

Annexure -1

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То,				PASSPO	ORT SIZE		
The Chief /Senior Regional Manager Indian Overseas Bank. Regional office				РНОТО			
	APPLICATION FOR EMPANELMENT RSEAS BANK	AS DIRECT SELLI	NG AG	ENT (DS/	A) WITH IN	DIAN	
Indic	mit herewith my application for th In Overseas Bank atcenti ervice and undertake that they a	re. I have read t	he terr	ms and c		•	
1	Full Name (in block letters)						
2	Father's/ Husband Name						
3	Constitution						
4	Date of Birth/incorporation						
5	Age						
6	Address Present:						
		Permanent:					
7	Mobile Number						
8	WhatsApp Contact Number						
9	PAN						
10	GST Registered (Yes/No) If Yes, GST No.						
11	Present Occupation						
12	Present Income Rs.						
13	No.of years in employment						
14	Qualification						
15	Languages Known	Read	Spec	ak	Write		
	i)						
	ii)						
	iii)						

16	Status of empanelment with other Banks. If Yes, Since when and average monthly business	
17	Reference (Min 2 Acceptable to Bank) (Name & Contact	1.
	Number)	2.

I declare that the statement provided in this application and the documents submitted (as per list given below) are true, complete and correct to the best of my knowledge and belief. I further, declare that I am not related to any existing employees of Indian Overseas Bank. I understand that in the event of any information/document being found untrue/incorrect at any stage my application is liable to be rejected and if already empaneled, the empanelment is liable to be terminated. I declare, that no criminal proceedings are pending against me.

Place: Signature:

Date:

Name & Address

I enclose the self-attested copies of following documents along with my above application and shall submit further documents required if any.

- 1. PAN Card.
- 2. GST Registration.
- 3. Voter ID card/Aadhar card (Address Proof)
- 4. Bank statement for last 6 months.
- 5. Education qualification.
- 6. Empanelment letters of other Banks/Fls
- 7. IT returns for the last 3 years/ Commission Income Proof.
- 8. Firm registration/Incorporation / Constitution letters.
- 9. Two recent passport size photos.

Signature of the applicant

Annexure - 2

AGREEMENT FOR EMPANELMENT OF DIRECT SELLING AGENT (DSA)/ HOME LOAN COUNSELORS (HLC)

This Agreement is made in this day of 20XX by and between
INDIAN OVERSEAS BANK, a body corporate constituted under the Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970, having its corporate office at 763, Anna Salai, Chennai 600004 and acting for the purposes of this deed and its branch
(which expression shall, unless repugnant to the context or meaning, include its successors and assigns) of the One Part; AND
Sri/Smt aged years S/W/D of Residing at
OR M/s
g on business as Sole Proprietor/in partnership/company having their office/registered at Branch.
For the Agreement Purpose, Home Loan Counselors and Direct Selling Agents are termed as DSAs only).
(Indian Overseas Bank and the DSA hereinafter are individually referred to as "Party" and collectively as "Parties")
WHEREAS the Bank is desirous of appointing Direct Selling Agent (DSA) with a view to generation of leads for Home Loans of Individuals from various sources as detailed in SCOPE OF SERVICE AND SERVICE LEVELS.
AND WHEREAS the DSA has agreed to act as such authorized DSA on the terms and conditions herein after provided.
AND WHEREAS based on the strength & faith of the assurance & representations made by the DSA, the Bank has decided to empanel you/your establishment as DSA for the

terms & conditions contained herein.

NOW, THEREFORE, THIS AGREEMENT WITNESSETH AS FOLLOWS

- 1. **Definition:** The expression "DSA" shall when the DSA is:
- a) An individual, include his or her, heirs, executors, administrators & permitted assigns & in event borrower is more than an individual it shall include their respective heirs, executors, administrators, & permitted assigns.
- b) A firm, include the partners for the time being of the firm & their respective heirs, executors, successors & permitted assigns.
- c) A company, include its successors & permitted assigns.
- d) An association corporate or incorporate, include its successors & assigns and all members and their respective heirs, executors, administrators and permitted assigns.
- e) A Proprietorship concern, include its proprietor, his/its heirs administrators, executors, successors & permitted assigns.
- f) The term DSA wherever the context so requires (in the event there are more than one individual engaged in the activity) shall mean & be construed as DSAs & the masculine gender, wherever the context so requires shall mean and be construed as the feminine.
- g) Whereas the DSA has /have applied to the Bank for empanelment as Direct Selling Agent (DSA) for the purpose of engaging as a service provider for sourcing of leads for Home loans.

2. Declaration:

The DSA declares that:

- He/She is a citizen of India.
- Proprietorship/partnership/company registered in India.
- He/ She is the principal person.
- He / She possessing sound knowledge about financial products available in market especially Housing Loans of aged above 18 years and less than 68 years.
- DSA should be physically and mentally fit and capable to canvass business.
- He/She is a graduate (10+2+3), local resident and having proficiency in local language and English.
- Shall operate from his /her / its own place / house / office located at & knowing that Bank will not provide any space / infrastructure/ phone facility/ reimbursement of any expenses, for the purpose.
- He/ She/ it will not canvas or do any service under this agreement with any customer in the premises of the Bank without the written consent of the Bank.
- Should have mobile phone facility in his / her / its own name and such expenses should be borne by them only.

3. TERM:

The Period of this Agreement will be initially for 2 years from the date of this agreement. However, at the sole discretion of the Bank, based on the performance of the DSA, it may further be extended as determined by the Bank.

Performance of DSA will be reviewed on a quarterly basis based on their monthly canvassing of Housing Loans and meeting their minimum business requirements.

DSA acknowledges that the extension of this Agreement with the Bank may depend on the performance of the DSA/ Service allotted & the requirement of services to the Bank. In this regard the decision of the Bank shall be final & the DSA shall not have any objection whatsoever, in this regard.

4. SCOPE OF SERVICE AND SERVICE LEVELS:

- a) Generation of leads for Home Loans of individuals from various sources, viz. builders, Home loan expos/ Melas, other promotional events and in personal capacity etc.
- b) Meet intending Home loan borrowers at a place and time convenient to them and explain Home loan product details.
- c) Ensure completion of applications in all respects.
- d) Fill in Home loan applications and obtain all the requisite documents, and deliver to the identified Branch either by him/her/it or through any other person authorized by DSA (in case of non-Individuals) on its behalf for further processing.
- e) The role of DSAs is limited to the sourcing of Housing Loan proposals only.
- f) KYC verification, pre-sanction survey, appraisal, documentation, disbursement and Post sanction inspection in respect of Home loans are to be done by the Bank staff only.
- g) The sanction of the loan will be at the sole discretion of the Bank & on such terms & conditions that the Bank may stipulate.
- h) Credit decision will be of appropriate sanctioning authority on merits. DSA have no right to question credit decision of any such authority or bring undue pressure effecting sanctioning authority.
- i) Nature of empanelment is purely on commission basis and renewal of agreement is based on performance as set by Bank, time to time.

5. PRODUCTS COVERED:

- a) Scope of DSAs will be restricted to Home Loans only. No other products of the bank can be marketed by DSAs.
- b) Any additional Home Loan / loan etc. sanctioned to our existing borrowers by way of extension of equitable mortgage on existing property will not be eligible for payout.

6. MINIMUM BUSINESS CRITERIA:

- a) For Home Loan Counsellors, a minimum business worth Rs.1.00 crore or more per month is stipulated as Minimum Business Criteria. If the HLC fails to bring in a minimum business as mentioned above in a quarter (excluding the first three months of empanelment) his/her services will stand automatically terminated. But he will be paid commission for the proposals already mobilized.
- b) For Corporate DSAs, Minimum Business Criteria is Rs.2.00 Crores per Month or target assigned whichever is higher. Performance of Corporate DSAs will be reviewed at yearly intervals by Bank Continuation on the Bank's panel will be subject to satisfactory performance based on the yearly review.

7. ADMINISTRATIVE CONTROL:

- c) DSA would be under the administrative control of the Regional head of the Bank who will decide their deployment, monitoring and Performance of DSA.
- d) Performance of DSAs to be reported to Chief Manager, Advances Department, Regional office.
- e) The Regional head of the Bank will allocate specific areas / minimum business criteria of operation to each DSA.

8. TRAINING:

- a) DSA will undergo Training Program at Regional Office / Branches as the case may be and will be attached to Branch Head for one month for handholding purpose.
- b) A Hand Book on our Housing Loan Schemes will be provided to DSAs on product information, marketing techniques etc.
- c) Information regarding any change in the product/launch of new product will be properly intimated to DSAs by Regional office through e-mail / personal communication/brochures. Regional Office of the Bank may arrange locational training programs to DSAs in coordination with Staff Training Centres of the Bank.

9. PAYOUT STRUCTURE:

Commission is payable to HLCs and DSAs based on the sanction/disbursement of Housing loans as follows:

Limit Brackets (Sanctioned & Disbursed loans qualify)	New loans	Takeover loan

- a) Payout will be exclusive of Service tax (wherever applicable) and any other tax, if applicable/ payable/ deductible. Tax as applicable would be deducted at source.
- b) Income tax and any other tax, (if applicable as per law) would be deducted and the amount payable shall be net of the same.
- c) The Bank will have the right to recover at its discretion, any money or loss due to the Bank caused by direct/indirect action of the DSA, from the amounts due and payable by the Bank to the DSA, without prejudice to any other remedies available to the Bank for recovering the same.
- d) The DSA shall not be entitled to get any Incentive /Charges /fees /remuneration etc whatsoever in cases where Bank is obliged to pay remuneration to other persons/parties under any other arrangement, for the same loan proposal and decision of the Bank in this regard shall be final and would not be contested on any ground by the DSA.
- e) The DSA will also be not eligible for any Incentive /Charges /fees /remuneration etc whatsoever in case of those customers who have directly approached to the Bank on their own / proposal canvassed by employees of the Bank.
- f) All payments will be made to the DSA by way of transfer to savings / current account maintained with the Bank.
- g) No other payment will be made to DSA in the form of salary/ allowance/ out-of-pocket expenses etc.

10. INDEMNITY:

a) The DSA will indemnify and keep the Bank indemnified against any claims, loss or damages, actions, costs (as between advocate and client) charges and expenses whatsoever which may be brought or made against or sustained or

incurred by the Bank (and whether paid by the Bank or not) or which the Bank become liable under or in respect of or incidental to or relating to empaneling the DSA under this agreement.

b) Commission paid will be recovered fully from respective HLCs/DSAs, in case if the sourced loan by them is shifted to other banks within two years, through their own agency code/tie up.

11. CONFIDENTIALITY:

- a) By virtue of the contract / agreement, the DSA or DSA's team may have access to personal & business information of the Bank & /or bank's customers. Bank has the sole ownership of & the right to use, all such data in perpetuity including any data or other information pertaining to the customer that may be in the possession of the DSA or DSAs team in their course of performing the Service(s) under this agreement.
- b) The DSA hereby represents & warrants that it shall ensure the preservation & protection of the security & confidentiality of the customer information or data which are in their custody or possession. The confidentiality shall survive the expiration or termination of the agreement.

12. TERMINATION:

- a) In the event of pre mature termination / expiry of the empanelment agreement, the DSA undertake to immediately surrender the identity card issued by the Bank to the office of the Bank
- b) The agreement shall automatically be terminated unless renewed by a fresh contract by the Bank immediately after the expiry of the period of empanelment.
- c) Either party may terminate the contract / agreement by giving one-month notice to the other party.

13. BANK'S / RBI'S RIGHT OF INSPECTION AND PERIODIC AUDIT

- a) The Bank / Reserve Bank of India reserves the right to inspect & monitor / assess the progress of the services at any time during the course of this agreement.
- b) The bank may demand & upon such demand being made, bank shall be provided with any document, data, material or any other information which it may require to enable it to assess the progress of the services.
- c) The DSA is required to extend all necessary co-operation to facilitate audit process.
- d) The DSA shall allow the Bank / Reserve Bank of India or person authorized by them to access the Bank/DSA's documents, record & transactions & other necessary information given to or stored or processed by the DSA within a reasonable time. Any supervisory fees payable by the Bank to Reserve Bank of India in connection with appointment of DSAs, shall be borne by DSA & deductable from the commission.
- e) Bank shall utilize the services of internal or external auditors for ensuring proper operations by the DSA

14. COMPLAINT HANDLING AND RESOLUTION:

- a) On complaint redressal procedure / mechanism for dealing with the complaints received either by the bank and forwarded to the DSA or directly by the DSA, in relation to the services provided by the DSA as per this agreement or otherwise.
- b) The DSA shall ensure that complaints are redressed within four days from the receipt of complaint received either from the Bank and forwarded to the DSA or directly rendered by the customer to them.
- c) Banks compensation policy as amended from time to time shall be applicable to DSA, and DSA shall keep the Bank indemnified/compensated of any amount paid to customer on account of any direct/indirect action of the DSA as per the compensation policy of the Bank as amended from time to time without limitation.

15. DISPUTE RESOLUTION

Regional Authority of the Bank shall be the authority for resolution of any disputes / clarification regarding payment of fees, terms of empanelment and the decision taken by them shall be final and binding on the DSA.

16. OTHER TERMS AND CONDITIONS:

a) The Model Code of Conduct for Direct Selling Agents devised by IBA as amended from time to time, shall be constructed/ construed as part of these presents and violation/non observation of any conditions/obligations shall be deemed as violation / breach of the agreement and Bank may take appropriate decision at its discretion including but not limited to black listing the DSA, terminations of

- agreement etc.
- b) The DSA hereby acknowledges that he/she/it has read the said Model Code of Conduct (copy is given in Annexure-1) and has fully understood all the terms and conditions mentioned there in and declare that the DSA shall agree to abide by the said code of conduct in letter and spirit.
- c) In case of unsatisfactory performance or misconduct of DSA, the Bank shall be within its rights to terminate the agreement, with immediate effect without any notice period.
- d) Regional Authority of the Bank shall be the authority to resolve disputes arising out of violation of Code of Conduct.
- e) The DSA shall surrender the identity card issued to him/her/it by the Bank immediately on the date of termination
- f) The Bank will have the right to recover at its discretion, any money or loss due to the Bank, form the amount due and payable by the Bank without prejudice to any other remedies the Bank may adopt for recovering the same.
- g) The DSA shall not collect any amount in any form or other fees from the customer for providing services to the Bank
- h) DSA has to obtain prior approval/consent from the Bank for use of subcontractors for all or part of an outsourced activity.

17. THE DSA:

- a) shall be responsible for all negotiations with personnel relating to salaries and benefits, and shall be responsible for assessments and monitoring of performance and for all disciplinary matters.
- b) shall not knowingly engage any person with a criminal record/conviction and shall bar any such person from participating directly or indirectly in the provision of services under this Agreement.
- c) shall at all times use all reasonable efforts to maintain discipline and good order amongst its personnel.
- d) shall not exercise any lien on any of the assets, documents, instruments or material belonging to Bank and in the custody of the DSA for any amount due or claimed to be due by the DSA from Bank.
- e) shall regularly provide updates to Bank with respect to the provision of the services and shall meet with the personnel designated by Bank to discuss and review its performance at such intervals as may be agreed between the Parties.
- f) shall be responsible for compliance of all laws, rules, regulations and ordinances applicable in respect of its employees, sub-contractors and agents (including but not limited to Minimum Wages Act, Provident Fund laws, Workmen's Compensation Act) and shall establish and maintain all proper records including, but not limited to, accounting records required by any law, code, practice or corporate policy applicable to it from time to time, including records and returns as applicable under labour legislations.
- g) shall not violate any proprietary and intellectual property rights of INDIAN

- OVERSEAS BANK or any third party, including without limitation, confidential relationships, patent, trade secrets, copyright and any other proprietary rights in course of providing services hereunder.
- h) shall ensure that the quality and standards of materials and services to be delivered or rendered hereunder, will be of the kind, quality and timeliness as designated by the Bank and communicated to the DSA from time to time.
- i) shall not work in a manner which, in the reasonable opinion of INDIAN OVERSEAS BANK, may be detrimental to the interests of INDIAN OVERSEAS BANK and which may adversely affect the role, duties, functions and obligations of the Bank as contemplated by this Agreement.
- j) shall be liable to the Bank for any and all losses of any nature whatsoever arisen directly or indirectly by negligence, dishonest, criminal or fraudulent act of any of the representatives and employees of the DSA while providing the services to the Bank.
- k) shall itself perform the obligations under this Agreement and shall not assign, transfer or sub-contract any of its rights and obligations under this Agreement except with prior written permission of Bank.

18. CORPORATE AUTHORITY:

The Parties represent that they have taken all necessary corporate action and sanction to authorize the execution and consummation of this Agreement and will furnish satisfactory evidence of same upon request.

19. LAW, JURISDICTION AND DISPUTE RESOLUTION:

The provisions of this Agreement shall be governed by and, construed in accordance with the Indian law and the courts in India. shall have the exclusive jurisdiction to deal with any issue arising out of this Agreement.

20. PUBLICITY

The DSA shall not use the name and/or trademark/logo of Bank, its group companies or associates in any sales or marketing publication or advertisement, or in any other manner without prior written consent of Bank.

21. INDEPENDENT ARRANGEMENT

This Agreement is on a principal-to-principal basis between the Parties hereto. Nothing contained in this Agreement shall be construed or deemed to create any association, partnership or joint venture or employer-employee relationship or principal-agent relationship in any manner whatsoever between the parties. The DSA acknowledges that its rendering of services is solely within its own control, subject to the terms and conditions agreed upon and agrees not to hold it out to be an employee, agent or servant of Bank or Affiliate thereof.

22. MISCELLANEOUS:

- a) Any provision of this Agreement may be amended or waived if, and only if such amendment or waiver is in writing and signed, in the case of an amendment by each Party, or in the case of a waiver, by the Party against whom the waiver is to be effective.
- b) No failure or delay by any Party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise of any other right, power or privilege. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by law.
- c) Unless otherwise provided herein, all notices or other communications under or in connection with this Agreement shall be given in writing and may be sent by personal delivery or post or courier or facsimile to the person at the address given below. Any such notice or other communication will be deemed to be effective if sent by personal delivery, when delivered, if sent by post, two days after being deposited in the post and if sent by courier, one day after being deposited with the courier, and if sent by facsimile, when sent (on receipt of a confirmation to the correct facsimile number).

The addresses referred to hereinabove are: If to the INDIAN OVERSEAS BANK:

The Senior Regional	Manager/ Chief Regional Manager
Indian Overseas Bar	nk
Regional Office	
(City)	
Email id :	

- d) Limitation of Liability: In the event of termination by either parties in accordance with any of these provisions of this agreement, neither party shall be liable to the other, because of the termination for compensations, reimbursements or damages on account of loss of prospective profits or anticipated sales or on account of expenditures or commitments in connection with the business or good will of the Bank or Direct Selling Agents (DSAs).
- e) This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior written agreements, understandings and negotiations, both written and oral, between the Parties with respect to the subject matter of this Agreement. No representation, inducement, promise, understanding, condition or warranty not set forth herein has been made or relied upon by any Party hereto.
- f) Neither this Agreement nor any provision hereof is intended to confer upon any Person other than the Parties to this Agreement any rights or remedies hereunder.
- g) In connection with this Agreement, as well as all transactions contemplated by

this Agreement, each Party agrees to execute and deliver such additional documents and to perform such additional actions as may be necessary, appropriate or reasonably requested to carry out or evidence the transactions contemplated hereby.

- h) If any provisions of this agreement is held to be invalid by court of competent jurisdiction, then the remaining provisions shall nevertheless remain in full force and effect.
- i) Heading used in this agreement are provided for convenience only and shall not be used to construe meaning or intent.
- j) The invalidity or unenforceability of any provisions of this Agreement in any jurisdiction shall not affect the validity, legality or enforceability of the remainder of this Agreement in such jurisdiction or the validity, legality or enforceability of this Agreement, including any such provision, in any other jurisdiction, it being intended that all rights and obligations of the Parties hereunder shall be enforceable to the fullest extent permitted by law.
- k) The captions herein are included for convenience of reference only and shall be ignored in the construction or interpretation hereof.
- I) This Agreement has been signed in duplicate, each of which shall be deemed to be an original.

IN WITNESS WHEREOF, this Agreement has been executed by the Parties hereto on the day and year first above written.

Signed and Delivered by the within named
Indian Overseas Bank, by the hand of Sri,
For Indian Overseas Bank its authorized official in the presence of:
1. 2.
Signed and Delivered by the within named
DSA by the hand of Sri,
1. 2.

Code of Conduct and Responsibilities

- a) HLC shall prominently display the Identity Card issued to him by the Bank while
- b) dealing with the prospective customer (prospect) on behalf of the Bank.
- c) HLCs should handle with care their responsibilities particularly aspects like soliciting customers, hours of calling, privacy of customer information and conveying correct information about products on offer, etc.
- d) HLCs will not handle, on behalf of the Bank, any transaction for which they are not authorized as per the agreement.
- e) HLCs should not resort to intimidation or harassment of any kind, either verbal or physical, against any person while dealing on behalf of the Bank. HLC will refrain from action that could damage the integrity and reputation of the Bank.

Dos & Donts of HLCs:

Every HLC shall -

- a) Adhere to extant instructions as specified in Bank's fair practice code for lending.
- b) Disseminate requisite information in respect of products offered by the Bank through him and take into account, the needs of the prospect while recommending the specific product.
- c) Render necessary assistance to the prospect in complying with requirements for transacting business with the Bank.
- d) Not enter the prospect's residence / office against his / her wishes.
- e) Respect the prospect's privacy.
- f) If the prospect is not present and only family members / office persons are present at the time of the visit, end the visit with a request for the prospect to call back.
- g) Provide his / her telephone number or the concerned Bank office's contact details, if asked for by the customer.
- h) Limit discussions with the prospect to the business on hand Maintain a professional distance.
- i) Any communication sent to the prospect should be only in the mode and format approved by the Bank.
- j) Normally discuss the prospect's interest only with the prospect or any other individual / family's accountant / Secretary / spouse authorized by the prospect.
- k) Be properly dressed.

Signature of DSA/HLC

Don'ts

HLC shall not -

- a) Solicit or procure any business without holding valid authority for this purpose.
- b) Induce the prospect to omit any material information.
- c) Induce the prospect to submit any wrong information or documents.
- d) Behave in a discourteous manner with the prospect.
- e) Offer different rates, advantages, terms and conditions other than those offered by the Bank.
- f) Mislead the prospect on any service / product offered.
- g) Mislead the prospect about their business or organization's name, or falsely represent themselves.
- h) Make any false / unauthorized commitment on behalf of the Bank for any Facility/service.
- i) Accept gifts or bribes of any kind from the prospects. If offered a bribe or payment of any kind, he/she must report the offer to his/her management.
- j) Share any customer information, in any form whatsoever, with any other person / entity.
- k) Violate this code.
- I) Use professional status as IOB HLC/DSA for furthering personal relations with the customers.
- m) Divulge unauthorized information, written or spoken, to any customer or any other person.
- n) Use obscene, profane or abusive language and / or hold out any threats.
- o) Use violent or any criminal means which may harm the reputation or property of the borrower, guarantor or any other person.
- p) Act in any manner which will affect the reputation of the Bank.

Signature of DSA/HLC

Annexure - IV

Format of Identity Card for Home Loan Counselor/ DSAs (ID card must be laminated)

Front Side		Back Side			
NON EMPLOYEE ID CARD IOB HOME LOAN COUNSELLOR/ DIRECT SELLING AGENT (empaneled with IOB Regional Office)		Telephone No. of the Card Holder Issued by Indian Overseas Bank Regional Office,			
Valid till Name : (FULL NAME		Full Address of the Regional Office			
		Telephone No. of the Regional Office			
ID No. (CENTRAL REGISTRY ID)	Latest Stamp Size Photograph	Date of Issue –			
(Warning — This card only for the purpose while providing Home Services on behalf of Bank during the mentioned above. CAN EMPLOYEE of India He/She has been emfor sourcing of Hocommission basis. Us identification at oprohibited by Indian Cartifolian Cartifoli	e of identification Loan Counseling Indian Overseas validity period and holder is NOT noverseas Bank. panelled with IOB ousing Loans on ther places is	If found lost, please return to above office address.			
Signature of Authoriz	zed Signatory				

Annexure -V

To,						ı
Indi	Chief /Senior Regional Manager an Overseas Bank. ional office			PASSPC PHOTO	ORT SIZE GRAPH	
	APPLICATION FOR EMPANELMEN	IT AS DIRECT SE	LLING A	AGENT (DSA) WITH	I INDIAN
for I	omit herewith my application for ndian Overseas Bank at ting to the service and undertake	centre. I have i	read th	ne terms	and con	
1	Full Name (in block letters)					
2	Father's/ Husband Name					
3	Constitution					
4	Date of Birth/incorporation					
5						
6	Address	Present:				
		Permanent:				
7	Mobile Number					
8	WhatsApp Contact Number					
9	PAN					
10	GST Registered (Yes/ No) If Yes, GST No.					
11	Present Occupation					
12	Present Income Rs.					
13	No.of years in employment					
14	Qualification					
15	Languages Known	Read	Spec	ık	Write	
	i)		1			
	ii)					
	iii)					

16	Status of empanelment with other Banks. If Yes, Since when and average monthly business	
17	Reference (Min 2 Acceptable to Bank) (Name & Contact	1.
	Number)	2.

I declare that the statement provided in this application and the documents submitted (as per list given below) are true, complete and correct to the best of my knowledge and belief. I further, declare that I am not related to any existing employees of Indian Overseas Bank. I understand that in the event of any information/document being found untrue/incorrect at any stage my application is liable to be rejected and if already empaneled, the empanelment is liable to be terminated. I declare, that no criminal proceedings are pending against me.

Place: Signature:

Date:

Name & Address

I enclose the self-attested copies of following documents along with my above application and shall submit further documents required if any.

- 10. PAN Card.
- 11. GST Registration.
- 12. Voter ID card/Aadhar card (Address Proof)
- 13. Bank statement for last 6 months.
- 14. Education qualification.
- 15. Empanelment letters of other Banks/Fls (if any)
- 16. IT returns for the last 3 years/ Commission Income Proof.
- 17. Firm registration/Incorporation /Constitution letters.
- 18. Two recent passport size photos.

Signature of the applicant

Annexure -6

AGREEMENT FOR EMPANELMENT OF DIRECT SELLING AGENT (DSA)/ VEHICLE LOAN COUNSELORS (VLC)

This Agreement is made in on this day of 20XX by and between
INDIAN OVERSEAS BANK, a body corporate constituted under the Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970, having its corporate office at 763, Anna Salai, Chennai 600004 represented by its branch
shall, unless repugnant to the context or meaning, include its successors and assigns) of the One Part; AND
Sri/Smt aged years S/W/D of Residing at
OR M/s
carrying on business as Sole Proprietor/in partnership/company having their office/registered at
& represented by its proprietor / partner(s)/ Director(s) Mr./Ms Residing at (Hereinafter referred to as the DSA)
(For the Agreement Purpose, Vehicle Loan Counselors and Direct Selling Agents are termed as DSAs only)
(Indian Overseas Bank and the DSA hereinafter are individually referred as Bank and DSA and collectively as "Parties")
WHEREAS the Bank is desirous of appointing Direct Selling Agent (DSA) with a view to generate leads for Vehicle Loans of Individuals from various sources as detailed in SCOPE OF SERVICE.
AND WHEREAS the DSA has agreed to act as authorized DSA on the terms and conditions herein after mentioned.
AND WHEREAS based on the assurance and representations made by the DSA, the Bank has agreed to take the services of the DSA for the terms and conditions contained

herein:

NOW, THIS AGREEMENT WITNESSETH AS FOLLOWS

3. DEFINITION:

The expression "DSA" shall include the following:

- h) An individual, including his or her heirs, executors, administrators & permitted assigns & in event borrower is other than an individual it shall include their respective heirs, executors, administrators, & permitted assigns.
- i) A firm, includes the partners for the time being of the firm & their respective heirs, executors, successors & permitted assigns.
- i) A company, include its successors & permitted assigns.
- k) An association corporate or incorporate, includes its successors & assigns and all members and their respective heirs, executors, administrators and permitted assigns.
- I) A Proprietorship concern, includes its proprietor, his/its heirs, administrators, executors, successors and permitted assigns.
- m) The term DSA wherever the context so requires (in the event there are more than one individual engaged in the activity) shall mean and be construed as DSAs and the masculine gender, wherever the context so requires shall mean and be construed as the feminine.
- n) Whereas the DSA has applied to the Bank for empanelment as Direct Selling Agent (DSA) for the purpose of service provider for sourcing of leads for Vehicle loans.

The expression "prospect" means prospective customer solicited by DSA.

4. DECLARATION:

The DSA declares that:

- He / She is possessing sound knowledge about financial products available in market especially Vehicle Loans.
- He/ She is aged above 18 years and less than 68 years.
- He/ She is a graduate and +2 passed, local resident and having proficiency in local language and English.
- Shall operate from his /her / its own place / house / office and aware that Bank shall not provide any space / infrastructure/ phone facility/ reimbursement of any expenses, for the purpose.
- He/ She/ it will not canvass or do any service under this agreement with any customer in the premises of the Bank.
- Should have mobile phone facility in his / her / its own name and expenses relating to mobile phone should be borne by them only.

17. TERM:

The Period of this Agreement will be initially for 2 years from the date of this agreement. However, at the sole discretion of the Bank, based on the performance of the DSA, it may further be extended for every 2 years by the Bank.

Performance of DSA will be reviewed on a quarterly basis based on their monthly canvassing of Vehicle Loans and meeting their minimum business requirements.

The extension of this Agreement depends upon the performance of the DSA or any other Service allotted to DSA and also the requirement of services to the Bank. In this regard, the decision of the Bank shall be final and the DSA shall not have any objection whatsoever, in this regard.

Bank has the discretion not to renew the agreement or to terminate the agreement immediately without reasons to be specified.

18. SCOPE OF SERVICE AND SERVICE LEVELS:

Obtain leads on Car Loan requirements of individuals from various sources, viz. Authorized Dealers of leading Car Companies.

- a) Meet intending Vehicle loan borrowers at a place and time convenient to them and explain Vehicle loan product details.
- b) Ensure completion of applications in all respects.
- c) Fill in Vehicle loan applications and obtain all the requisite documents, and deliver to the identified (Branch/Retail Mart) either by him/her/it or through any other person authorized by DSA (in case of non-Individuals) on its behalf for further processing.
- d) The scope of empanelment is limited to sourcing new Car loans only.
- e) Only Personal Segment Car Loans are eligible.
- f) Minimum ticket size of the loan amount will be advised by Bank time to time.
- j) KYC verification, pre-sanction survey, appraisal, documentation, disbursement and Post sanction inspection in respect of Vehicle loans shall be taken care by the Bank.
- k) The sanction of the loan applications sourced is solely at the discretion of the Bank and on such terms and conditions that the Bank may stipulate.
- I) Credit decision will be of appropriate sanctioning authority on merits. VLCs have no right to question credit decision of any such authority or bring undue pressure on the sanctioning authority. DSA shall not insist loan sanction of the applications sourced by them as a matter of right.
- m) There is no restriction in geographical area for operation of VLC/DSA. However, DSA(corporate) should have minimum presence in 3 districts in any State.
- n) DSA/HLCs empaneled in our Bank can also be considered as DSA/VLC subject to fulfilment of eligibility criteria, Minimum Business Target etc. However, commission payable will be separate as per the volume of business done by them under each

- category.
- o) In case of Car Loan proposal canvassed by DSAs/VLCs and concerned dealer also have tie up with our Bank, then commission will be payable only to DSA/VLC.
- p) Bank's Policy on DSA/VLC and Dealer Pay Out Policy are mutually exclusive and separate.

19. PRODUCTS COVERED:

Scope of DSAs/VLCs will be restricted to Vehicle Loans only. No other products of the bank shall be marketable by DSAs/VLCs except housing loan products as per Para 4 (j) of the agreement.

20. MINIMUM BUSINESS CRITERIA:

- 1. Minimum target for quantum of business is Rs.15 lacs per month without restriction in number of accounts.
- 2. VLC has to bring in an average minimum business of Rs.50.00 lacs in a span of 3 months from the month of empanelment. First three months is considered as cooling period and excluded for minimum business criteria.
- 3. Two subsequent failure of achieving 3 months target shall lead to termination of contract automatically. However, he/she will be paid commission for the proposals already mobilized.
- 4. Performance of VLCs will be reviewed at half yearly intervals by Regional Managers. Continuation on the Bank's panel will be subject to satisfactory performance based on the half yearly review. Termination of VLCs is purely under discretion of Regional Managers based on branch recommendation.
- 5. For Corporate DSAs including NBFCs, Minimum Business Criteria is Rs. 50.00 Lacs per Month or target assigned whichever is higher. Performance of Corporate DSAs shall be reviewed by Bank annually. Continuation on the Bank's panel will be subject to satisfactory performance based on the Annual review.

21. CONTROL:

- a) The Regional head of the Bank shall decide their deployment and monitor the performance of DSA.
- b) Branches may advise specific areas where canvassing is to be made and minimum requirement to each DSA as required by the Regional Manager.

22. PAYOUT STRUCTURE:

Commission is payable to VLCs and DSAs based on the sanction/disbursement of Carloans as follows:

Limit Brackets	Commission amount

Commission is payable only on sanctioned loans.

- 1. Commission will be paid separately for New Loans at the applicable rates on monthly intervals.
- 2. Commission is payable only for loans of Rs.3 lakhs and above.
- 3. Commission will be payable only by Regional offices on the basis of report submitted by their branches.
- 4. Vendor code to be assigned to each DSA/VLC in finacle while payment of commission.
- 5. Commission paid will be recovered fully from respective VLCs/DSAs, in case if the sourced loan by them is shifted to other banks within two years, through their own agency code/tie up.

Other conditions regarding Payment of Commission:

- a) Payment of commission shall be exclusive of Service tax (wherever applicable) and any other tax, if applicable/ payable/ deductible. Tax as applicable shall be deducted at source.
- b) Income tax and any other tax, (if applicable as per law) shall be deducted and the commission payable shall be net of the same.
- c) The Bank shall have the right to recover at its discretion, any money or loss due to the Bank caused by direct/indirect action of the DSA, from the amounts due and payable by the Bank to the DSA, without prejudice to any other remedies available to the Bank for recovering the same.
- d) The DSA shall not be entitled to get any Incentive /Charges /fees /remuneration etc whatsoever in cases where Bank is obliged to pay remuneration to other persons/parties under any other arrangement, for the same loan proposal and decision of the Bank in this regard shall be final and would not be contested on any ground by the DSA.
- e) The DSA will also be not eligible for any Incentive /Charges /fees /remuneration etc whatsoever in case of those customers who have directly approached the Bank on their own / proposal canvassed by employees of the Bank.
- f) All commission payments shall be made to the DSA by way of transfer to savings

- / current account maintained with the Bank.
- e) The DSA is not entitled for any other payment other than that discussed under this agreement.

23. TRAINING:

- a) Necessary training on Vehicle Loans will be given by Regional Office / Branch to DSAs/VLCs.
- b) Information regarding any change in the product/ launch of new product will be properly intimated to DSAs/VLCs by Regional office through e-mail / personal communication/ brochures to update themselves on the product.

24. INDEMNITY:

- The DSA/ VLC will indemnity and keep indemnified the Bank against any claims, loss or damages, actions, costs, charges and expenses whatsoever which many be brought or made against or sustained or incurred by the Bank (and whether paid by the Bank or not) or which the Bank become liable under or in respect of or incidental to or relating to empaneling the DSA/VLC under the agreement frivolous.
- Commission paid will be recovered fully from respective VLCs/DSAs, in case if the sourced loan by them is shifted to other banks within two years, through their own agency code/tie up.

25. CONFIDENTIALITY:

By virtue of this agreement, the DSA/VLC including their authorized representative may have access to business information of the Bank and personal information of bank's customers. Bank has the right to use, all such data in fiduciary capacity in perpetuity including any data or other information pertaining to the customer that may be in the possession of the DSA or his authorized representatives in the course of performing the Service(s) under this agreement. The DSA/VLC hereby represents and warrants that it shall ensure the preservation and protection of the security and confidentiality of the customer information and data which are in the custody or possession. The confidentiality shall survive the termination of the agreement.

26. TERMINATION:

- a) In the event of pre mature termination / expiry of the empanelment agreement, the DSA/VLC undertakes to surrender the identity card issued by the Bank immediately.
- b) The agreement shall automatically be terminated unless it is renewed by the Bank on the expiry of the period of empanelment.
- c) Either party may terminate the contract / agreement by giving one-month notice to the other party except for circumstances not specifically stated in the agreement for automatic termination.

27. BANK'S / RBI'S RIGHT OF INSPECTION AND PERIODIC AUDIT:

- a) The Bank / Reserve Bank of India reserves the right to inspect and monitor / assess the progress of the services at any time during the course of this agreement.
- b) The bank may demand and upon such demand being made, it shall be provided with any document, data, material or any other information which it may require to assess the progress/performance of the services assigned.
- c) The DSA is required to extend all necessary co-operation to facilitate audit process.
- d) The DSA shall allow the Bank or any other statutory authorities or persons authorized by them to access the Bank/DSA's documents, records, transactions and other necessary information given to or stored or processed by the DSA within a reasonable time. Any charges on such inspection shall be borne by DSA.
- e) Bank shall utilize the services of internal or external auditors for ensuring proper operations by DSA/VLC.

28. COMPLAINT HANDLING AND RESOLUTION:

Any complaint received by DSA/VLC either through Bank or directly from any customer, has to be redressed by DSA/VLC within four working days upon receipt of such complaints.

29. DISPUTE RESOLUTION:

Regional Manager of the Bank shall be the authority for resolution of any disputes / clarification regarding payment of fees, terms of empanelment and the decision taken by them shall be final and binding on the DSA/VLC.

30. OTHER TERMS AND CONDITIONS:

- a) The Model Code of Conduct for Direct Selling Agents devised by IBA as amended from time to time, shall be construed as part of this agreement and violation/ nonobservation of any conditions/obligations shall be deemed as violation / breach of the agreement and Bank shall take appropriate decision at its discretion including but not limited to black listing the DSA/VLC, terminations of agreement etc.
- b) The DSA/VLC hereby acknowledges that he/she/it has read the said Model Code of Conduct (copy is given in Annexure-1) and has fully understood all the terms and conditions mentioned there in and declare that the DSA/VLC shall agree to abide by the said code of conduct in letter and spirit.
- c) In case of unsatisfactory performance or misconduct of DSA/VLC, the Bank shall be within its rights to terminate the agreement, with immediate effect without any notice period.
- i) Regional Manager of the Bank shall be the authority to resolve disputes arising out of violation of Code of Conduct.
- j) The DSA/VLC shall surrender the identity card issued to him/her/it by the Bank immediately on the date of termination
- k) The Bank will have the right to recover at its discretion, any money or loss due to the Bank, from the amount due and payable by the Bank without prejudice to any other remedies the Bank may adopt for recovering the same.
- I) The DSA/VLC shall not collect any amount in any form or other fees from the customer for providing services to the Bank.

23. CORPORATE AUTHORITY:

The Parties represent that they have taken all necessary corporate approval and sanction to authorize the execution of this Agreement and furnished satisfactory evidence of same while signing the agreement.

24. LAW, JURISDICTION AND DISPUTE RESOLUTION:

The provisions of this Agreement shall be governed by and, construed in accordance with the Indian law and the courts in India, which shall have the exclusive jurisdiction to deal with any issue arising out of this Agreement. The Jurisdiction of the Court shall be at the place where Regional Office (recommending/sanctioning authority for empanelment) of concerned DSA/VLC is situated.

25. PUBLICITY:

The DSA shall not use the name and/or trademark/logo of Bank, its group companies or associates in any sales or marketing publication or advertisement, or in any other manner without prior written consent of Bank.

26. INDEPENDENT ARRANGEMENT:

This Agreement is on a principal-to-principal basis between the Parties hereto. Nothing contained in this Agreement shall be construed or deemed to create any association, partnership or joint venture or employer-employee relationship or principal-agent relationship in any manner whatsoever between the parties. The DSA acknowledges that its rendering of services is solely within its own control, subject to the terms and conditions agreed upon.

27. MISCELLANEOUS:

- d) Any provision of this Agreement may be amended or waived of, and only if such amendment or waiver is in writing and signed by both the parties.
- e) No failure or delay by any Party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise of any other right, power or privilege. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by law.
- f) Unless otherwise provided herein, all notices or other communications under or in connection with this Agreement shall be given in writing and may be sent by personal delivery or post or courier or facsimile to the person at the address given below. Any such notice or other communication will be deemed to be effective if send by personal delivery, when delivered; if sent by post/courier, when actually received and if sent by facsimile, when sent on receipt of a confirmation to the correct facsimile number.

The addresses referred to hereinabove are:

If to the INDIAN OVERSEAS BANK:

Indian Overseas Bank Regional Office			
(City) Email id :			
If to the DSA:			

The Senior Regional Manager/ Chief Regional Manager

- m) This agreement between the parties with respect to the subject matter hereof supersedes all prior written agreements, understandings and negotiations, both written and oral, between the Parties.
- n) Neither this Agreement nor any provision hereof is intended to confer upon any

- Person other than the Parties to this Agreement any rights or remedies hereunder.
- o) In connection with this Agreement, as well as all transactions contemplated by this Agreement, each Party agrees to execute and deliver such additional documents and to perform such additional actions as may be necessary, appropriate or reasonably required to carry out or evidence the transactions contemplated hereby.
- p) The invalidity or unenforceability of any provisions of this Agreement in any jurisdiction shall not affect the validity, legality or enforceability of the remainder of this Agreement in such jurisdiction or the validity, legality or enforceability of this Agreement, including any such provision, in any other jurisdiction, it being intended that all rights and obligations of the Parties hereunder shall be enforceable to the fullest extent permitted by law.
- q) The captions herein are included for convenience of reference only and shall be ignored in the construction or interpretation hereof.
- r) This Agreement has been signed in duplicate, each of which shall be deemed to be an original and shall be kept with both the parties.

IN WITNESS WHEREOF, this Agreement has been executed by the Parties hereto on the day and year first above written.

Signed and Delivered by
Indian Overseas Bank, by the hand of Sri
For Indian Overseas Bank its authorized official in the presence of: 1. 2.
Signed and Delivered by
DSA by the hand of Sri, 1. 2.

Annexure-7

Code of Conduct and Responsibilities

- 1. DSA/VLCs shall prominently display the Identity Card issued to him by the Bank while dealing with the prospective customer (prospect) on behalf of the Bank.
- 2. DSA/ VLCs should diligently handle their responsibilities particularly aspects like soliciting customers, hours of calling, privacy of customer information and conveying correct information about products on offer, etc.
- 3. DSA/VLCs will not handle, on behalf of the Bank, any transaction for which they are not authorized as per the agreement.
- 4. DSA/VLCs should not resort to intimidation or harassment of any kind, either verbal or physical, against any person while dealing on behalf of the Bank. DSA/VLC will refrain from action that could damage the image and reputation of the Bank.

Dos & Donts of VLCs:

Every VLC/DSA shall –

- a) Adhere to extant instructions as specified in Bank's fair practice code for lending.
- b) Disseminate requisite information in respect of products offered by the Bank through him and take into account, the needs of the prospect while recommending the specific product.
- c) Render necessary assistance to the prospect in complying with requirements for transacting business with the Bank.
- d) Not to enter the prospect's residence / office against his / her wishes.
- e) Respect the prospect's privacy.
- f) If the prospect is not present and only family members / office persons are present at the time of the visit, end the visit with a request for the prospect to call back.
- g) Provide his / her telephone number or the concerned Bank office's contact details, if asked for by the customer.
- h) Limit discussions with the prospect to the business on hand Maintain a professional distance.
- i) Any communication sent to the prospect should be only in the mode and format approved by the Bank.
- j) Normally discuss the prospect's interest only with the prospect or any other individual / family's accountant / Secretary / spouse authorized by the prospect.
- k) Be properly dressed.

Don'ts

VLC/ DSAs shall not -

- a) Solicit or procure any business without holding valid authority for this purpose.
- b) Induce the prospect to omit any material information.
- c) Induce the prospect to submit any wrong information or documents.
- d) Behave in a discourteous manner with the prospect.
- e) Offer different rates, advantages, terms and conditions other than those offered by the Bank.
- f) Mislead the prospect on any service / product offered.
- g) Mislead the prospect about their business or organization's name, or falsely represent themselves.
- h) Make any false / unauthorized commitment on behalf of the Bank for any Facility/service.
 - i) Accept gifts or bribes of any kind from the prospects. If offered a bribe or payment of any kind, he/she must report the offer to his/her management.
 - j) Share any customer information, in any form whatsoever, with any other person / entity.
 - k) Violate the code of conduct prescribed herein.
 - I) Use professional status as VLC/DSA for furthering personal relations with the customers.
 - m) Divulge unauthorized information, written or spoken, to any customer or any other person.
 - n) Use obscene, profane or abusive language and / or hold out any threats.
 - o) Use violent or any criminal means which may harm the reputation or property of the borrower, guarantor or any other person.
 - p) Act in any manner which will affect the reputation of the Bank.

Annexure -8

UNDERTAKING FROM DSA/VLC:

THE DSA/VLC:

- k) shall be responsible for all negotiations with personnel relating to salaries and benefits, and shall be responsible for assessments and monitoring of performance and for all disciplinary matters.
- I) shall not knowingly engage any person with a criminal record/conviction and shall bar any such person from participating directly or indirectly in the provision of services under this Agreement.
- m) shall at all times use all reasonable efforts to maintain discipline and good order amongst its personnel.
- n) shall not exercise any lien on any of the assets, documents, instruments or material belonging to Bank and in the custody of the DSA for any amount due or claimed to be due by the DSA from Bank.
- o) shall regularly provide updates to Bank with respect to the provision of the services and shall meet with the personnel designated by Bank to discuss and review its performance at such intervals as may be agreed between the Parties.
- p) shall be responsible for compliance of all laws, rules, regulations and ordinances applicable in respect of its employees and agents including but not limited to Minimum Wages Act, Provident Fund laws, Workmen's Compensation Act, Employees State Insurance Act and shall establish and maintain all proper records including, but not limited to, accounting records required by any law, code, practice or corporate policy applicable to it from time to time, including records and returns as applicable under labour legislations/ law of the Land.
- q) shall not violate any proprietary and intellectual property rights of INDIAN OVERSEAS BANK or any third party, including without limitation, confidential relationships, patent, trade secrets, copyright and any other proprietary rights in course of providing services hereunder.
- r) shall ensure that the quality and standards of materials and services to be

- delivered or rendered hereunder, will be of the kind, quality and timeliness as designated by the Bank and communicated to the DSA from time to time.
- s) shall not work in a manner which, in the reasonable opinion of INDIAN OVERSEAS BANK, may be detrimental to the interests of INDIAN OVERSEAS BANK and which may adversely affect the role, duties, functions and obligations of the Bank as contemplated by this Agreement.
- t) shall be liable to the Bank for any and all losses of any nature whatsoever arisen directly or indirectly by negligence, dishonest, criminal or fraudulent act of any of the representatives and employees of the DSA while providing the services to the Bank.
- I) shall itself perform the obligations under this Agreement and shall not assign, transfer or sub-contract any of its rights and obligations under this Agreement except with prior written permission of Bank.

Signature of VLC/ Authorized Signatory of DSA

Annexure 9

Format of Identity Card for Vehicle Loan Counselor/ DSAs (ID card must be laminated)

Front Side	ID cara must b	Back Side
Front Side		Dack Side
NON EMPLOYEE ID CARD IOB VEHICLE LOAN COUNSELLOR/ DIRECT SELLING AGENT (empaneled with IOB Regional Office)		Telephone No. of the Card Holder Issued by Indian Overseas Bank Regional Office,
Valid till		Full Address of the Regional Office
Name : (FULL NAME IN	-	Telephone No. of the Regional Office
	Latest Stamp Size Photograph	Date of Issue –
ID No. (CENTRAL REGISTRY ID) (Warning – This card has been issued only for the purpose of identification while providing Vehicle Loan Counseling Services on behalf of Indian Overseas Bank during the validity period mentioned above. Card holder is NOT AN EMPLOYEE of Indian Overseas Bank. He/She has been empanelled with IOB for sourcing of Vehicle Loans on commission basis. Use of this card for identification at other places is prohibited by Indian Overseas Bank.)		If found lost, please return to above office address.
Signature of Authorized Signatory		

