

EMPANELMENT FORM

India's 1st Unified License Stock Broker

KEDIA | CAPITAL

Register as an Authorised Person Yes No

MFD RIA

CORRESPONDENCE DETAILS

First Name/Company Name

Contact Person

(In case of Non-Individuals)

DOB/Incorporation Date

(In case of Non-Individuals)

Email ID

PAN

Fax No

Mobile No

Office No

Correspondence Address

City

State

Pincode

GST Details Yes No

GST Number

BANK DETAILS

Bank Name

Bank A/c No

A/C Type

 Savings Current

IFSC Code

Branch Name

MCR Code

City

State

NOMINEE DETAILS

Name of the
Nominee

Name of the Guardian
(In Case of Minor)

Relationship

Guardian PAN
(In Case of Minor)

DOB

(In case of
Minor only)

Mobile No

DECLARATION & SIGNATURE

I/we hereby declare that the details furnished above are true and correct and no material information is concealed by me/us. I/We also consent to abide by the changes in terms and conditions from time to time relating to this empanelment

Name

Signature/Entity Stamp & Signature

Date

Place

Business Development Manager: _____ or Courier the same to Kedia
Capital Pvt Ltd. Office No 1, 1st Floor, Tulip Flower Valley, Khadakpada Circle
Kalyan West - 4210301. For any queries you can write to us at partner@kediacapital.com

DOCUMENT CHECKLIST

List of Mandatory Documents	<input type="checkbox"/> Individual / Sole Proprietor	<input type="checkbox"/> HUF	<input type="checkbox"/> Partnership /LLP	<input type="checkbox"/> Corporate	<input type="checkbox"/> Society /Trust
Pan Card	✓	✓	✓	✓	✓
Pan Card - Partners/ Directors /Karta		✓	✓	✓	✓
Address Proof	✓	✓	✓	✓	✓
Address Proof - Partners/ Directors /Karta /trustees		✓	✓	✓	✓
Canceled Cheque	✓	✓	✓	✓	✓
Partnership Deed /LLP Agreement /Trust Deed			✓		✓
Board Resolution			✓	✓	✓
Certificate of Incorporation / Certificate of Registration/ Certificate of registration societies			✓	✓	✓
MDA and AOA				✓	
Authorized Signatories list with Signature Specimen			✓	✓	✓
ARN Card /RIA Registration Certificate	✓	✓	✓	✓	✓
EUIIN	✓	✓	✓	✓	✓
KYD	✓	✓	✓	✓	✓
NISMXA + XB/CFP /CWM/other if any	✓	✓	✓	✓	✓

BUSINESS PARTNER	REGISTRATION FEES	DEPOSIT AMOUNT	SHAIRING IN ACCOUNT OPENING	REVENUE MONTH WISE	PARTNER SHARE	KEDIA CAPITAL SHARE
REFERRAL PARTNER	-	-	0	ANY AMOUNT	30%	70%

ANNEXURE 1

TERMS AND CONDITIONS FOR APPOINTMENT AS REFERRAL PARTNER

KEDIA CAPITAL SERVICES PVT LTD (hereinafter referred to as the 'Company') shall appoint the Referral Partner on contractual basis and that such appointment shall not be construed as employment with the Company nor the Referral partner can claim himself as "employee" of the Company. The REFERRAL PARTNER agrees to abide by the Company's code of conduct in force from time to time and shall not conduct himself/herself in any manner, which could conflict with that interest of the Company.

The terms and conditions which shall govern the provision of the referral and distribution services is as mentioned below:

SCOPE OF SERVICES

In the event that any person is desirous of trading/investing in securities market in equity and/or their derivatives segments, the REFERRAL PARTNER shall refer such persons to the Company, in a form and manner as required by the Company.

The REFERRAL PARTNER is desirous to act as a sub-distributor to the Company, the Distributor.

The REFERRAL PARTNER, shall act through all its various branches in India to perform the services agreed hereto and any further similar services as may be mutually agreed between the Parties from time to time and the REFERRAL PARTNER hereby accepts such appointment on the terms set out hereinafter.

OBLIGATIONS OF THE REFERRAL PARTNER

REFERRAL PARTNER undertakes and agrees to inform the Company in case REFERRAL PARTNER during the tenure of contract with the Company registers or makes an application for registration with SEBI as Investment Adviser at any time in future.

The REFERRAL PARTNER undertakes to provide details of all such referrals made and distribution business conducted, in a form and manner as may be determined by the Company, to the Company with such periodicity (monthly) as may be required by the Company. The REFERRAL PARTNER acknowledges the discretionary right of the Client to continue Client relationship through the Company at his discretion. Discontinuance of a contract, if any, between the REFERRAL PARTNER and its Client will not have any effect to the contract entered into between the Company and the said Client.

The REFERRAL PARTNER represents and warrants that the REFERRAL PARTNER has the necessary certifications as required by the regulators including but not limited to AMFI certification and has AMFI certified personals to canvass/ distribute the Mutual Fund units in terms of regulatory requirements of SEBI /AMFI.

The REFERRAL PARTNER agrees to abide and follow Regulations/ Rules/ Guidelines/ Circulars of SEBI and all the applicable regulatory requirements specified by AMFI; as may be notified from time to time.

The REFERRAL PARTNER agrees to assist the Company in complying with provisions of the Prevention of Money Laundering Act, 2002 as may be mutually agreed between the Parties.

The REFERRAL PARTNER agrees to give the required declaration in the form of self-certification to the Company/AMFI in the format as required by the Company/ AMFI from time to time.

The REFERRAL PARTNER agrees that it is not authorized to receive money in cash or otherwise on behalf of the Company and issue any receipt thereof. The REFERRAL PARTNER agrees to advise the applicant to lodge their application with the Company or its branch or collection centre and an authorized agent of the Company for receipt of the application money and to issue official receipt thereof.

The REFERRAL PARTNER understands that the REFERRAL PARTNER is solely responsible to ensure that any application received from the Client is submitted to the Company in a timely manner. The REFERRAL PARTNER agrees that any losses arising to the Company/ Client due to delay in submitting the application shall be indemnified by the REFERRAL PARTNER to the Company. The REFERRAL PARTNER agrees to hold the Company harmless against any such losses.

Should the Client approach the REFERRAL PARTNER for any queries regarding the Company, the REFERRAL PARTNER agrees to forward the same to the Company.

The REFERRAL PARTNER agrees to conduct himself with propriety and decorum all times and in the manner which is not prejudicial to the interest of Company.

The REFERRAL PARTNER agrees not to make any statement, representation or claim nor give any warranties to any person in respect of the business of the Company save as may be specifically authorised in writing by the Company.

The REFERRAL PARTNER agrees neither to use nor display the name, logo or mark of the Company (or any logo or mark similar thereto) in any manner, unless in the specified agreed manner.

The REFERRAL PARTNER agrees that the Company shall at all times during the tenure of this Arrangement, be entitled to audit, monitor and assess the performance of the REFERRAL PARTNER.

The REFERRAL PARTNER or any third party/entity (including a blogger/ person whether having his/her own channel or not) if shared any content which provides information about Member's business, products/services/Brokerage plans etc or undertaking brand promotion or influencing the investment/sale decisions of any investors, shall be treated as Advertisement and shall require prior approval of the Exchange/Trading Member before publishing the same. Rs. 50,000/- penalty shall be levied to the REFERRAL PARTNER in case of the violation of the Rules / Regulations/ Guidelines/ Circulars of Trading member / Exchange / SEBI.

CONSIDERATION

The Company shall pay to the REFERRAL PARTNER, fees for acting as a sub distributor to facilitate distribution of securities and/or investment products as may be mutually agreed from time to time between the Parties.

The Company may pay a trail commission to the REFERRAL PARTNER to be calculated on such basis as may be indicated by Company to the REFERRAL PARTNER from time to time.

The Company may at its sole discretion decide not to pay such trail commission to the REFERRAL PARTNER with respect to any particular client(s).

The commission/fees payable to the REFERRAL PARTNER will be governed by the norms specified by SEBI/ relevant regulator, if any, from time to time for the sub distribution business facilitated by the REFERRAL PARTNER.

The rates of referral fees/ commission are subject to revision by the Company from time to time and the REFERRAL PARTNER shall be bound by the said revisions.

In the event any discrepancies / excess payment or over charging on account of incorrect billing raised by the REFERRAL PARTNER is found, then the REFERRAL PARTNER shall reimburse the Company for all such amounts excess charged to the Company.

All payments to be made by Company under the terms of this Arrangement shall be subject to the deduction of all applicable Taxes.

REFERRAL PARTNER shall not be eligible for referral fees/ commission on self-proprietary trading.

The Company can communicate to the REFERRAL PARTNER through email/WhatsApp or any other electronic means.

ASSIGNMENT AND SUB-CONTRACTION

The REFERRAL PARTNER shall itself perform its obligation under this Arrangement and shall not assign, transfer or sub-contract any of its rights and obligation under this Arrangement. However, the Company shall be entitled to assign/transfer its rights and benefits under this Arrangement to any person without requiring the consent of the REFERRAL PARTNER.

NO WARRANTIES WITHOUT AUTHORITY

The REFERRAL PARTNER agrees not make any representations concerning schemes/ products of the Company except those contained in the printed information issued by the Company as information supplemental to such documents.

CONFIDENTIALITY

All details, documents, data applications, software, systems, papers, statements, business/customer information and Company's practices and trade secrets (hereinafter referred to as "Confidential Information") which may be communicated to the REFERRAL PARTNER and / or its employees shall be treated as absolutely confidential and the REFERRAL PARTNER irrevocably agrees and undertakes that the REFERRAL PARTNER and all its employees shall keep the same secret and confidential and not disclose the same, in whole or in part to any person without the prior written permission of Company nor shall use or allow to be used any information than as may be necessary for the due performance of the obligation of the REFERRAL PARTNER hereunder.

The REFERRAL PARTNER shall take all necessary actions to protect the Confidential Information against misuse, loss, destruction, deletion and/or alteration.

The REFERRAL PARTNER shall not misuse or permit misuse directly or indirectly, nor commercially exploit the confidential information for economic or other benefit.

The REFERRAL PARTNER shall not make or retain any copies or record of any Confidential Information provided by the Company other than as may be required for the performance of the REFERRAL PARTNER obligation under this Arrangement.

The REFERRAL PARTNER shall notify the Company promptly of any unauthorised or improper use or disclosure of the Confidential Information.

The REFERRAL PARTNER shall return all the Confidential Information belonging to the Company which is in the custody of the REFERRAL PARTNER at the termination of this Arrangement.

TERMINATION:

REFERRAL PARTNER agrees during the tenure of this agreement not to make application for registration under SEBI Investment Adviser Regulations, 2013 in the same entity name directly or indirectly and undertakes to keep clear segregation and separate books of accounts for such business. The Company reserves the right to terminate the agreement, on violation of the said terms or the modifications thereof, if any, without any further notice to REFERRAL PARTNER.

The Company shall be entitled to terminate the Arrangement forthwith and at any time and without giving any notice or payment in lieu of notice in the conditions , if any, instance of moral turpitude, dishonesty, fraud, forgery, and unbecoming conduct on the part of REFERRAL PARTNER is identified or becomes known.

The Company shall be entitled to terminate the Arrangement forthwith and at any time and without giving any notice or payment in lieu of notice in the conditions, in the event the REFERRAL PARTNER being declared insolvent by competent authority or court

In the event of this Arrangement being terminated as aforesaid, all of the obligations and undertaking of each Party, save and except any accrued and unpaid obligations of such Party, shall terminate forthwith on such date of termination, provided that in relation to such unfulfilled payment obligation of a Party, the Arrangement shall continue till such payment obligation has been fulfilled to the satisfaction of the Party entitled to such payment thereof.

In case of termination of the Arrangement by the Company, any commission for the relevant previous month is liable to be forfeited by the Company at its sole discretion.

The termination of this Arrangement by either Party for any reason whatsoever shall not in any manner affect the status of any client already registered on the Company either before, or pursuant to, the execution of this Arrangement.

In addition to the above, the Company may immediately terminate the Sub-distribution ship of the REFERRAL PARTNER, if any of the following is observed:

In the event REFERRAL PARTNER is found violating any of the SEBI rules and regulations for intermediaries as 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 registration is cancelled by AMFI, his/her registration as an REFERRAL PARTNER will be liable for termination.

If any of the directions and instructions as specified herein or may be, from time to time, issued by the Company are not complied by the REFERRAL PARTNER

ASSOCIATE - DO'S AND DON'TS

DO'S

Maintain high standards of integrity, promptitude and fairness in the conduct of your activities and act with due skill, care and diligence at all times.

Update your contact details and other details in the records of the Company immediately whenever there is a change thereof.

Ensure that you are updated with all the latest requirements pertaining to the products distributed by you. Obtain necessary information from your Relationship Manager/s.

Provide true and adequate information to the applicants without any misleading or exaggerated claims.

Read all the instructions given on the Application form carefully and guide the applicant to complete the form and ensure that the applicants' interest is protected.

Advise the client to read the entire Application form for proper understanding.

Ensure that the applicant fills up the Application form completely as per the format given.

Obtain all necessary documents from the applicant as per the directions mentioned on the Application form.

Disclose full, latest and all material information to the applicant including about the charges applicable on the service offered.

Resolve the queries of the applicants in a fair and expeditious manner. If you have any queries, please contact your Relationship Manager for guidance.

Provide signed acknowledgment on receipt of cheque/ DD from the applicant.

Don'ts

Do not solicit / obtain applications in fictitious/ benami name/s or on an anonymous basis.

Do not accept copies of KYC documents that appear to be forged or that are not clear.

Do not indulge in malpractices to earn higher commission or faulty/unethical business practices.

Do not use unethical means to market or induce any applicant to avail the products.

Do not accept cheques from clients otherwise than towards the investment amount.

Do not accept cash or blank cheques from applicants.

Do not make false promises to the applicants and do not assure / guarantee returns on investment to the applicant.

Do not obtain unwanted extra signatures of the applicants on the form.

Do not inward forms that are not complete in all respects or use unethical means to rectify rejections in the application forms.

Maintain highest confidentiality of client details. Do not disclose, share or discuss with any other person or make improper use of the details and documents / report of any client. Any misconduct observed in this regard will be strictly actioned upon

Do not access the records and assets of the Company unless as permitted.

Do not issue any advertisement for business promotion without written permission of the Company.

Do not give any financial advice to the client which is contrary to or outside the scope of the product report.

I/ We have read the Do's and Don'ts above, understood and agree to abide by them at all times. I/ We am aware that failure to follow the Do's and Don'ts will attract disciplinary action including any possible criminal proceeding against me/ us.

For

KEDIA CAPITAL SERVICES PVT LTD

REFERRAL PARTNER REQ DOUMENTS

REQUIRED KYC DOC FOR INVIDUAL

1. PAN CARD
2. ADHAAR CARD
3. CANCELLED CHEAQUE

REQUIRED KYC DOC FOR NON-INDIVIDUAL

1. COMPANY'S POA
2. COMPANY'S BANK DETAILS
3. ALL DIRECTORS POA AND POI
4. REGISTRATION CERTIFICATE
5. GST CERTIFICATE
6. LIST OF ALL DIRECTORS
7. SHAREHOLDING PATTERN
8. AUTHORISED SIGNATORY
9. LIST OF SHARE HOLDERS
10. MOA AND AOA