

To,
Mahindra Asset Management Company Private Limited
1st Floor, Sadhana House, Behind Mahindra Towers
570, P. B. Marg, Worli, Mumbai- 400 018.
Tel. : +91-22-66327900
Fax : +91-22-66327932
E-Mail : mfistributors@mahindra.com
website : www.mahindramutualfund.com

Affix Photo
(Individuals Only)

MAMC GST Number:

(ALL FIELDS ARE MANDATORY)

1. Organisation/Individual Details

Name of The Organisation/Individual : Mr. Ms. M/s. _____

ARN Code : ARN Validity Date :

Permanent Account Number (PAN) :

Goods and Services Tax Number (GST):

Address for Correspondence : _____

City : _____ State : _____

Pincode : Country : _____

Telephone : Mobile :

Email : _____

Status (Please tick) : Individual Sole Proprietorship Partnership Firm Pvt. Ltd. Co.
 Public Ltd. Co. Bank Others (please specify) _____

2. Additional Information :

For Individual : Date of Birth Wedding Anniversary

Educational Information : _____

For Corporate : Date of Incorporation Website : _____

Sr. No.	Name of Key Person	Designation	Contact No.	Email ID
1				
2				

3. Bank Account Details (For Brokerage Payouts) :

Bank Name : _____

Address : _____

City : _____ Pincode : State : _____ Branch : _____

A/c Type : Savings Current Others (please specify) _____

Banking A/c No. :

IFSC Code (11 digits) : MICR No. :

Note: Please provide the complete Core Banking Solution (CBS) account number and 11 digit alpha numeric IFSC code. Also attach copy of the cancelled cheque for the above mentioned A/c number, to issue the payout through NEFT/RTGS.

4. Business Details

No. of Branches No. of Sales Employees No. of Clients No. of Sub-Brokers Total MF AUM (Funds Mobilised)

Experience in Selling : Mutual Fund Insurance IPOs Fixed Deposits Bonds Others (please specify) _____
(No of Years)

5. Nomination Details for Brokerage / Commission (Incense of Individual Distributor Only)

I hereby nominate the person named below to receive the amounts of brokerage to my credit in the event of my death.

Name of Nominee : _____

Date of Birth (If Minor) :

D	D	M	M	Y	Y	Y	Y
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 Relationship : _____

Guardian's Name (In Case of Minor) : _____

Address of Nominee/Guardian : _____

Specimen Signature of Nominee/Guardian	Signature of Distributor
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6. Are you or any of your associates/subsidiaries involved in any regulatory/statutory levies, fines, penalties and legal suits, customer compensation? Yes No. If Yes, please provide full details on a separate sheet.

7. Declaration

I / We hereby declare that the information furnished is true and correct to the best of my knowledge and belief. I / We undertake to abide by the terms and conditions of empanelment stated overleaf, as amended from time to time. I / We, am / are not an employee of Mahindra Asset Management Company Private Limited ("the AMC") or a relative of a Director / Employee of the AMC / Sponsor or any of its associates.

Place : _____ Signature : _____

Date :

D	D	M	M	Y	Y	Y	Y
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 (Along with the Company / Entity stamp in case of non-individual distributors)

8. Documents to be submitted along with the Distributor Empanelment Form

Documents as listed below should be submitted along with the Empanelment Form (As applicable)								
Documents	IFA / HUF	Partnership Firm	Trust	Bank	Company	Proprietary Firm	Overseas Distributor Company	Overseas Distributor Individual
Copy of ARN Card / AMFI Registration Certificate	✓	✓	✓	✓	✓	✓	✓	✓
Pan Card Copy	✓	✓	✓	✓	✓	✓	✓	✓
Cancelled Cheque Copy	✓	✓	✓	✓	✓	✓	✓	✓
KYD Acknowledgement	✓	✓	✓	✓	✓	✓	NA	NA
Resolution* / Declaration (in case of HUF)*	NA	✓	✓	✓	✓	NA	✓	NA
Authorised Signatory List**	NA	✓	✓	✓	✓	NA	✓	NA
Memorandum & Article of Association / Constitution Documents	NA	NA	NA	✓	✓	NA	✓	NA
Trust Deed	NA	NA	✓	NA	NA	NA	NA	NA
Partnership Deed	NA	✓	NA	NA	NA	NA	NA	NA

*Resolution / Declaration (original or photocopy) should mention the distribution of mutual fund products, (If photocopy then attestation should be done by Co. seal with signature along with the attestation from AMC Branch also); Resolution / Declaration should be signed by all the signatories / Karta or company secretary.

**ASL should include all the specimen signatures of the authorised signatories and their mode of operation

All documents should be self attested by Distributor & Original Verified by the AMC

For Office use only

Date of Receipt :

D	D	M	M	Y	Y	Y	Y
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Partner Classification : National Bank Regional IFA Institutional

Partner Category : _____

Recommended By : Name _____

Service Branch _____

Signature _____

Remarks : _____

Approved By : Name _____

Designation _____ Place _____

Signature _____

TERMS AND CONDITIONS

The terms and conditions (“Terms and Conditions”) stated below and as may be amended from time to time are a binding contract between the Distributor and Mahindra Asset Management Company Private Limited (“the AMC”), the asset management company to Mahindra Mutual Fund (“the Fund”) with respect to your appointment as a Distributor of the existing / proposed schemes of Mahindra Mutual Fund and providing services as a Distributor and you agree to be legally bound by the same. Your appointment as a Distributor shall be at the sole discretion of the AMC.

Words and expressions used in the Terms and Conditions but not defined will have the meaning ascribed to them in the Statement of Additional Information of the Fund / Scheme Information Document(s) of the schemes of Fund and/or Securities and Exchange Board of India (Mutual Funds) regulations, 1996 as may be amended from time to time

1. The Distributor shall carry out such directions and instructions as may from time to time, be issued by the AMC in this regard.
2. The relationship between the AMC and the Distributor is that of principal to principal. The Distributor and / or its personnel shall not be entitled to, by act, word, deed or otherwise, make any statement on behalf of AMC / the Fund or in any manner bind the AMC / the Fund except to the limited extent as expressly provided in herein or otherwise in writing. The activities of the Distributor and its personnel shall not be construed to be activities of the AMC / the Fund.
3. This Agreement is a non - exclusive agreement and the AMC may at its sole discretion appoint other Distributor to distribute the Units of the Fund.
4. The Distributor shall ensure that the Distributor, its employees or representatives have and at all times shall continue to hold all valid and subsisting approvals / registrations / certifications as may be required by law to perform its obligations hereunder during the term of appointment and that they have not and shall not violate / breach any of the terms and conditions subject to which such approvals / registrations / certifications have been granted.
5. The Distributor is not authorised to issue any receipt for cheques and demand drafts received along with the application forms on behalf of the AMC. The Distributor shall at no point of time receive cash on behalf of the AMC.
6. The Distributor is eligible for brokerage on the amounts mobilized by him at the rate(s) prescribed by AMC. The rate(s) are subject to revision, from time to time, at the discretion of the AMC and the Distributor shall be bound by such changes. The brokerage payable shall be inclusive of any tax, GST, cost, charges and expenses incurred by the Distributor in connection with the services.
7. In case the Distributor receives any Compensation or any other amount which is not due or payable to the Distributor, the AMC / the Fund shall be entitled to recover the same or adjust all such amounts as are paid wrongly or by mistake to the Distributor.
8. The Distributor shall disclose all the commissions (in the form of trail commission or any other mode) payable to the Distributor for the different competing schemes of various mutual funds from amongst which a scheme is being recommended to the investor. The Distributor shall furnish a certificate to this effect from time to time if requested by the AMC.
9. The Distributor agrees and confirms that:
 - i. the Distributor if provides both the advisory and execution only services shall categorize customer relationships and/or transactions as either “Advisory” (i.e. Distributor represents to offer advice) or “Execution only” (i.e. those not booked as Advisory) and there shall be no third categorization.
 - ii. in cases where the customer relationship/transaction is categorized as “Execution only” and the Distributor has information to believe that the transaction is not appropriate for the customer, a written communication shall be made to the investor informing the customer regarding the unsuitability of the scheme of the mutual fund and such communication shall have to be duly acknowledged and accepted by customer. The AMC shall have the right to request copies of such confirmations and the same shall be furnished by the Distributor promptly.
 - iii. in cases where the customer relationship/transaction is categorized as “Execution Only”, the Distributor shall obtain a confirmation from the customer that the transaction is ‘Execution only’ prior to execution of the transaction.
 - iv. in cases where the customer relationship/transaction is categorized as “Execution only”, the Distributor shall not collect any fees from the customer and the Distributor shall be entitled only to the transaction charge(s) paid by the AMC to the Distributor in accordance with SEBI regulations
10. The Distributor hereby confirms that, while selling/distributing schemes of mutual funds launched by the group companies/affiliates/associates of the Distributor, the Distributor shall make adequate disclosure to the customer regarding conflict of interest arising from selling/distributing such schemes.
11. The Distributor confirms that a sub-Distributor appointed by the Distributor, if any, shall have all the necessary qualifications, necessary approvals or valid licenses required to act in such capacity and the Distributor will be responsible for the acts and omissions of the sub-Distributors (including compliance with the applicable rules and regulations and confidentiality provisions stated above) and that the AMC/Trustees/Fund shall not be liable for any act or omission of the sub-Distributors. The AMC will not be responsible for payment of any compensation or brokerage to sub-Distributors and any payment to such sub-Distributors shall be the sole responsibility and liability of the Distributor. Further, The Distributor shall not undertake any obligation or incur any liability on behalf of the AMC/Fund.
12. 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 terms, covenants and conditions or other provisions hereof, or SID(s) or any actions or omissions thereunder, by the Distributor (including sub-Distributors), its representatives and employees;
 - b) any failure to comply with all applicable legislation, statutes, ordinances, regulations, administrative rulings or requirements of law, by the Distributor (including sub-Distributors), its representatives and employees;
 - c) the misfeasance, malfeasance or fraudulent acts of the representatives of the Distributor (including sub-Distributors), its representatives and employees; and
 - d) 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.

13. The appointment of the Distributor shall be liable to be terminated by the AMC forthwith:
 - a) If the Distributor 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 the Distributor has knowingly participated in or connived at any fraud, dishonesty or misrepresentation against the AMC or any Unit holder of the Fund;
 - c) If the AMC is satisfied that any statement made in the Distributor Empanelment Form was false or misleading or calculated to mislead;
 - d) If the Distributor acts in any other manner prejudicial to the interest of the AMC / the Fund; and
 - e) If the Distributor does not comply with all applicable legislation, statutes, ordinances, regulations, administrative rulings or requirements of law.
 - f) If he / she fails to comply with the terms and conditions mentioned in this empanelment form.

In the event the appointment is terminated, the Distributor will hand over to the AMC all the data, documents, reports, records and all other information and materials related to the other party within a period of 30 Business Days from the date of termination of appointment. After or before Notice of termination, the Distributor shall not do any act which is detrimental to the Fund, AMC or the scheme(s)

14. The Distributor shall promptly provide on periodic basis such written declaration / confirmations along with supporting documents as required by the AMC to ensure compliance with all applicable laws / rules / regulations / guidelines / SEBI / AMFI circulars.
15. The Distributor (including all its employees, Distributor and representatives) undertakes to maintain strict confidentiality with regard to all matters, documents, reports and information given to the Distributor on confidential basis by the AMC / the Fund.
16. The Distributor shall note that various reports, subscriptions and communications (including regulatory communications such as notice(s) / addendum etc.) will be sent only on the Distributor's registered email id as provided in this empanelment form.
17. Notwithstanding what is stated in the preceding paragraphs, the AMC shall have the right to terminate the agreement / empanelment at any time by giving the Distributor 10 days' notice without assigning any reasons thereof. The Distributor may also terminate the agreement at any time by giving 10 days notice to the AMC.
18. The Distributor shall not have any claim against the AMC/the Fund for any loss incurred by him/her as not anticipated and arising out of any revision in the rate(s) of commission etc. for business canvassed or on account of any changes in the terms and conditions.
19. The Distributor must read and understand the SID, SAI etc. 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 the Fund except those contained in the SID of the respective scheme(s), the Key Information Memorandum containing Application Forms and printed information issued by the AMC as information supplemental to such documents.
20. The Distributor shall note that neither the SID/KIM/SAI ("Scheme Related Documents") nor the units of any schemes of the Fund have been registered in any jurisdiction outside India and the distribution of these Scheme Related Documents in certain jurisdictions may be restricted or subject to registration requirements. Accordingly, the Distributor shall not engage itself in solicitation of business in any jurisdiction in which such offer or solicitation is not lawful or in which the person making such offer or solicitation is not qualified to do so or to anyone to whom it is unlawful to make such offer or solicitation.
21. The Distributor must not indulge in any malpractice or use any unethical means to sell, market or induce any investor to buy Units of the Fund.
22. In case of provisional empanelment of the Distributor (i.e. where the final empanelment is pending on account of any of the mandatory empanelment documentation requirement), the brokerage / commission accrued on the funds mobilised, if any, will only be released to the Distributor post completion of all mandatory formalities with respect to the empanelment.
23. The nominee of the individual Distributor will receive Upfront and/or Trail commission only for those assets which were procured by the deceased Distributor during the validity of his ARN prior to his demise.

The nominee will receive upfront and/or trail commission on SIP investments post demise of the Distributor. In case of any payment made between the period of actual date of demise and date of intimation of demise, the amount paid shall be recovered from the nominee. No new systematic transactions or changes to existing systematic transactions can be registered under the ARN code of the deceased Distributor. The rules are subject to any changes in future and hence will apply prospectively, as existing at the time demise.
24. In case of application by non-individuals, a certified true copy of the relevant Board resolution or authority to make the application as the case may be, along with a certified true copy of the MOA/Partnership deed/ Certification of registration / Authorised Signatories list should be submitted.
25. The Distributor shall use only such SIDs, Key Information Memorandum containing Application Forms and advertising materials provided by AMC and the Distributor shall not design its own advertisement of the scheme(s) of the Fund unless it has obtained prior approval in writing from the AMC.
26. The Distributor shall neither use nor display the logo or mark of the AMC / the Fund (or any logo or mark similar thereto) in any manner whatsoever, without the AMC's prior written approval.
27. The Distributor shall provide such assistance as may be required by the investors / unit holders / the Registrar / the AMC to redress any complaints received therefrom.
28. The empanelment shall stand automatically terminated without any notice from the AMC / Mutual Fund upon disqualification or withdrawal of Regulatory or Government Approval to act in the capacity contemplated herein. Upon any termination, the agent shall forthwith return all documents, papers and material pertaining to AMC / Mutual Fund and / or belonging to AMC / Mutual Fund to the AMC.
29. Appointment of the Distributor is subject to written confirmation by the AMC.
30. In respect of all disputes arising under this empanelment, the courts in Mumbai alone shall have jurisdiction.
31. The Distributor shall comply with the provisions of the Securities and Exchange Board of India (Mutual Funds) Regulations, 1996 and guidelines issued by SEBI/AMFI From time to time pertaining to mutual funds with specific focus on regulations/guidelines on advertisements / sales literature and AMFI's code of conduct for Distributors and shall adhere to it at all times.