

Terms & Conditions governing the appointment of Broker

1. The Broker shall cover all the deposit schemes of ICICI Home Finance Company Limited (ICICI HFC) as are in force and will be introduced from time to time. All the deposits shall be collected by the Broker unless expressly excluded by ICICI HFC. (ICICI HFC and Broker hereinafter shall collectively be referred to as "Parties").
2. The broker shall carry out all the instructions and directions issued by ICICI HFC of persons duly authorized by ICICI HFC from time to time and promptly correspond with ICICI HFC in all matters referred to the Broker.
3. The payment commission shall be done on monthly basis and subject to the submission of proper invoice. The payment of commission shall be subjected to deduction as per the applicable taxes under the Income Tax Act, 1961 or other applicable laws.
4. Broker will be eligible for Brokerage /sub-brokerage on the business procured at the rates prevailing on that day and as may be decided by ICICI HFC from time to time. Such Brokerage /sub-brokerage rates will be subject to revision at the sole discretion of ICICI HFC
5. An agent is not entitled to any Commission, if he/she is the 1st deposit holder in the FD application form.
6. Brokerage is subject to recovery, if the Depositor pre-closes the FD before the date of maturity (other than death claim) at the discretion of the Company.
7. The broker is not authorized to receive money or cash on behalf of ICICI HFC and issue any receipt.
8. The Broker agrees to give correct information along with the broker code number as mentioned in the application form. Broker shall not be paid any commission in the absence of the broker code number or incompletely filled form.
9. The Broker acknowledges and agrees all the information provided by ICICI HFC to the broker is sensitive and confidential in nature and Broker shall insure that neither the Broker nor any of its personnel will do any act for violating the same.
10. The Broker agrees not to hold itself out to be an employee of ICICI HFC. The Parties agree that, in offering the services, the Parties shall act only on a principal to principal basis and not as an agent of the other Party. Nothing in these terms and conditions constitutes an agency, partnership or joint venture between ICICI HFC and the Broker.
11. ICICI HFC shall at all times be entitled to monitor and assess the performance of the Broker, ICICI HFC also reserves the rights to conduct audits on the Broker whether by its internal or external auditors and to obtain copies of any audit or review reports and finding made on the Broker.
12. The Broker shall have no right to enter into any agreement or arrangement for and/or on behalf of ICICI HFC or to represent to any person, firm or corporation that it has such right or authority, without the prior written consent of ICICI HFC.
13. Broker shall take prior approval/consent of the ICICI HFC before hiring any sub-contractor or any sub-broker.
14. The Broker recognizes the right of NHB/RBI to inspect/cause an inspection to be made of the Broker and its books or accounts by one or more of its officers or employees or other persons.
15. ICICI HFC reserves the right to amend or terminate, repudiate or revoke and modify the terms and conditions at its sole discretion.
16. ICICI HFC reserves the right to terminate the empanelment of Broker on its sole discretion inwriting, without assigning any reasons.
17. The Broker shall, at its own expense, indemnify, defend and hold harmless ICICI HFC from and against any and all the liabilities, whether direct or indirect, suffered or incurred due to non-performance, inadequate performance, or breach of any terms and conditions contained herein.
18. The Broker also agrees to indemnify ICICI HFC fully and against any claims & demands by any local, state or central authorities, judgement or decree of the court, litigation/arbitration by any third party, taxes, duties and/or penalties for causing any loss to any person, firm or corporation on account of the actions of the Broker.
19. Parties shall be governed by Indian Laws and court of Mumbai shall have exclusive jurisdiction in respect of matters and disputes arising from this document.

Date:

D	D	M	M	Y	Y	Y	Y
---	---	---	---	---	---	---	---

Place:

Stamp & Signature

Self Declaration

(Self-Declaration to be obtained on the letter head of the service provider/plain paper)

Date:

To,

ICICI Home Finance Company Ltd

Subject: Declaration for compliance

Dear Sir/Madam,

I/ We, _____, in respect of the _____ activity carried out by me/us on behalf of the Company, hereby confirm as under:

1. I/We am/are not a subsidiary of ICICI Home Finance Co. Ltd. (The Company) and am/are not owned or controlled by any director or officer/employee of the Company or their relatives having the same meaning as assigned under Section 2(77) of the Companies Act, 2013. (*)
2. There is no outstanding litigation or criminal conviction against me/us.
3. All the applicable laws, rules, regulations of RBI/NHB/SEBI/other statutory authorities including maintaining confidentiality and security of customer information are being complied with by me/us.
4. There are no cases of any regulatory or compliance breaches including breaches of any confidentiality or security of customer information against me/us.
5. Report on self-due diligence conducted on my/our employees – I/We confirm that the names, addresses, contact numbers and educational background of each employee is available in my/our records and appropriate background checks have been undertaken and are ensured for the employees. (*)

Name of the Service Provider

Stamp and Signature of the Service Provider

Date:

D	D	M	M	Y	Y	Y	Y
---	---	---	---	---	---	---	---

(*Note – please delete paragraph if not applicable as an individual service provider)

Documents to be submitted along with Due diligence empanelment form:

1. Copy of PAN card;
2. Address proof (latest telephone/mobile bill, electricity bill, gas bill, passport or ration card);
3. Two recent passport size photographs (in addition to one affixed on application form);
4. Latest IT return/Form 16;
5. Bank statement for last 6 months;
6. Enrolment letter, if enrolled with other Bank/FI for similar services;
7. In case of firm / Company: Registration certificate of firm & Partnership deed/ Articles of Association of the Company and incorporation certificate

Due Diligence for Empanelment of New Service provider

PARAMETERS	DETAILS OF VENDOR			
1 Name of the Service Provider	Affix a photograph here			
2 Father's/Husband's name (For Sole Proprietorship or Individual DMA/DSA/ Individual vendor)				
3 Date of Birth/Incorporation (DD/MM/YYYY)				<input type="text" value="D"/> <input type="text" value="D"/> <input type="text" value="M"/> <input type="text" value="M"/> <input type="text" value="Y"/> <input type="text" value="Y"/> <input type="text" value="Y"/> <input type="text" value="Y"/>
4 Present Occupation (For Sole Proprietorship or Individual /DSA)				
5 Languages Known (For Sole Proprietorship or Individual DMA/DSA)				
6 Contact Details: · Office Telephone · Email id of the Service Provider				
7 Bank Account details: ·Account number ·Type of account ·Name of Branch ·Address of Branch				
8 Type of Entity (Please tick at relevant option)				
9 Names, address and contact nos (Mobile numbers & Residence) of proprietor/ partners/directors:				
10 Educational background of the proprietor/ partners/directors (documents to be obtained)				
11 Number of years the service provider is in operation (Experience)				
12 List of other HFCs/Banks to whom services provided and the type of services provided	HFC/Bank	Location	Services Provided	
13 Market Feedback on the Service provider				
14 Is any training imparted to the employees of the Service Provider? Yes / No (If yes, please attach the training records such as attendance sheet, emails)	<input type="checkbox"/> Yes <input type="checkbox"/> No			
15 If the answer to the above question is a "No", what other arrangements are made by the service provider in this respect				
16 If the reply is YES to the above question, pls detail out the training process imparted by the Service Provider to its employees.	<input type="checkbox"/> Yes <input type="checkbox"/> No			

17	The financial strength of the service provider is (tick the correct option)	<input type="checkbox"/> Excellent <input type="checkbox"/> Good <input type="checkbox"/> Poor
18	Data Security requirements: ·Whether data sharing is only through SFTP mode (secure mode) ·Dependence on the system/application provided by the service provider for processing our Company's data/processes or Compatibility of service provider's system with that of the Company	
19	Whether the service provider is a subsidiary of the Company and whether it is owned or controlled by any director or officer / employee of the Company or their relatives having the same meaning as assigned under Section 2(77) of the Companies Act 2013. If yes, then data in KMP to be checked.	<i>Please obtain self-declaration from the service provider. (Format is given below the annexure)</i>
20	Is there any outstanding litigation or any criminal conviction against the service provider in the past?	
21	Whether the service provider involved in the activity, is servicing many HFC's in the industry	<i>(If answer is "Yes", please provide controls to be executed to limit/mitigate "single service provider" risks)</i>
22	Whether the Service provider is having proper BCP in place?	<i>If answer is "No", please provide controls as to how the back-up would be ensured)</i>
23	Due Diligence of employees: Whether service provider has executed due diligence of it's employees.	
24	KYC Documents: Address proof (indicate details of documents obtained of the entity/ individual as well as proprietor, partners and directors as per entity category)	
<p style="text-align: center;">Approved by (Subgroup / unit / function head not below the rank of Senior Manager/Zonal Manager)</p>		Signature of the approver:
		Name of the approver:
		Employee ID of the approver:
		Designation of the approver

LIST OF DOCUMENTS TO BE SUBMITTED FOR KYC COMPLIANCE

SR.	CATEGORY	LIST OF DOCUMENTS								
1	Individuals Legal name and any other names used	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">Identification</th> <th style="text-align: center;">Correct permanent address (any one)</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">(any one 1 to 5)</td> <td></td> </tr> <tr> <td> <ol style="list-style-type: none"> 1. Passport 2. Aadhar Card 3. voter's identity card 4. Driving license 5. Employee identity card (subject to the company's satisfaction) </td> <td> <ol style="list-style-type: none"> 1. Latest utility bill 2. Latest bank account statement 3. ration card 4. Original letter from employer 5. Registered rent agreement 6. Any other address proof (subject to the satisfaction of ICICI Home Finance Company) </td> </tr> <tr> <td>6. PAN Card (Mandatory)</td> <td></td> </tr> </tbody> </table>	Identification	Correct permanent address (any one)	(any one 1 to 5)		<ol style="list-style-type: none"> 1. Passport 2. Aadhar Card 3. voter's identity card 4. Driving license 5. Employee identity card (subject to the company's satisfaction) 	<ol style="list-style-type: none"> 1. Latest utility bill 2. Latest bank account statement 3. ration card 4. Original letter from employer 5. Registered rent agreement 6. Any other address proof (subject to the satisfaction of ICICI Home Finance Company) 	6. PAN Card (Mandatory)	
Identification	Correct permanent address (any one)									
(any one 1 to 5)										
<ol style="list-style-type: none"> 1. Passport 2. Aadhar Card 3. voter's identity card 4. Driving license 5. Employee identity card (subject to the company's satisfaction) 	<ol style="list-style-type: none"> 1. Latest utility bill 2. Latest bank account statement 3. ration card 4. Original letter from employer 5. Registered rent agreement 6. Any other address proof (subject to the satisfaction of ICICI Home Finance Company) 									
6. PAN Card (Mandatory)										
2	Partnership Firms	<ol style="list-style-type: none"> 1. Registration Certificate; and 2. Partnership deed; and 3. Permanent Account Number (PAN); and 4. Latest bank account statement in the name of Partnership Firm. 5. Resolution granting authority to partner(s) or employee(s) of the firm to enter into transactions/agreements on its behalf and their names and specimen signature(s); and 6. KYC compliance of the partners, beneficial owners, employees and persons as per the resolution. 								
3	Trusts & Institutions	<ol style="list-style-type: none"> 1. Certificate of Registration; 2. Trust Deed; and 3. Permanent Account Number (PAN) or Form 60 of Trust; and 4. Latest bank account statement in the name of the Trust; and 5. Resolution by the Trustees or Managing Committee in favour of the office bearers of the Trust/Institution to transact on its behalf, their names and specimen signature(s); and 6. KYC compliance of the trustees, settlers, beneficiaries, beneficial owners, authorised signatories as per the resolution. 								
4	Hindu Undivided Family	<ol style="list-style-type: none"> 1. Deed of declaration of HUF & List of coparceners and their specimen signatures alongwith photographs and PAN; and 2. Permanent Account Number (PAN) of HUF; and 3. Latest bank account statement in the name of HUF; and 4. KYC compliance of the Karta of HUF including PAN and Photogarh 								
5	Society	<ol style="list-style-type: none"> 1. Registration Certificate; and 2. Society Rules and Bye-Laws certified by the Chairman/Secretary; and 3. Permanent Account Number (PAN) or Form 60 of Society; and 4. Latest bank account statement in the name of Society; and 5. List of Managing Committee members; and 6. Resolution in favour of persons authorised to act as authorised signatories; and 7. KYC compliance of beneficial owners, authorised signatories. 								
6	Unincorporated Association or Body of Individuals or other Juridical person	<ol style="list-style-type: none"> 1. Permanent Account Number (PAN) or Form 60 of Unincorporated Association or body of individuals or other Juridical Person; and 2. Latest bank account statement in the name of AOP/BOI/Juridical person; and 3. Resolution granting authority to the managing body to transact business on its behalf, their names and specimen signature(s); and 4. KYC compliance of the beneficiaries, beneficial owners and those holding authority to carry out transaction. 								
7	Proprietary Concern	<ol style="list-style-type: none"> 1. KYC compliance of the proprietor; and <p>In addition to the above, any two of the following documents in the name of Proprietary Concern:</p> <ol style="list-style-type: none"> a) Registration Certificate; or b) Certificate/License issued by Municipal Authorities under Shops and Establishment Act; or c) Sales and Income Tax returns; or d) CST/VAT/GST certificate (provisional/final); or e) Certificate/registration document issued by Sales Tax/Service Tax/Professional Tax authorities; or f) IEC (Importer Exporter Code) issued by the office of DGFT or Licence/certificate of practice issued by any professional body incorporated under a statute; or g) Complete Income Tax Return in the name of the sole proprietor where the firm's income is reflected, duly authenticated/acknowledged by the Income Tax authorities; or h) Utility bills such as electricity, water, landline telephone bills. 								