



**TATA MUTUAL FUND**  
Mafatlal Centre 9th Floor Nariman Point Mumbai - 400 021  
**APPLICATION FOR EMPANELMENT AS A DISTRIBUTOR**



**1. Applicant's Details**

<input type="checkbox"/> Mr. <input type="checkbox"/> Ms. <input type="checkbox"/> M/s.		PAN				Date of Birth / Incorporation				Affix Recent Passport size Photograph For Individuals	
Name as mentioned on ARN card / certificate											
ARN Code				ARN Validity							
Name of Proprietor / Contact Person											
Address											
								City			
PIN			State				Country				
Type of Address <input type="checkbox"/> Residential <input type="checkbox"/> Business <input type="checkbox"/> Registered Office											
Residence Phone (prefix STD Code)				Office Phone (prefix STD Code)						Extn	
Fax (prefix STD Code)			Mobile 1				Mobile 2				
Email 1											
Email 2											
Website (if any)											
Status <input type="checkbox"/> Individual <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 (Specify) _____											

**2. Bank details**

*Cancelled Cheque Mandatory*

Bank Name					Branch				
Account number					A/C type <input type="checkbox"/> Savings <input type="checkbox"/> Current <input type="checkbox"/> NRO <input type="checkbox"/> NRNR <input type="checkbox"/> NRE				
MICR			IFSC for RTGS			IFSC for NEFT			
Address									
City			PIN				State		

### 3. Nomination Details

I hereby nominate the person name below to receive the amounts of brokerage (including trail brokerage) to my credit in the event of my death.

Nominee Name		
Nominee's relationship with the Distributor		Date of Birth of Nominee   D   D   /   M   M   /   Y   Y   Y   Y
Name of the Guardian in case of minor		Guardian relationship with the Nominee
Address of the Nominee / Guardian		
		City
State	PIN	Country
Signature of Nominee / Guardian		Signature of Distributor

### 4. Additional Details

Client Profile <input type="checkbox"/> HNI <input type="checkbox"/> Retail <input type="checkbox"/> Corporate <input type="checkbox"/> Others _____		No. of Years of Experience
Educational Qualification (if any)		
Certification if any		
Client Servicing Tools / Software used		No. of Staff
Special Awards/ Appreciation, if any, in last 3 years		

### 5. Terms and Conditions

The Terms and Conditions ("Ts & Cs") stated below and as may be amended from time to time of Empanelment as a Distributor of Tata Mutual Fund ("TMF") are a binding between yourself and Tata Asset Management Ltd. ("TAML") (as asset Management Company of TMF) for your appointment as a distributor of TMF to distribute units of the schemes of the TMF. Please read these Terms and Conditions carefully. By signing these Terms and Conditions you acknowledge that you have read, understood and agree to be legally bound by them at all times.

The appointment as the distributor will be at the sole discretion of the AMC and will be subject to written confirmation by Tata Asset Management Ltd.

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/Authorized 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 Authorized Signatories should be submitted.

Any term referred hereunder will have the same meaning as attributed under the Scheme Information Document of the respective scheme(s) launched by TAML on behalf of TMF.

#### I. DISTRIBUTOR'S DECLARATIONS, REPRESENTATIONS AND WARRANTIES AND UNDERTAKINGS

The Distributor declares, represents, warrants and undertakes that:

- The Distributor shall comply with the provisions of Securities and Exchange Board of India ('SEBI') / AMFI Circulars including but not limited to SEBI Circular No. Cir / IMD / DF / 5 / 2010 dated June 24, 2010 with regards to holding of valid certificate issued by AMFI/National Institute of Securities Markets (NISM), SEBI Circular No. SEB/IMD/CIR No. 4/168230/09 dated June 30, 2009 with regard to disclosure of all types of commission payment to them for different competing schemes from various mutual funds. SEBI/IMD/CIR No. 174648/2009 dated August 27, 2009 regarding Code of Conduct, SEBI circular Cir/ IMD/ DF/ 13/2011 dated August 22, 2011 and AMFI circular Cir/IMD/DF/13/2011 dated August 22, 2011 and AMFI circular 79/ARN/03/11-12 dated 13.09.2011 etc. and any amendments made thereof vide any notifications/circulars/guidelines issued in this respect from time to time.
- Distributor shall in particular comply with the provisions of Securities and Exchange Board of India (Mutual Fund) Regulations, 1996 and guidelines/circular issued by SEBI,

AMFI, Bombay Stock Exchange ("BSE"), and Indian Clearing Corporation Limited ("ICCL") from time to time pertaining to mutual funds including regulations / guidelines on advertisements / sales literature, code of conduct and self-certification.

- The Distributor and its employees or representatives who will be involved in the distribution of the units of the scheme of TMF represent and warrant that they are authorized to act as a distributor of Mutual Fund product(s) and have passed the necessary NISM /Association of Mutual Funds in India ('AMFI') Certification Test (Advisor Module) and obtained an Employee Unique Identification Number (EUIIN) from AMFI apart from AMFI Registration Number (ARN). The Distributor shall ensure that the employees quote the EUIIN in the Application Form for investments.
- The distributor shall provide self certification in the prescribed format certifying compliance with the provisions of the extant SEBI/Mutual 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.
- The Distributor and its employees who will be involved in distribution of units of the schemes of TMF must carry out such directions and instructions as may be issued by TAML from time to time and shall, at all times, comply with all the extant applicable laws, rules regulations, guidelines, directions, etc.
- The Distributor shall carefully read and understand the Scheme Information Document ('SID') and the Key Memorandum ('KIM') of the scheme(s) of TMF and Statement of Additional Information ('SAI') and explain to the investors, the investment objectives, features of the schemes and risks associated therein. The Distributor must not make any representation concerning TMF or any scheme of TMF except those contained in the relevant SID, SAI, KIM and / or the marketing material issued by TAML.
- The Distributor shall use only the SID, SAI, KIM and marketing material as is provided to him/her/them by TAML and the Distributor shall not design his/her/their own marketing material in respect of any scheme of TMF unless he/she/they has/ have obtained prior written approval of TAML for the same.
- The Distributor shall neither use nor display the name, logo, mark or any intellectual property of TAML/TMF (or any things identical thereto) in any manner whatsoever, except as permitted by TAML.

9. The Distributor must not use any malpractice and/or unethical means to sell, distribute market, solicit or induce any investor to undertake any transaction pertaining to the units of any scheme of TMF.
  10. The Distributor shall do all acts, deeds and things necessary on behalf of the TMF/ TAML to enhance the investors' confidence and interest in the TMF and ensure that the interests and reputation of the TMF/ TAML are fully protected at all times and shall not undertake any obligation or incur any liability on behalf of the TMF/TAML nor in any way pledge the TMF/TAML's credit.
  11. The distributor agrees he/she/they shall not rebate/pass on the commission/ brokerage to investors and shall not attract/induce investors through temptation of rebate or by offering gifts, benefits which are extraneous to the schemes of TMF.
  12. The Distributor shall not accept / receive cash towards investment in units of any scheme of TMF or otherwise on behalf of TAML and all subscriptions procured by the Distributor shall only be accepted by means of Account Payee cheques, pay orders or demand drafts drawn in favour of the respective scheme name as mentioned in the SID. The Distributor shall not, on behalf of TAML, issue receipt of any application form(s), cheque(s), demand draft(s), etc. received towards subscription or any transaction in the units of any scheme of TMF.
  13. The Distributor shall, at all times, comply with and adhere to the SEBI's code of conduct for Distributors (enclosed herewith as Annexure), including any amendments thereto from time to time.
  14. The Distributor shall comply with the relevant provisions of the Prevention of Money-Laundering Act, 2002 and Know Your Client norms laid down by SEBI and AMFI as applicable and amended from time to time. The onus of conducting/adhering to the KYC norms is on the Distributor and the Distributor shall ensure proper verification of identity of Clients/investors.
  15. The Distributor shall be responsible for providing the foreign inward remittance certificate or the certificate evidencing the subscription by way of debit to the NRE / FCNR account of any non-resident Indian investor, within five days from the receipt of subscription by TMF from such investor.
  16. The Distributor shall not distribute the products of TMF to such investors who are on account of law or for any other reasons prevented from investing in Mutual Fund units in India.
  17. The Distributor shall at all times conduct himself with propriety and decorum and in a manner which is not prejudicial to the interest of TAML/ TMF.
  18. The Distributor shall ensure that the terms and conditions mentioned herein or as amended from time to time are also complied with by the Distributors' employees, Distributor (including sub-Distributor and representatives).
  19. The distributor shall immediately notify the AMC in writing if any of its personnel or any other person engaged by the distributor has committed any act amounting to moral turpitude, financial irregularities or has been arrested by the police or has been relieved from the services/employment of the distributor. Upon receipt of such notice from the distributor, the AMC may suspend further business and payout of the commissions, etc. as it deems fit in the case.
  20. The Distributor shall be solely responsible for resolution of all the investor grievances/ complaints arising due to any acts or omission or gross negligence, misrepresentation, fraud or mistake not directly attributable to TAML and shall also provide complete assistance to TAML for redressal of complaints to them.
  21. TAML shall from time to time publish notices, addendums and may make available to the distributor any other documents as may be related to the schemes of TMF. The Distributor undertakes to:
    - (a) Properly display such documents in its places of business;
    - (b) Provide legible hard copies of such documents to investors/potential investors of TMF.
    - (c) Provide his/her/their email address to TAML and keep TAML informed about the changes thereto.
- III. INDEMNITY**
- The Distributor agree to indemnify and keep TMF/it's Trustees/ TAML its directors, affiliates, promoters, employees, successors in interest and permitted assign harmless from and against all claims, liabilities, costs, charges, damages or assertions of liability of any kind or nature resulting from:
- a. Any act of omission or commission, default, misconduct, negligence, or any other wrongdoing including breach or non-performance of any of the terms/ conditions/ warranties /representation/ covenants by them and their respective employees, agents, sub-distributors, representatives and constituents.
  - b. Any failure to comply with all applicable legislation, statutes, ordinances, regulations administrative rulings or requirements of law.
  - c. The misfeasance, malfeasance, negligence, defaults, misconduct or fraudulent acts of and by the Distributor or its representatives, employees, directors, agents; 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 herein above.
- It is clarified that the benefit of indemnity shall also be extended to cover the Registrars of TMF in their capacity as agents of TMF.
- IV. TERM AND TERMINATION**
1. The appointment of the Distributor shall continue to remain in full effect unless terminated by TAML or the Distributor, in accordance with the provisions contained herein. TAML shall be entitled to terminate the engagement of the Distributor forthwith, if:
    - a. 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. It is found that the Distributor has knowingly participated in or connived in any fraud, dishonesty or misrepresentation against TAMLs/ TMF or any unit holder of TMF.
    - c. Any statement made by the Distributor in the Distributor Empanelment Form is found to be false or misleading or intended to mislead.
    - d. The Distributor conducts or acts in any manner, which is deemed prejudicial to the interest of TAML / TMF;
    - e. The Distributor does not comply with all applicable legislations, statutes, ordinances, regulations, administrative rulings or requirements.
    - f. The Distributor remains inactive in business with TAML for a considerable period of time, as decided by TAML from time to time. TAML also reserves the right to suspend brokerage under such cases.
  2. Further, TAML shall have the right to terminate the appointment of the Distributor, without any cause, at any time by giving a 30 (thirty) days' notice to the distributor.
  3. The engagement of Distributor shall stand automatically terminated, without notice from TAML, upon disqualification or withdrawal of necessary authorization(s) of the Distributor.
  4. Upon any termination, the distributor shall forthwith return to TAML all documents, papers and material pertaining to and / or belonging to TAML / TMF.
- V. MISCELLANEOUS**
1. Nomination
    - a. The nominee of the individual distributor will receive Upfront and Trail commission only for those assets which were procured by the deceased Distributor during the validity of his ARN prior to his demise.
    - b. The nominee will receive upfront and trail commission on SIP investments post demise of 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.
    - c. No new systematic transactions or changes to existing systematic transactions can be registered under the ARN code of the deceased Distributor.
  2. Confidentiality
    - a. Distributor shall keep confidential all information received from TAML/TMF/its Registrars pursuant to this Agreement save and except which may be required to be disclosed under law.
    - b. Distributor shall inform TAML/TMF/its Registrars of receipt of any such communication/notice/intimation to enable AMC to take appropriate action, if required.
    - c. The Distributor shall not in any way pledge or have any lien or charge on the properties of the TAML, TMF, the trustee company of TMF or any investor, that are in its possession, towards the fees payable to the Distributor for the services rendered herein by him/her/their.
- VI. LAW AND JURISDICTION**
- The provisions of this Agreement shall be governed by and construed in accordance with Indian law and the Civil Courts in Mumbai shall alone have exclusive jurisdiction in respect of any matter, claim or dispute arising out of or in any way relating to the terms and conditions.

## 6. Declaration

I/We hereby declare that the information furnished in true and correct to the best of my/our knowledge and behalf. I/We undertake to abide by the terms and conditions stated above and the changes the Terms and Conditions from time to time relating to the empanelment of distributor. I/We am / are no an Employee or a relative of a Director / Employee of Tata Asset Management Limited / or any of its associates.	
Place:	Signature of Applicant
Date : <input style="width: 100px;" type="text" value="DD/MM/YYYY"/>	

## 7. Documents to 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 AMFI Certificate	NA	✓	✓	✓	✓	✓	✓	NA
Copy of ARN Card	✓	NA	NA	NA	NA	NA	NA	✓
Pan Card Copy	✓	✓	✓	✓	✓	✓	✓	✓
Cancelled Cheque Copy	✓	✓	✓	✓	✓	✓	✓	✓
KYD	✓	✓	✓	✓	✓	✓	NA	NA
Resolution*	NA	✓	✓	✓	✓	NA	✓	NA
Authorised Signatory List**	NA	✓	✓	✓	✓	NA	✓	NA
Memorandum & Article of Association	NA	NA	NA	✓	✓	NA	✓	NA
Trust Deed	NA	NA	✓	NA	NA	NA	NA	NA
Partnership Deed	NA	✓	NA	NA	NA	NA	NA	NA

\*Resolution (original or photocopy) should mention the distribution of mutual fund products, (If photocopy then attestation should be done by Co. seal with signature and AMC Branch also) resolution should be signed by all the signatories or company secretary.

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

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

## 8. Due Diligence Certification

*For Office Use Only*

I / We have interacted with the applicant/ checked and verified the credentials of the applicant and confirm that the due diligence is done in respect of verifying the details mentioned in the application form as given above.

Remark / Comment:

Empanelment Approval

Approved   Rejected

Relationship Manager (R.M.) assigned  R.M. EMP Code

Nearest RTA Locations

Segment:  Individual Financial Advisor  Private Client Group  National Distributor  Banking  
 Regional Distributor  PSU Bank  NRI Distributor  Institutional

Branch Seal

Signature of Branch Manager

Name of Branch Manager (B.M.)

B.M. Emp Code