

## TERMS AND CONDITIONS FOR DISTRIBUTORS OF ESCORTS MUTUAL FUND

### A. EMPANELMENT OF THE AGENCY

1. Prospective Distributors are required to fill in the prescribed Application Form in full in Capital Letters in English (except for Signatures).
2. Signatures other than in English or one of the languages specified in the Eighth Schedule of the Constitution of India and thumb impressions (instead of Signatures) must be duly attested by a Magistrate, Notary Public or a Special Executive Magistrate under his/her official seal.
3. Applications must be signed by two directors (in the case of a limited Company or a body corporate), two partners (in the case of a partnership) or the sole proprietor/individual making the Application.
4. Application Forms which are incomplete or incorrectly filled are liable to be rejected.
5. In case of an Application under a Power of Attorney or by a limited company or a body corporate, the original Power of Attorney or a duly notarised copy thereof or the relevant resolution or authority to make the Application, as the case may be, or a duly certified copy thereof, along with a certified copy of the memorandum and articles of association, if any must accompany the Application.
6. The Application must be submitted at the Head Office or Branches of Escorts Assets Management Limited, the Investment Managers to Escorts Mutual Fund, during working hours, along with appropriate supporting documents, against an acknowledgement thereof by a duly authorised official of the Investment Manager.
7. The Investment Manager may employ such means, as it deems fit to ascertain the veracity of the particulars stated in the Application as well as the suitability of the Applicant to take up the Agency of Escorts Mutual Fund and may require the Applicant to provide further particulars, in this regard.
8. The Investment Manager reserves the sole and absolute right to accept or reject Applications, without assigning any reason therefor. The decision of the investment Manager as regards any representation regarding rejection of any Application shall be absolute and final.
9. The agency shall commence from the date of acceptance of the Application by the Investment Manager.
10. On acceptance of the Application, the Investment Manager shall allot a numeric Agency Code number to the Agency, which will be unique for each Agency and shall be quoted by the Distributors in all the Agency's correspondence with the Investment Manager.
11. The filled in Application Form is the property of the Investment Manager and shall not be returned to the Applicant under any circumstances. The Investment Manager reserves the right to use the information provided therein, as it deems fit, without any further reference to the Applicant, in this regard.
12. The Investment Manager shall treat each Agency (having a unique Agency Code no.) as a separate entity and will not entertain any request from the Agent(s), for treating more than one Agency as a single entity, for any purposes whatsoever.

### B. OPERATION OF THE AGENCY

1. The Distributor is expected to take interest in the Agency work and to popularise the various Schemes which would be floated by Escorts Mutual Fund, from time to time, as an attractive form of investment.
2. The Distributor shall not give any information or make any representations not confirmed by the Offer Document(s) of the Escorts Mutual Fund Scheme(s), in connection with the offer or issue of Units.
3. The Distributor shall ensure that the Agency's stamp on the application forms issued by it clearly states the Agency's name and the Agency Code no.
4. The Distributor shall use the publicity and other material provided by Escorts Mutual Fund, in a judicious manner and ensure that there is no wastage thereof.
5. The Distributor is expected to assist the investors in filling up the application forms, arrange for their lodgement along with payment with the authorised collection centres and furnish acknowledgements thereof, issued by the authorised collection centres of the Investors.
6. The Distributor is not authorised to receive cash and/or Stock Invest by way of payment along with the application forms.
7. The Distributor is also not authorised to issue receipts on behalf of Escorts Mutual Fund.

8. The Distributor is eligible to receive commission/brokerage (and incentive, if any) at the rate specified, from time to time by the Investment Manager for the concerned Scheme.
9. The commission/brokerage (and incentive, if any) payable to the Distributor shall be remitted directly to the Distributor by the Registrar to the Offer/Issue, on completion of the allotment process for the concerned Scheme.
10. No payment other than the commission/brokerage (and incentive, if any) will be made for any cost/expenses incurred by the Distributor in connection with the Agency and the Distributor shall not be entitled to any other benefit of whatsoever nature.
11. Escorts Mutual Fund or the Investment Manager
  - shall not be responsible or liable to the Distributor for any loss incurred due to change in commission/brokerage/incentive structure(s), if any.
  - shall not be liable to pay any commission/brokerage (and incentive, if any) on application forms not clearly bearing the name and the Agency Code no. of the concerned Agent.
  - reserves the right to accept or reject any application made by any Investor and the Distributor shall not be eligible for commission/brokerage (and incentive, if any) in respect of the applications so rejected. The decision of Escorts Mutual Fund, in this regard shall be conclusive and binding on the Distributor.
  - shall be entitled to recover or adjust all such amounts as are wrongly paid to the Distributor from out of the commission/brokerage (and incentive, if any) payable by the Investment Manager to the Distributor.
  - does not take any fiduciary interest in the financial performance of the Agency and shall in no case be responsible or liable either for any financial loss incurred by the Distributor or in respect of any legal, financial or commercial disputes that may arise in respect of the agency between the Distributor and Investor(s) or a third party.
12. Both the Distributor as well as the Investment Manager shall have the right to terminate the Agency, without penalty, after the expiry of thirty days, from the date of the written notice given by one to the other. In the event such notice is given, the Distributor shall be liable to delivery to the Investment Manager all material pertaining to the Escorts Mutual Fund Scheme(s), then held by the Agency, at the Agency's cost, prior to receiving from the investment Manager and commission/brokerage (and incentive, if any) of which the Agency shall then be entitled, if any. Any such termination shall not affect the rights and liabilities of either the Agent or the Investment Manager accruing prior to such termination.

### C. GENERAL

1. The Distributor shall not have any lien over any property of the Investment Manager, for the time being in possession of the Agency.
2. The Distributor shall not assign, transfer or charge all or any of the Agency's rights and benefits to any other person or entity without the prior written consent of the Investment Manager.
3. The Distributor shall not disclose to any person, not authorised by the Investment Manager, any confidential information relating to Escorts Mutual Fund or the Investment Manager or their affairs, that the Distributor becomes possessed of during the continuance of the Agency.
4. The Distributor shall, at all times conduct the Agency with propriety and decorum and in a manner which is not prejudicial to the interest of Escorts Mutual Fund, the Investment Manager or the Investors.
5. All notices and communications to the Distributor shall be in writing and in the English language and shall be the last known address of the Agency, as per the records of the Investment Manager.
6. The Investment Manager reserves the right to add to or otherwise vary or alter the above mentioned terms and conditions, without prior notice and the Distributor agrees that such amendments shall be binding on the Agency, without prejudice to the Distributor right to terminate the Agency, as provided above.
7. In respect of all disputes arising out of or in relation to the Agency, the courts in Delhi alone shall have jurisdiction.



## Escorts Mutual Fund

11, Scindia House, Connaught Place, New Delhi-110001

Tel.: (Direct) 91-11-41514100, 23321654, 43587415/20 Fax : 91-11-23761495

Visit us at : [www.escortsmutual.com](http://www.escortsmutual.com) Mail us at : [help@escortsmutual.com](mailto:help@escortsmutual.com)

### WHERE TO REACH US

**Agra:** 9873891777 **Ahmedabad:** 606 6th Floor Sakar 5 Behind Natraj Cinema Ashram Road Ahmedabad-380014 Tel-079-26582036 **Allahabad:** Vasistha Vinayak Tower Shop No- UG-13 Tashkent Marg Civil Lines Tel-0532-2260382, **Bangalore:** Southern Regional Office Cum Bangalore Branch Unit No-401 4th Floor No 12 Richmond Tower Richmond Road Bangalore-560025 Tel-080-22075106, **Bhopal:** 9303460739 **Bhuwaneshwar:** Metro House Shop No-2 A-410 Vani Vihar Square Janpath Bhuwaneshwar (Orissa)-751017 Tel-0674-2540106 **Bokaro:** Sector 1C Qr No 178 Bokaro Steel City Jharkhand-827001 Tel. : 9334171028 **Chandigarh:** Deepak Tower Sco-154/155 Sector-17 C IInd Floor Chandigarh-160017 Tel-0172-5078628 **Dehradun:** Office No-21 1st Floor Shiva Palace 57/19 Rajpur Road Opp Secretariat Dehradun (Uttarakhand) **Delhi:** 11 Scindia House Connaught Place K G Marg New Delhi-110001 Tel-41514100,23321654 **Faridabad:** SCF 70 Second Floor Sector 16-A Shopping Complex Opp Nehru College Near Magpie Hotel Faridabad-121007 Tel-0129-4142810, **Ghaziabad:** 9873180688 **Gorakhpur:** 933779449 **Gurgaon:** 9999316692 **Jaipur:** 2nd Floor Landmark S 16-A Mahaveer Marg C Sheme Jaipur-302001 Tel-0141-2372476, **Jamshedpur:** Kamani Centre Shop No-119 Third Floor Bistapur Jamshedpur-831001 Tel-0657-2321909, **Jodhpur:** Exchange Building Shop No 17-B 18 Mezzanine First Floor First Chopasani Road Jodhpur Tel-0291-2652716, **Kanpur:** Office No-311 Third Floor Kan Chambers 14/113 Civil Lines Kanpur-208001 Tel-0512-2367927 **Karnal:** 9255734734 **Kolkata:** Crescent Tower First Floor 229 AJC Bose Road Kolkata-700020 Tel-033-40036013 **Lucknow:** Chitrahra Second Floor 3 Nawal Kishore Road Lucknow-226001 Tel-0522-3261208 **Mumbai:** Room No 1B -1 Mezzanine Level 20 Raja Bahadur Mansion Ambalal Doshi Marg Hamam Street Behind BSE Fort Mumbai-400023 Tel-022-22626595, **Nagpur:** Shop No-1 Laxmi Vaibhav Complex W.H.C Road Bajaj Nagar Nagpur-440010 Tel-0712-3298041, **Noida:** MZ-41, Ansal Fortune Arcade, Sector-18, Noida-201301 Tel-0120-3329247 **Patna:** 114-B Ashoka Place Exhibition Road Patna-800001 Tel-0612-2500340 **Pune:** Shrinath Plaza 4th Floor A Wing Office No-97 Dhyneshwar Paduka Chowk F C Road Shivajinagar Pune-411005 Tel-020-25510799 **Siliguri:** 9933049191 **Varanasi:** Shiva Complex Shop No F-8 First Floor D-58/53-54 Rathaytra Varanasi (U.P) Tel-0542-2361834 **Vadodra:** Office No-118 First Floor Siddhartha Complex R C Dutta Road Alkapuri Vadodra-390007 (Gujrat) Tel. : 9334171028

