12. SSL shall directly credit the brokerage payable to the BP 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 BP, in advance, in respect of proposed business generated and solicited by the BP, SSL shall have a right to recover such amount of advance brokerages, as is paid to the BP in respect of any business generated and solicited by the BP.
14. In case of termination of relationship between SSL and the BP, SSL shall not be liable to pay any brokerage(s) on the funds mobilized or generated by the BP after the termination of this relationship.
15. It is agreed that an Individual acting as an BP shall appoint his/her nominee vide the BP Empanelment form and only the said nominee shall be entitled to receive brokerage on business generated by the BP before his/her demise, provided the BP 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 BP. SSL reserves its right to ascertain the identity of the nominee at anytime.
16. The BP shall not transfer its/his rights and benefits to any other party without the prior written consent of SSL.
17. The BP 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 BP 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 BP 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 BP and all the cost, expenses including attorney's fees shall be incurred and borne by the BP only.

19. SSL shall have the right to terminate the appointment of the BP, without any cause, at any time by giving 30 (Thirty) days written notice to the BP. The engagement of BP shall stand automatically terminated, without any notice issued by SSL, in the event if the BP is disqualified to act as a BP (for e.g. disqualified on account of any regulatory actions or violations, failure to meet the basic eligibility to act as an BP, BP does not hold a valid ARN, or withdrawal of necessary authorization(s) of the BP. etc.). Any decision relating to whether an BP is qualified or disqualified shall be solely by SSL and the BP undertakes not to challenge any such decision taken by SSL. Upon any termination, the BP shall forthwith return to SSL all documents, papers and material pertaining to and / or belonging to SSL. Further, the BP 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 BP prior to the said termination.
20. The BP undertakes that the BP, 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 BP.
21. The BP 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 BP herein are the basis of his/its empanelment as an BP 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 BP AND AGREE TO ABIDE BY THE SAME.

Signature of Applicant

ANNEXURE - SEBI'S CODE OF CONDUCT (TO BE COMPLIED BY THE BP 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

SEBI Registration No.: Stock Broker: INZ000200032 | DP Registration No.: IN-DP-314-2017
Research Analyst : INH000000602 | Portfolio Manager: INP000004912 | IRDA : CA0103 | AMFI: ARN-0011



Registered & Corporate Office Address : SBICAP Securities Limited; Marathon Futurex, 12th Floor, A & B -Wing,
Mafatlal 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