

## Sub-Broker/DSA Application Form

Application No. \_\_\_\_\_ Broker Code: \_\_\_\_\_ \*Date: \_\_\_\_\_

### For Individual / Non- Individual Applicants:

\*Name of the Applicant: \_\_\_\_\_

Occupation: \_\_\_\_\_ \*Pan No. / GIR \_\_\_\_\_

### Contact Details:

For individual applicants and the partner representative in case of non-individuals

Tel. no. \_\_\_\_\_ Mobile no. \_\_\_\_\_ Email Id \_\_\_\_\_

Address:-Residence / Office \_\_\_\_\_

\_\_\_\_\_

**Personal Details:** For individual applicants and the broker representative in case of non-individuals

Date of Birth: \_\_\_\_\_ \*Qualification: \_\_\_\_\_ Marital Status: \_\_\_\_\_

### Existing Business Details:

Total experience in advising / distribution of financial products in year's \_\_\_\_\_

Focus on financial product distribution: Full Time / Part Time

License issuing company \_\_\_\_\_

GIC code (if any) \_\_\_\_\_

Signature: \_\_\_\_\_

Date: / Place: \_\_\_\_\_

### To be filled by office

Date of Enrollment: \_\_\_\_\_

Name of F.P.M.: \_\_\_\_\_

Branch: \_\_\_\_\_

Reference Name: \_\_\_\_\_

Ten Digits Unique Code:

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Documents Checklist Required within 30 Days of Agreement on Mail ([business@cbnxtinfoserve.com](mailto:business@cbnxtinfoserve.com)) as well as Hard Copy.

- 1) 2 Passport Photo.
- 2) PAN Card.
- 3) Aadhar Card.
- 4) Office Rent agreement by the name of DSA Holders
- 5) One Cancelled Cheque.
- 6) Security Cheque for FRAUD / Business Issues
- 7) Residence proof.
- 8) Stamp Paper of 100 Rs X 2
- 9) Resumes of Employee and DSA Holders with KYC
- 10) Police Verification Format / Passport Copy

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**DISTRIBUTION AGREEMENT**

**THIS AGREEMENT IS MADE AT ..... ON THIS DATE OF \_\_\_\_\_**

**BETWEEN**

**Corporate Banker (A Fintech unit of CBNXT Infoserve Pvt Ltd)** a company incorporated under the Companies Act, 1956, having its Registered Office at Aashirwad Business Complex, Bhonda Road, Daladilli, Ratu - Ranchi 835222, India & Corporate Office at C4, Harmu housing colony, Near Patel chowk, Harmu – Ranchi 834002 (here in after referred to as “ **The Company** ”, which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors and permitted assigns) of the ONE PART.

**\*AND**

.....,a Proprietorship of Mr ..... residing at .....( here in after referred to as the “**Service Provider**”, which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors and assigns) of the OTHER PART.

**\*AND**

.....,a registered partnership firm having its office at ..... (here in after referred to as the “**Service Provider**”, which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors and assigns) of the OTHER PART.

**\*AND**

.....,a Hindu undivided family/ Trust, having its office at ..... . (here in after referred to as the “**Service Provider**”, which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors and assigns) of the OTHER PART.

**\*AND**

..... a company incorporated under the Companies Act, 1956, having its registered office at ..... (here in after referred to as “**Service Provider**”, which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors and permitted assigns) of the OTHER PART.

Note: (\* Strike off the para which is not applicable)

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(The **Service Provider** and **The Company** are hereinafter collectively referred to as '**Service provider**' and Corporate Banker-Cbnxt Infoserve Pvt Ltd as '**The Company**')

#### WHEREAS

1. **The Company** is a loan distributor providing the entire gamut of financial services and deals in loans policies and acts as a distributor for leading loan provider Banks and NBFCs.

**NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY MUTUALLY AGREED, DECLARED, CONFIRMED AND RECORDED BY AND BETWEEN THE SERVICE PROVIDER HERETO AS FOLLOWS:**

#### 1. RELATIONSHIP

The relationship between the **Service Provider** and **The Company** shall be governed exclusively by this Agreement and notwithstanding any nomenclature used in this Agreement, no presumption of any relation in the nature of agency, joint venture, partnership or functionality shall be presumed or shall exist. Neither The Company is acting as a fiduciary for or as an advisor to the other The Company in respect of this Agreement.

Nothing contained herein shall be deemed to create any relationship of principal and agent or, master and servant or, employer and employee between the Service provider hereto or subsidiaries thereof or, to provide either The Company with the right, power or authority, whether expressed or implied to create any such duty or obligation on behalf of the other The Company.

The Service Provider and its Authorized Representatives shall be allowed to do further Payout Sharing Agreements with other Service provider. This Agreement is entered into on a non- exclusive basis and the Service provider reserve their rights to enter into similar arrangements with other persons.

#### 2. REMUNERATION / COMMERCIAL

For the purpose of this Agreement, the commercials / distribution fees shall be mutually agreed between the Service provider from time to time and recorded in writing via exchange of letters / emails. Such agreed commercials would form part of this Agreement

**Corporate Banker (Cbnxt Infoserve Pvt Ltd) agrees to pay in accordance with the payout structure as set out in this agreement as Payout Sheet Provided.**

#### 3. INDEMNITY

The Service provider shall indemnify and hold harmless, **Corporate Banker (Cbnxt Infoserve Pvt Ltd)**, against any direct monetary losses, costs or claims which it might incur/suffer as a result of: (i) the contents of brochures or any other material distributed by the Service Provider to **Corporate Banker (Cbnxt Infoserve Pvt Ltd)**, containing an untrue statement of a material fact or an omission of a material fact; or (ii) the gross negligence, fraud or willful misconduct of the Service Provider, or their employees, agents and representatives (iii) breach of any of the terms, conditions, declarations, representations,

undertakings and warranties contained in this Agreement, on part of the Service Provider or its employees, agents and representatives (iv) any act or omission of the Service Provider not being in accordance with applicable rules, regulations, circulars or notice issued by the regulatory authorities (v) 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

#### **4. REPRESENTATIONS AND WARRANTIES**

The Service Provider and The Company are units/persons duly organized and validly existing under the laws in their respective jurisdiction and have the power and authority to carry on their respective businesses;

The Company have all necessary power and authority to execute and deliver this Agreement and this Agreement shall constitute their valid and binding obligations. The execution and delivery of this Agreement has been duly and validly authorized by the respective Board of Directors/Partners/Proprietor of the Service Provider and the Company and no other action or proceedings on their part is necessary to authorize execution of this Agreement; .

#### **5. TERMINATION**

This Agreement shall be valid from the date of execution until it is terminated in accordance with the provisions of this Agreement.

Not with standing anything contained in this agreement, the agreement shall be terminated forthwith if any of the Service provider hereto goes into liquidation or presents or is presented with a petition for or passes a resolution for winding up, either compulsory or voluntary (save for the purposes of reconstruction or amalgamation), or makes any arrangement with its creditors or any assignment for the benefit of creditors, or if a receiver or manager of its business or undertaking is duly appointed, or if distress or execution shall be levied or threatened upon any of its property (which remains unremedied for a period of thirty (30) days), or if it suffers any similar action in consequence of debt (which remains unremedied for a period of thirty (30) days).

Any of the Service Provider may terminate the agreement after giving a Written Notice to this effect, 30 Days prior to the Termination of the Agreement.

Any of the Service Provider may terminate if found business relationship with other DSA/NBFC/Banks on Direct Codes or Other DSA Codes and the pending payout will be not released if found manipulating files to other DSA / Banks & NBFC other then Corporate Banker (CBNXT Infoserve Pvt Ltd)

#### **6. WAIVER**

No failure or delay in exercising any right, power or privilege under this Agreement by either of the Service provider shall operate as a waiver thereof nor shall any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

No waiver by either of the Service provider of any breach of any of the terms of this Agreement shall be effective unless such waiver is expressed in writing signed by either of the Service provider and the waiver by either of the Service provider of breach of any of the terms of this Agreement shall not prevent the subsequent enforcement of that term and shall not be deemed to be a waiver of any subsequent breach.

## **7. NOTICE**

Any notice, communication or documents by a The Company to the other The Company may be given by personal delivery, courier, registered post or fax at the address afore mentioned, or the address changed as communicated from time to time. The notice shall be deemed to have been served upon the The Company to whom it is meant, if a proof of delivery is available with the The Company who has given such notice.

Each such notice, request or communication shall be effective upon receipt. The notice shall be deemed to have been served upon the The Company to whom it is given, if given by personal delivery when so delivered and acknowledgement received, if given by post on expiration of three days after the notice etc., shall have been delivered to the post office and if given by fax upon acknowledged transmission thereof. If it is by electronic mode or fax, a physical confirmation would be issued by the The Company sending it immediately on the same day or on the following working day.

## **8. CONFIDENTIALITY AND EXCLUSIVITY**

All Clients of the service provider shall be its Exclusive Clients. No Employees, Representatives or Agents of **Corporate Banker (Cbnxt Infoserve Pvt Ltd)**, or Any Other The Company having similar agreement with **Corporate Banker (Cbnxt Infoserve Pvt Ltd)**, shall solicit the Clients of the service Provider in any form. They shall also not do so in any future period of time. They shall also not share those Client Details with any other The Company or Person or employee.

This Agreement shall be treated as an effective Non Disclosure agreement with respect to the Client Data of Service Provider. And **The Company** and its Officials shall be bound not to disclose Client Data of Service Provider with any other third The Company or its Employees except with statutory authorities when required under some law.

## **9. GUIDANCE AND SUPPORT**

Immediately after the signing of this agreement, **Corporate Banker (Cbnxt Infoserve Pvt Ltd)** shall strive to provide the Service Provider and/or its employees the contact details of all the RMs of different products in all Banks/NBFCs of which **Corporate Banker (Cbnxt Infoserve Pvt Ltd)** is DSA in the geographical region where the Service Provider has its offices starting from Mumbai . Further it shall provide to the Service Provider, all the literature of the Banks/ NBFCs regarding their T&C, latest schemes and all other things are made available to The Company as a whole or any of its employees.

The Service Provider shall be independent to work or ally with or take guidance/ Support from any official of **Corporate Banker (Cbnxt Infoserve Pvt Ltd)** in course of any Loan Process.

DSA Holders are not allowed to pressurize or interfere to other DSA holders of location as this is an Open Market business so focus on their market strategy and do their own business, No Payout or Cases can be transferred of Other DSA in any means.

Terminated or The DSA Holders who will be released from **Corporate Banker (Cbnxt Infoserve Pvt Ltd)** will not start DSA/Financial Loan Business with any organization.

No additional Cash mode fees are required without mail confirmation of **Corporate Banker (Cbnxt Infoserve Pvt Ltd)** team.

IN WITNESS WHEREOF, the Service provider have caused this Agreement to be executed as of the day and year first above written, in two counterparts, one such counterpart to be retained by the Service Provider and the other by the Company.

<p>Signed by the within named <b>The Company</b></p> <p><b>Corporate Banker</b></p> <p><b>( A Fintech Unit of CBNXT Infoserve Pvt Ltd)</b></p> <p>Name :</p> <p>Designation :</p> <p>in the presence of</p> <p>Name &amp; Sign of Witness</p>	<p>Signed by the within named <b>Service Provider (DSA)</b></p> <hr/> <p>Name:</p> <p>Designation:</p> <p>in the presence of</p> <p>Name &amp; Sign of Witness</p>
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Approved, signed and Verified by : (Authorised DSA Signatory of **Corporate Banker (Cbnxt Infoserve Pvt Ltd)** after verification)