

Distributor Empanelment Form



*Name for Empanelment (Individual / Non-Individual)

Contact Person

*Address for Communication

City _____ State _____ Pin Code

Tel. _____ Fax _____ Mobile _____

*E-mail _____

Enterprise Details

No. of Offices _____ No. of Employees _____

Please mention the name of the cities you operate in _____

*KYC Acknowledgement Date (please attach a KYD acknowledgment letter)

Name of Mutual Funds currently marketed by you:

1. _____ 4. _____

2. _____ 5. _____

3. _____ 6. _____

*Your current AUM (Equity & Balanced) : _____ Debt _____

ARN No. _____

*KEY EMPLOYEES DETAIL WITH E-mail ID

Sr. No.	Name	Designation	E-mail ID	Contact Number Mobile/Land Line
1.				
2.				
3.				

Gross Mobilisation done in the last 6 months: (In ₹ Cr) _____

No. of Investor _____

CORPORATE _____ RETAIL _____

* Bank Details - Please attach a cancelled cheque (Mandatory)

Name of the Bank _____

Branch _____ Account No. _____

City _____ Pin Code

State _____

Account Type : (Please ✓)

Current Savings Others : _____ MICR Code _____ IFS Code : _____

*Permanent Account Number (PAN) : _____

NOMINATION DETAILS FOR BROKERAGE COMMISSION

If Nominee is a minor

(For individuals and sole proprietorships)

Name _____ Date of Birth of Nominee _____

Address _____ Name of Legal Guardian _____

Address of
Legal Guardian _____Relationship
with Distributor _____ Signature of
Legal Guardian _____**Declaration:**

1. We hereby declare that the information furnished is true and correct to the best of my knowledge.
2. We shall abide by the terms and conditions mentioned overleaf and agree to comply with the same.

I/We hereby give you my/our consent to share/provide the relevant details with Stock Exchange(s) with whom LTMF/LTIM has made arrangements to facilitate my/our empanelment on the said exchange platform(s).

***Signature :** _____

(If on behalf of the company, the seal of the company must be affixed)

Mandatory items*CHECK - LIST****Individual empanelment (Individual/HUF)
(self attested copies)**

- | | | | | | |
|--|--------------------------|--|--------------------------|------------------------------|--------------------------|
| 1. Empanelment Form | <input type="checkbox"/> | 2. ARN Card | <input type="checkbox"/> | 3. PAN Card | <input type="checkbox"/> |
| 4. Cancelled cheque copy as per bank mandate | <input type="checkbox"/> | 5. Details of E-mail ids & contact details including Mobile number of key personal mentioned | <input type="checkbox"/> | 6. KYD acknowledgment letter | <input type="checkbox"/> |

**Non-individual empanelment (Pvt. Ltd./Company Ltd./Proprietary/Partnership)
(signed/attested copies)**

1. Empanelment Form
2. Certificate of Registration issued by AMFI in the name of agency desiring empanelment (**ARN No.**)
3. Memorandum of Association/Articles of Association/ Partnership Deed (which ever applicable)
4. PAN Card
5. Board Resolution
6. list of authorized signatories
7. Cancelled cheque copy as per bank mandate
8. Details of E-mail ids & contact details including Mobile number of key personal mentioned
9. KYD acknowledgment letter

*** For Official Use Only**

Originator Name & Signature _____

Branch _____

Signature of Branch Head (if applicable) _____

Signature of Regional Head _____

L&T Investment Management Ltd.

6th Floor, Brindavan, Plot No. 177, CST Road Kalina, Santacruz East, Mumbai 400 098

Tel.: 1800 419 9800 or 30309800

Email: partner.line@Intmf.co.in

TERMS AND CONDITIONS FOR EMPANELMENT

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 I & T Investment Management Limited ("the AMC"), the asset management company to I & T Mutual Fund ("the Fund") with respect to your appointment as a distributor of the schemes of I & T 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.

I. DISTRIBUTORS DECLARATIONS REPRESENTATIONS & UNDERTAKINGS

The Distributor declares, represents that:

- a. the Distributor has obtained all necessary approvals, registrations and certifications required from relevant authorities for the purposes of providing the services as a Distributor and shall ensure that such approvals, registrations and certifications will remain in force. The Distributor further declares and represents that the Distributor has not violated any of the conditions subject to which such approvals, registrations and certifications have been granted to the Distributor and that no disciplinary or other proceedings have been commenced or indicated or threatened by the Securities and Exchange Board of India ("SEBI") or any other competent authority against the Distributor and that the Distributor is not debarred /suspended from carrying on its normal activities. The Distributor will comply with all applicable laws, regulations and guidelines which govern the Distributor from time to time.
- b. the Distributor shall in particular comply with the provisions of SEBI (Mutual Funds) regulations, 1996 ("SEBI regulations") and guidelines issued by SEBI and/or Association of Mutual Funds in India ("AMFI") from time to time pertaining to mutual funds with specific focus on regulations/guidelines on advertisements / sales literature/marketing materials, code of conduct, transaction charges and self-certification.
- c. the Distributor shall not indulge in any kind of mis-selling or malpractice or unethical practice while marketing and distributing Units like splitting of an application of an investor in order to enhance the amount of transaction charge(s) received by the Distributor from the AMC under the SEBI regulations.
- d. the Distributor shall not use or design any advertising or sales material other than sales material released by the AMC relating to the Fund unless approved in writing by the AMC in advance.
- e. the Distributor shall disclose various addenda/notices/other documents related to the schemes of the Fund at its offices/websites.
- f. 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.
- g. the Distributor shall comply with instructions and procedures as mutually agreed between the Distributor and the AMC and/or the registrar from time to time and shall also issue its own internal instructions to its employees, agents, servants and representatives selling the units of the schemes of the Fund through the Distributor, on similar lines.
- h. the Distributor hereby certifies that all its employees, agents, servants and representatives engaged in sales and marketing of the Units of the schemes of the Fund are registered with Association of Mutual Funds in India (AMFI) and have passed the necessary certification examination as specified under the SEBI regulations and/or by SEBI and/or by AMFI.
- i. the Distributor shall provide such assistance as may be required by investors/registrar/the AMC to redress investor complaints and other issues relating to the distribution of Units by the Distributor, including co-ordination with the authorised collecting branches of the Distributor and the registrar, within three days of receipt by the Distributor of any such complaint or particulars of any issue.
- j. the Distributor undertakes that, except as specifically advised by the AMC in writing or as described in the Scheme Information Document of the schemes of the Fund, no action has been or will be taken in any jurisdiction by the Distributor independently of the AMC that will permit a public offering of Units or possession or distribution of the Scheme Information Document of the schemes of the Fund in any jurisdiction outside of India.
- k. during the course of marketing and procuring subscriptions for the schemes, the Distributor shall not make or give any representation, statement or warranty or print or publish any information which is incorrect, incomplete or misleading (whether by reason of any omission to state a material fact or for any other reason) or which may be in any manner harmful to or against the interests of the AMC or which may result in a contravention of the provisions of the Securities and Exchange Board of India (Mutual Fund) regulations, 1996 or of any other applicable laws, rules, regulations or guidelines from time to time in force.
- l. the Distributor represents and warrants that all statements made and information which has been and/or which may hereafter be given by the Distributor to the AMC for or in connection with the Distributor's appointment and services as a distributor is and shall be correct and complete and is not and shall not be misleading (whether by reason of omission to state a material factor for any other reason).
- m. the Distributor shall comply with all the statutory and other applicable requirements relating to anti money laundering and/or Know Your Client / Know Your Distributor guidelines issued and amended from time to time by any of the regulatory bodies in India. In addition to the aforesaid, the AMC may require the Distributor to follow additional KYC guidelines specified by it. In the event of non compliance with the aforesaid regulatory requirements/guidelines and/or AMC guidelines, the AMC reserves the right to reduce from the brokerage/commission payable to the Distributor a reasonable amount which is incurred by the AMC for obtaining satisfactory evidence of the identity of the person who invest in the Fund through the Distributor.
- n. the Distributor shall upon a reasonable notice from the AMC/the Fund/ I & T Mutual Fund Trustee Limited, the trustees to the Fund ("Trustees") provide all such information, reports or documents obtained/maintained by it (including by its employees, agents, servants and representatives) in respect of the services provided in accordance with the Terms and Conditions, if required, under any applicable law/by any of the regulators.
- o. the Distributor undertakes that all employees, agents and representatives of the Distributor shall at all times maintain strict confidentiality with regard to all matters and documentation and information relating to the AMC/Fund, any schemes and issues raised by the AMC/Fund/Trustees from time to time and shall not divulge or allow or cause to be divulged any confidential or proprietary information or know how which it has received from the AMC/Fund/Trustees or which comes into its hands or into the hands of any of its employees, agents and representatives.
- p. the Distributor agrees that this relationship is expressly established subject to the AMC/Fund/Trustees being allowed to appoint other distributors to sell the Units of scheme(s) or to sell Units of scheme(s) directly to investors.
- q. The Distributor declares if it provides any advisory services as specified in the SEBI regulations or the SEBI (Investment Advisers) regulations, 2013, the Distributor shall comply with all the requirements specified in the aforesaid guidelines or as may be specified by any regulatory authority or AMFI from time to time.
- r. 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.
- s. 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.
- t. 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.
- u. 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.
- v. The Distributor shall comply with the following terms and conditions in case the Distributor proposes to gain access to the online platform for distributors set up by the AMC/I & T Group ("the website"):
 - i. the website is being made available to the Distributor to have access to certain information including information pertaining to the schemes of the Fund, Distributors' client's transaction details and/or account statement(s) either directly or through mail back or through any mode as may be decided by the AMC and other tools and utilities provided by the AMC from time to time. Subject to these terms and conditions, the AMC grants the Distributor a non-transferable and non-exclusive licence to use the website for the bona fide purposes of the Distributor's business. This licence may be terminated or amended by the AMC at any time.
 - ii. the Distributor shall only access, download and/or use the contents of the website in connection with his/its appointment as a distributor of the Fund and not for any other purpose whatsoever, whether commercial or personal.

- iii. the intellectual property in all material provided on the Website is held by the AMC unless otherwise stated. Except as expressly permitted herein or on the Website, none of the material provided on the Website may be copied, reproduced, distributed, republished, downloaded, displayed, posted, transferred or transmitted in any form or by any means, including, but not limited to, electronic, mechanical, photocopying, recording, or otherwise, without the prior written permission of the AMC. Further, the Distributor or its employees shall not transfer, reverse engineer, decompile, disassemble, modify or create derivative works based on the materials provided on the Website except as permitted herein or by law.
- iv. the copyright, trademarks, database rights, patents and all similar rights in and relating to the Website and the information contained in it are owned by the L&T Group/the AMC, its licensors or relevant third party content providers. Nothing on the Website should be construed as granting, by implication, estoppel, or otherwise, any license or right to use any trademark displayed on the Website without the written permission of the AMC or its relevant affiliate.
- v. The Distributor shall be able to gain access to the secured contents on the Website only through a User ID and password which shall be issued by the AMC. The AMC is entitled to disable the password at any time.
- vi. The Distributor or its employee(s) shall not disclose the password to any other person and shall report any misuse of it to the AMC immediately.
- vii. If the Distributor or its employee(s) allows any third party to gain or becomes aware that any third party has otherwise gained access to the contents of the Website through his User ID and password, the Distributor will defend and indemnify the AMC, the Fund and the Trustees against any liability, claims, costs, expenses, losses, damages or penalties (including without limitation, reasonable attorneys fees and costs of appeal) arising out of claims or suits based upon, relating to or arising in connection with such access and/or use.
- viii. The Distributor hereby undertakes that:
 - it shall ensure that all employee(s)/sub broker(s) who are authorised to access and use the Website in terms hereof shall be notified of the terms and conditions set out herein;
 - the AMC may issue an User ID and password to its sub-brokers subject to necessary information being provided to the AMC needed for generation of an User ID and password;
 - it has obtained consent from its clients to have access to their account statement(s) and other data; and
 - it shall and shall cause its employees to hold all materials provided on the Website confidential and not disclose the same to any person directly or indirectly whether during the term of the distribution agreement or thereafter.
- ix. In case a holder of units of the Fund deals through multiple distributors (including the Distributor) in a single folio, the Distributor shall not be able to view the account statement of such a holder but the Distributor shall be entitled to receive the details of transactions routed through it.
- x. The Distributor shall not misuse any of the information, data, etc available to him through the Website.
- xi. The Distributor shall be solely responsible for the acts or omissions that might occur within the Website through the use of the User ID and password allotted to him.
- xii. The data and information provided on the Website does not constitute advice and should not be relied upon while taking investment decisions.
- xiii. Whilst every reasonable precaution has been taken to ensure the accuracy, security and confidentiality of data and information available through the website, the AMC, the Fund or the Trustees cannot be held responsible for any consequence of any action carried out by any user (authorised or unauthorised).
- xiv. The AMC may suspend or withdraw the Website at any time, and the Distributor acknowledges that the Website is also subject to interruption for reasons beyond the AMC's control. The AMC makes no warranty that its ability to provide the Website will be interrupted. The AMC, the Fund or the Trustees shall not be liable for any loss or damage or other consequences arising from any such suspension, withdrawal or interruption or otherwise arising from the use or inability to use the Website and its contents.
- xv. The Distributor shall indemnify, defend and hold harmless the AMC, the Fund and the Trustees against any liability, claims, costs, expenses, losses, damages or penalties (including without limitation, reasonable attorneys fees and costs of appeal) arising out of its or its employees' breach of the terms and conditions set out herein or acts or omissions resulting from the use of the Website and/or its access.

II. FEES AND CHARGES OF THE DISTRIBUTOR

The AMC shall pay to the Distributor fees for the services provided and shall from time to time communicate the brokerage structure (fees) to the Distributor. The Distributor acknowledges that the AMC shall be entitled to revise brokerage rates previously declared. All payments to the Distributor shall be subject to the relevant provisions of the Income Tax Act, 1961 and other applicable laws. In case the Distributor receives any fee which is not due or payable to the Distributor, the Fund/ AMC shall be entitled to recover or adjust all such amounts as are wrongly paid to the Distributor. The AMC shall have the right to suspend the brokerage payable to the Distributor if so directed by SEBI and /or AMFI or if there is a breach of these Terms and Conditions by the Distributor.

III. INDEMNITY

The Distributor shall indemnify and hold harmless the Fund, Trustees and the AMC against any losses, costs or claims which they might incur/suffer as a result of (i) any unauthorized, misleading, false or inaccurate information, documentation, literature or representation relating to the Fund or the AMC which is made, issued or given by the Distributor (unless the information, documentation and/or literature has been provided or otherwise approved by the AMC) (ii) the negligence or willful misconduct of the Distributor, or their employees, agents, representatives, affiliates, managers or advisors; (iii) breach of any of the terms, conditions, declarations, representations, undertakings and warranties contained in the Terms and Conditions; or (iv) fraud, on part of the Distributor or its employees, agents and representatives.

IV. TERMINATION

- a. The appointment of the Distributor shall stand terminated forthwith:
 - i. 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;
 - ii. if the AMC is satisfied that any statement made in the form was false or misleading or calculated to mislead;
 - iii. if Distributor acts in any other manner prejudicial to the interest of the AMC/ Fund; and
 - iv. in the event of a breach of any clauses of the Terms and Conditions or in the event of any negligence, willful default or fraud by the Distributor or its employees, agents and representatives.
- b. Notwithstanding anything stated above, the appointment of the Distributor shall stand terminated at any time by the AMC by giving the Distributor a notice of at least 10 days without assigning any reason.
- c. 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).

V. RELATIONSHIP

None of the provisions of the Terms and Conditions shall be deemed to constitute a partnership between the AMC and Distributor, and the Distributor shall not have the authority to bind the AMC. Neither party hereto is the agent of the other nor there is a master-servant relationship between the parties. The relationship of the Distributor and the AMC is on a principal to principal basis.

VI. COMMON EMPANELMENT DECLARATION

In addition to your relationship with L&T Mutual Fund (LTMF)/ L&T Investment Management Limited (LTIM), we would like to inform you that LTMF/LTIM will be sharing your relevant details with such exchange platforms with whom LTMF/ LTIM has entered into an agreement for common empanelment process for Distributors/IFAs. This will enable you to get empanelled with exchange platform in one form and the same will be completely paperless.

VII. MISCELLANEOUS

- a. The AMC offers nomination facility to the Distributor to enable the nominee to receive commissions on the business done before the demise of the Distributor provided the Distributor has complied with all the Terms and Conditions.
- b. The Distributor shall not in any way pledge or have any lien or charge on the properties of the AMC/Fund in its possession, for the fees payable to the Distributor for distributing Units of the Fund.
- c. All operating and servicing standards and procedures will be as specified by the AMC from time to time.
- d. This agreement shall be construed in accordance with the laws of India and shall be subject to the exclusive jurisdiction of the competent courts in Mumbai only.

I/WE HEREBY CONFIRM AND DECLARE THAT I/WE HAVE READ AND UNDERSTOOD THESE TERMS AND CONDITIONS OF EMPANELMENT AS A DISTRIBUTOR WITH THE AMC AND AGREE TO ABIDE BY THE SAME

Signature:

Name:

ARN Code: