



**PORTFOLIO MANAGEMENT SERVICES**  
APPLICATION FORM

**Rest Assured**



**BUILT ON RULES**



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## Instructions

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### Instructions for Applicants:

1. Read the Portfolio Management Services Application Form ("Form") carefully and in case of any queries, please contact the concerned officials of our respective local office.
2. Please fill the details in CAPITAL LETTERS ONLY preferably with Ball-Point pen.
3. GST if applicable, needs to be filled in compulsorily.
4. Form shall be duly completed and signed.
  - a) 'N.A.' shall be mentioned in the columns not applicable to the Applicant.
  - b) In case of additional information, kindly add separate Annexure to the Form.
  - c) All corrections in the Form need to be countersigned with full signature of all joint-holders. White ink is not allowed either in Form or Agreement.
5. Signatures are required to be done by all joint holders on all pages of the Agreement / Power of Attorney / Form / annexure wherever indicated.
6. Please take note that signature of valid proof submitted by the Applicant will be used for signature verification.
7. Appropriate rubber stamp must be affixed along with all signatures for Non-Individual Applicants.
8. Signatures can be in English, Hindi or any other languages contained in the 8th Schedule of the Constitution of India. Languages other than 8th Schedule, and thumb impressions must be attested by a Magistrate or a Notary Public or a Special Executive/Magistrate under official seal. The Name and Address, Telephone Numbers of the same are to be provided if the attestation is done by them.
9. In case PAN is without photograph, other photo identity proofs like valid Driving Licence, Voter ID, Passport, etc. should be provided in addition to copy of PAN.
10. Specific instructions shall be given by the Applicant to the Portfolio Manager in case the Applicant cannot invest in any sector / security.
11. Other Instructions:
  - a) Photographs of all the Applicants shall be pasted in the space provided for, and to be signed across the photographs in a way that signature is partially on photo and on Form.
  - b) All supporting documents required along with the Form are required to be certified as true.
  - c) All supporting documents shall be stamped with a "Verified against Original" stamp and also self-attested by the Applicant OR All supporting documents shall be certified as true / verified by a Chartered Accountant or any competent authority who is authorized to do the same.
  - d) The supporting documents are required for all joint holders.
12. In case any of the PMS Account Holder is KRA KYC Non-Compliant or CKYC Non-Compliant, relevant KYC form along with supporting documents (Self Certified) required along with the PMS Application Form.
13. Investors are requested to use same pen (ink) for form filling and signatures across the documents.

## DOCUMENT CHECKLIST FOR NJ PMS

### Important Notes

- In case of non individual investors, all Authorised signatories shall be KYC compliant. If not, KYC registration form along with the supporting documents as mentioned in the KYC form is to be provided.
- In case the address is not as per the KYC records, Investors are requested to provide KYC modification request.
- If any proof of identity or address is in a foreign language, then translation into English is required.
- Sole proprietor must make the application in his individual name & capacity.
- For Proof of Bank account provide Investment cheque having preprinted name and bank details OR Proof of bank account attested by the Individual / Karta / Authorised signatories with organisation stamp (copy of cancelled cheque leaf/ Bank statement/Bank passbook/Letter from bank); [bank passbook, statement should not be older than 3 months].

Sr No	Documents	Individual / Sole Proprietorship	HUF	Company	LLP / Partnership Firm	Trust	Registered Society
1	Copy of PAN attested by the Individual / Karta / authorised signatories with organisation stamp	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
2	Proof of bank account	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
3	Photographs of Individual / Karta / authorised signatories (to be affixed in of Account opening form)	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
4	List of Directors/ Designed Partners/ Trustees/ Managing Committee members/Partners/Karta with photographs, self attested copy of PAN and address proof	-	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
5	List of Authorised signatories with Name, Photographs and signature along with self attested copy of PAN and address proof	-	-	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
6	Board Resolution / Authorisation letter for investment in PMS (sample format provided in the PMS application form as "Annexure -1")	-	-	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
7	Constituent Document	-	HUF DEED / List of Co-parceners	COI, COB, MOA & AOA	LLP / PARTNERSHIP DEED	TRUST DEED	Society Rules and Bye laws
8	Copy of Audited Annual Financial Statements for last 2 years OR If the organisation is newly incorporated, net worth certificate from CA attested by authorized signatory along with organisation stamp	-	-	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
9	FATCA and UBO declaration (Already part of the application form)	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
10	Know Your Customer (KYC OR C KYC) and related proofs - If investor is KYC non compliant refer KYC form	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>



# Portfolio Management Services Application Form

## ADDITIONAL DETAILS

Details	Sole/First Holder	Second Holder	Third Holder
<b>Annual average Income of last 3 FYs</b> <small>(Please tick {✓})</small>	<input type="checkbox"/> Upto Rs. 1,00,000 <input type="checkbox"/> Rs. 1,00,001 to 5,00,000 <input type="checkbox"/> Rs. 5,00,001 to 10,00,000 <input type="checkbox"/> Rs. 10,00,001 to 25,00,000 <input type="checkbox"/> Rs. 25,00,001 to 1,00,00,000 <input type="checkbox"/> More than Rs. 1,00,00,000	<input type="checkbox"/> Upto Rs. 1,00,000 <input type="checkbox"/> Rs. 1,00,001 to 5,00,000 <input type="checkbox"/> Rs. 5,00,001 to 10,00,000 <input type="checkbox"/> Rs. 10,00,001 to 25,00,000 <input type="checkbox"/> Rs. 25,00,001 to 1,00,00,000 <input type="checkbox"/> More than Rs. 1,00,00,000	<input type="checkbox"/> Upto Rs. 1,00,000 <input type="checkbox"/> Rs. 1,00,001 to 5,00,000 <input type="checkbox"/> Rs. 5,00,001 to 10,00,000 <input type="checkbox"/> Rs. 10,00,001 to 25,00,000 <input type="checkbox"/> Rs. 25,00,001 to 1,00,00,000 <input type="checkbox"/> More than Rs. 1,00,00,000
<b>Net Worth</b> <small>(Should not be older than 1 year)</small>	Rs. _____ As on <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"/>	Rs. _____ As on <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"/>	Rs. _____ As on <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"/>
<b>Occupation</b> <small>(Please tick {✓})</small>	<input type="checkbox"/> Private / Public Sector <input type="checkbox"/> Govt. Service <input type="checkbox"/> Business <input type="checkbox"/> Professional <input type="checkbox"/> Agriculture <input type="checkbox"/> Retired <input type="checkbox"/> Housewife <input type="checkbox"/> Student <input type="checkbox"/> Others (Specify) _____	<input type="checkbox"/> Private / Public Sector <input type="checkbox"/> Govt. Service <input type="checkbox"/> Business <input type="checkbox"/> Professional <input type="checkbox"/> Agriculture <input type="checkbox"/> Retired <input type="checkbox"/> Housewife <input type="checkbox"/> Student <input type="checkbox"/> Others (Specify) _____	<input type="checkbox"/> Private / Public Sector <input type="checkbox"/> Govt. Service <input type="checkbox"/> Business <input type="checkbox"/> Professional <input type="checkbox"/> Agriculture <input type="checkbox"/> Retired <input type="checkbox"/> Housewife <input type="checkbox"/> Student <input type="checkbox"/> Others (Specify) _____
<b>Mobile Number</b>			
<b>Mobile Number pertains to</b> <small>(Please tick {✓})</small>	<input type="checkbox"/> Self <input type="checkbox"/> Spouse <input type="checkbox"/> Dependent Parents <input type="checkbox"/> Dependent Children	<input type="checkbox"/> Self <input type="checkbox"/> Spouse <input type="checkbox"/> Dependent Parents <input type="checkbox"/> Dependent Children	<input type="checkbox"/> Self <input type="checkbox"/> Spouse <input type="checkbox"/> Dependent Parents <input type="checkbox"/> Dependent Children
<b>Primary Email ID</b>	<b>Email ID pertains to</b> <small>(Please tick {✓})</small> <input type="checkbox"/> Self <input type="checkbox"/> Spouse <input type="checkbox"/> Dependent Parents <input type="checkbox"/> Dependent Children	<b>Email ID pertains to</b> <small>(Please tick {✓})</small> <input type="checkbox"/> Self <input type="checkbox"/> Spouse <input type="checkbox"/> Dependent Parents <input type="checkbox"/> Dependent Children	<b>Email ID pertains to</b> <small>(Please tick {✓})</small> <input type="checkbox"/> Self <input type="checkbox"/> Spouse <input type="checkbox"/> Dependent Parents <input type="checkbox"/> Dependent Children
	<b>Secondary Email ID</b>		
<b>PEP - Politically Exposed Person</b>	<input type="checkbox"/> PEP <input type="checkbox"/> Related to PEP <input type="checkbox"/> Not a PEP	<input type="checkbox"/> PEP <input type="checkbox"/> Related to PEP <input type="checkbox"/> Not a PEP	<input type="checkbox"/> PEP <input type="checkbox"/> Related to PEP <input type="checkbox"/> Not a PEP
<b>(Please tick {✓}) whichever is applicable</b>	<input type="checkbox"/> Foreign Exchange/ Money Changer Services <input type="checkbox"/> Gaming / Gambling / Lottery / Casinos Services <input type="checkbox"/> Money Lending / Pawning	<input type="checkbox"/> Foreign Exchange/ Money Changer Services <input type="checkbox"/> Gaming / Gambling / Lottery / Casinos Services <input type="checkbox"/> Money Lending / Pawning	<input type="checkbox"/> Foreign Exchange/ Money Changer Services <input type="checkbox"/> Gaming / Gambling / Lottery / Casinos Services <input type="checkbox"/> Money Lending / Pawning

02/38  
  
Sole/First Applicant/ Authorised Signatory

Second Applicant/ Authorised Signatory

Third Applicant/ Authorised Signatory

\*Investors are requested to use same pen(ink) for form filling and signatures across the documents.

# Portfolio Management Services Application Form

## BANK DETAILS

**Bank Name** \_\_\_\_\_

**Bank A/c No.** \_\_\_\_\_

**A/c Type:**  Savings  Current  NRE  NRO  FCNR  Others

**IFSC** \_\_\_\_\_ **City** \_\_\_\_\_ **Pin/Zip Code** \_\_\_\_\_

**LEI code** \_\_\_\_\_ **Valid Upto**

D	D	M	M	Y	Y	Y	Y
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Legal Entity Identifier Number is Mandatory for Redemption Transaction value of INR 50 crore and above for Non-Individual investors

Please update your IFSC code in order to get payouts via electronic mode directly to your bank account.

## NOMINATION DETAILS (Applicable for Individuals)

- Nomination can be made upto three nominees in the account.
  - Investor are requested to ensure that nominee details are consistent in PMS account document, Demat account document, NRI Bank account Opening document.
- # Any odd lot after division shall be transferred to the first nominee mentioned in the form.

**A. WISH TO NOMINATE** (In the event of death of sole/all holder(s), the below mentioned nominee(s) will be entitled to receive the assets and/or liabilities.)

Sr No	Nominee(s) Name	Nominee Proof of Identity Number (PAN, Aadhar, Other)	Relationship with Applicant	Date of Birth	Contact details of nominee	Allocation(%) Total 100#
1				DD/MM/YYYY	☎ _____ ✉ _____	
2				DD/MM/YYYY	☎ _____ ✉ _____	
3				DD/MM/YYYY	☎ _____ ✉ _____	

**Address(1):** \_\_\_\_\_ Nominee 1

**Address(2):** \_\_\_\_\_ Nominee 2

**Address(3):** \_\_\_\_\_ Nominee 3

*Please fill the below details, If nominee is minor	Nominee 1	Nominee 2	Nominee 3
1 Guardian Name			
2 Guardian Proof of Identity			
3 Guardian Contact No.			
4 Guardian Email ID			
5 Relationship with the Nominee			

## B. WISH TO OPT OUT OF NOMINATION

I/ We hereby confirm that I / We do not wish to appoint any nominee(s) in my / our PMS account and understand the issues involved in non- appointment of nominee(s) and further are aware that in case of death of all the account holder(s), my / our legal heirs would need to submit all the requisite documents / information, for claiming of assets held in my / our account which may also include documents issued by Court or other such competent authority, based on the value of assets held in the PMS account.

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Sole/First Applicant/ Authorised Signatory

Second Applicant/ Authorised Signatory

Third Applicant/ Authorised Signatory

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# Portfolio Management Services Application Form

## FATCA-CRS Declaration - Individuals

(Please consult your professional tax advisor for further guidance on your tax residency, FATCA / CRS Guidance)

### Sole/First Applicant

PAN                     Nationality  Indian  USA  Other \_\_\_\_\_

City of Birth \_\_\_\_\_ State of Birth \_\_\_\_\_ Country of Birth \_\_\_\_\_

Are you a tax resident of any country other than India?  Yes  No

# If yes, Please indicate all Countries, other than India, in which you are a resident for tax purpose, associated Taxpayer Identification Number and it's Identification type eg. TIN, GIIN, CIN, EIN, others, etc.

Sr No	Country #	Tax Identification Number	Identification Type/Reason*
1			
2			
3			

### Second Applicant

PAN                     Nationality  Indian  USA  Other \_\_\_\_\_

City of Birth \_\_\_\_\_ State of Birth \_\_\_\_\_ Country of Birth \_\_\_\_\_

Are you a tax resident of any country other than India?  Yes  No

# If yes, Please indicate all Countries, other than India, in which you are a resident for tax purpose, associated Taxpayer Identification Number and it's Identification type eg. TIN, GIIN, CIN, EIN, others, etc.

Sr No	Country #	Tax Identification Number	Identification Type/Reason*
1			
2			
3			

### Third Applicant

PAN                     Nationality  Indian  USA  Other \_\_\_\_\_

City of Birth \_\_\_\_\_ State of Birth \_\_\_\_\_ Country of Birth \_\_\_\_\_

Are you a tax resident of any country other than India?  Yes  No

# If yes, Please indicate all Countries, other than India, in which you are a resident for tax purpose, associated Taxpayer Identification Number and it's Identification type eg. TIN, GIIN, CIN, EIN, others, etc.

Sr No	Country #	Tax Identification Number	Identification Type/Reason*
1			
2			
3			

### DECLARATION

I/We acknowledge and confirm that the information provided above is/are true, correct, and complete to the best of my/our knowledge and belief, after necessary consultation with tax professionals. I/We have read, understood, and certified the details provided in the form should be considered for FATCA/CRS regulatory submission. I/We hereby authorize you [NJ India Invest Pvt. Ltd., NJAMC and its group and associate companies] to disclose, share, rely, remit in any form, mode or manner, all / any of the information provided by me/us, including all changes, updates to such information as and when provided by me/us to the Portfolio Manager, NJ India Invest Private Limited and its group and associate company any service provider including RTA or any Indian or foreign governmental or statutory or judicial authorities / agencies including but not limited to the Financial Intelligence Unit-India (FIU-IND), the tax / revenue authorities in India or outside India wherever it is legally required and other investigation agencies without any obligation of advising me/us of the same. The above details shall supersede all other information provided in KYC form and any other submitted documents with you [NJ AMC/Portfolio Manager/NJ Fund/NJ India/Other group entities].

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Sole/First Applicant/ Authorised Signatory

Second Applicant/ Authorised Signatory

Third Applicant/ Authorised Signatory

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# Portfolio Management Services Application Form

## DEPOSITORY ACCOUNT DETAILS (FOR NJAMPL USE ONLY)

DP Name	N J I n d i a I n v e s t P r i v a t e L i m i t e d		
DP Address	B l o c k N o 9 0 1 & 9 0 2 6 t h F l o o r B T o w e r U d h n a U d y o d n a g a r S a n g h C o m m e r c i a l C o m p l e x C e n t r a l R o a d N o 1 0 U d h n a S u r a t 3 9 4 2 1 0 G u j a r a t		
DP ID	1 2 0 6 4 2 0 0	Client ID	

## REFERENCES

### Distributor Details:

Distributor's Name:	
Distributor's Address	

Distributor's ARN

### ~~Sub-Distributor details~~

~~Sub-Distributor's Name:~~

~~Sub-Distributor's code:~~

~~Sub-Distributor's Address:~~

~~Sub-Distributor's ARN:~~

~~Sub-Distributor's ARN:~~

## DECLARATION

I/We have received the Disclosure Document provided by the Portfolio Manager prior to entering into Portfolio Management Service Agreement and have read & understood the same.

I/We undertake that we have been informed that we can apply for on-boarding directly, without intermediation of persons engaged in distribution services.

~~I/We hereby declare that I/we have been informed that the distributor is not paid any fees or charge for on-boarding of investors. The fees or commission paid to the distributor is only on trail basis. Further any fees or commission paid shall be only from the fees received by Portfolio Manager.~~

I hereby understand that the Portfolio Manager may endeavour to deploy the fund within 15 working days.

I/We have disclosed all the details properly and correctly.

I/We undertake to provide all the disclosures as required under SEBI (Insider Trading) Regulations, Prevention of Money Laundering Act 2002 as amended from time to time or any other Act/Regulation.

I/We hereby declare that the amount given/to be given by me/us to the Portfolio Manager for investing on my/our behalf is derived through legitimate sources and is not held or designed for the purpose of contravention of any act, rules, regulations or any statute or legislation including Prevention of Money Laundering Act, 2002 or any other applicable laws or any notifications, directions issued by any governmental or statutory authority from time to time.

I/We hereby request you to treat the proceeds of the Demand Draft/Banker's Cheque or funds transferred as proceeds from my/our behalf. I/ We agree to indemnify NJ Asset Management Private Limited in the event of any claim/loss by NJ Asset Management Private Limited due to this.

I/We undertake to inform you in writing of any change in the particulars furnished above. I/We further agree that I/We shall be held liable for any false/misleading information given by me/us.

I/We authorize NJAMPL to retrieve my/our KYC (including CKYC) / FATCA records along with documents from the KYC Registration Agencies ("KRA").

<input type="text"/>	06/38
Sole/First Applicant/ Authorised Signatory	

<input type="text"/>
Second Applicant/ Authorised Signatory

<input type="text"/>
Third Applicant/ Authorised Signatory

\*Investors are requested to use same pen(ink) for form filling and signatures across the documents.

# Portfolio Management Services Application Form

Sole / First Applicant/Authorised Signatory

Second Applicant/Authorised Signatory

Third Applicant/Authorised Signatory

Passport Size Photograph

Sign across Photo (use black ink only)

Passport Size Photograph

Sign across Photo (use black ink only)

Passport Size Photograph

Sign across Photo (use black ink only)

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Sole/First Applicant/ Authorised Signatory

Second Applicant/ Authorised Signatory

Third Applicant/ Authorised Signatory

Note\*: (1) Investors are requested to use same pen(ink) for form filling and signatures across the documents.  
 (2) Not applicable for online applications.

(In case of Non individual investors, please affix stamp of the organisation for authorised signatories)

Place:

Date:

**Risk Factors :** Securities investment are subject to market risks and there is no assurance or guarantee that the objectives of the portfolio will be achieved. As with any securities investment, the value of the portfolio can go up or down depending on the factors and forces affecting the capital markets. NJ Asset Management Private Limited is not responsible or liable for losses resulting from the operations of the portfolios. The value of the portfolios offered in this document may be affected by changes in general market conditions, factors and forces affecting capital markets in particular level of interest rates, various market related factors and trading volumes, settlement period and transfer procedures. The liquidity of the portfolio investments are inherently restricted by trading volumes in the securities in which it invests. Investor in the portfolios are not being offered any guaranteed returns. Derivatives are specialised instrument that require understanding not only of the underlying instrument/security but of the derivative itself. Derivative require maintenance of adequate controls to monitor the transactions entered into and the ability to forecast prices or interest rate movement correctly. There is a possibility that a loss may be sustained by the portfolio as a result of failure of another party(referred to a counterparty) to comply with the terms of the derivatives contract. Other risks in using derivatives include the risk of mispricing or improper valuation of derivatives, lack of liquidity and the inability of derivatives to correlate perfectly with the underlying assets, rates and indices.

## Portfolio Management Services Application Form

### INVESTMENT APPROACHES:

DISCRETIONARY PORTFOLIO MANAGEMENT SERVICES	
INVESTMENT APPROACH	APPROX AMOUNT IN FIGURES
Balance Advantage Portfolio (BAP)	
Bluechip Portfolio (BLUECHIP)	
Freedom ETF Portfolio (FREEDOM ETF)	
Multi Cap Portfolio (MULTICAP)	
Freedom Portfolio (FP)	
Liquid Portfolio (LIQUID)	

NON-DISCRETIONARY PORTFOLIO MANAGEMENT SERVICES	
INVESTMENT APPROACH	APPROX AMOUNT IN FIGURES
Non-Discretionary Equity Schemes Portfolio (NDEP)	
Non-Discretionary Hybrid Schemes Portfolio (NDHP)	
Non-Discretionary Conservative Hybrid Schemes Portfolio (NDCHP)	
Non-Discretionary Low Risk Schemes Portfolio (NDLP)	

### DETAILS OF PORTFOLIO CONSTRUCTION:

The details of the portfolio construction for each Investment Approach will be as disclosed in the Disclosure Document as amended and uploaded on the website from time to time.

### PAYMENT OPTIONS:

Cheque / DD  
  RTGS / Fund Transfer  
  Others

### PAYMENT DETAILS:

Amount(₹)									
Bank & Branch Name									
Account No. & Type									
Cheque/DD No./Transaction Ref. No.	Date <table border="1" style="display: inline-table; border-collapse: collapse; text-align: center;"> <tr> <td style="width: 15px;">D</td> <td style="width: 15px;">D</td> <td style="width: 15px;">M</td> <td style="width: 15px;">M</td> <td style="width: 15px;">Y</td> <td style="width: 15px;">Y</td> <td style="width: 15px;">Y</td> <td style="width: 15px;">Y</td> </tr> </table>	D	D	M	M	Y	Y	Y	Y
D	D	M	M	Y	Y	Y	Y		

Note:

1. Transactions will be processed subject to minimum investment amount criteria fulfillment.
2. Actual amount received from selling of securities mentioned in the Transaction Instruction Slip (TIS) will be invested.
3. In case of investment in multiple investment approaches, same will be processed in proportion of the Approx Amount mentioned by the Investor.

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Sole/First Applicant/ Authorised Signatory

Second Applicant/ Authorised Signatory
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Third Applicant/ Authorised Signatory
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\*Investors are requested to use same pen(ink) for form filling and signatures across the documents.

## Portfolio Management Services Application Form

### DETAILS OF SECURITY RESTRICTION OR COMPANIES/INTEREST IN VARIOUS CORPORATE BODIES IN RESPECT OF WHICH INVESTOR HAS ACCESS TO PRICE SENSITIVE INFORMATION

To,  
NJ Asset Management Private Limited  
Block No. 601, 3rd Floor, 'C' Tower,  
Udhna Udyognagar Sangh Commercial Complex,  
Central Road No.10, Udhna,  
Surat - 394 210, Gujarat

Dear Sir,

I/We hereby declare that I/We have access to price sensitive information in respect of the following Companies/ Body Corporate / Request for security restriction.

Name of the Company/Interest in various corporate bodies/Securities	ISIN

I/We hereby, agree to keep you Informed of any restriction on me/us for dealing in the above mentioned securities or any other securities.

#### Notes:

- Investor hereby confirms and understand that at the time of Account Opening / post account opening, the Portfolio Manager may at its sole discretion, can reject to abide by such restrictions with due intimation to the Investor.
- AMC has discretion to limit such restriction and in case the total number of securities are more than the AMC's defined limit of securities, the application is liable to be rejected.

Thanking you.

### Acknowledgment Receipt

Dear Sir,

Date:

I/We have received a copy of the following documents NJ Asset Management Private Limited:

Updated Disclosure Document and Form C of SEBI (Portfolio Managers) Regulations, 2020.

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Sole/First Applicant/ Authorised Signatory

Second Applicant/ Authorised Signatory

Third Applicant/ Authorised Signatory

\*Investors are requested to use same pen(ink) for form filling and signatures across the documents.

# Portfolio Management Services Agreement

## PORTFOLIO MANAGEMENT SERVICES AGREEMENT - DISCRETIONARY AND / OR NON-DISCRETIONARY

**THIS DISCRETIONARY PORTFOLIO MANAGEMENT AND / OR NON-DISCRETIONARY PORTFOLIO MANAGEMENT SERVICES AGREEMENT** (hereinafter referred to as "Agreement") is made at Surat, Gujarat:

### BY AND BETWEEN

NJ Asset Management Private Limited (formerly known as "NJ Advisory Services Private Limited"), a company incorporated under the Companies Act, 1956, and having its registered office at Block No. 601, 3rd Floor, 'C' Tower, Udhna Udhayog Nagar Sangh Commercial Complex, Central Road No 10, Udhna, Surat – 394210, Gujarat and Corporate Office at Unit No. 101 A, 1st Floor, Hallmark Business Plaza, Bandra (East), Mumbai – 400 051, Maharashtra; (hereinafter referred to as the "Portfolio Manager/NJAMPL" which expression shall include, unless repugnant or inconsistent to the meaning or context thereof, be deemed to mean and include its successors and permitted assigns) of the One Part;

AND

Mr./Ms/M/s \_\_\_\_\_

an individual/Trust/HUF/Co-operative Society/a sole proprietary concern/a body corporate, registered/incorporated, under the provisions of the Companies Act, 1956/2013/Limited Liability Partnership Act, 2008/ Indian Partnership Act, 1932, having PAN \_\_\_\_\_ having its residence/registered office at \_\_\_\_\_

(hereinafter referred to as the "Investor" which expression shall include, unless repugnant to or inconsistent to the meaning or context thereof, its successors, administrators and executors) of the Other Part.

(The Portfolio Manager and the Investor are hereinafter individually referred to as 'Party' and collectively as 'Parties')

WHEREAS:

(a) The Portfolio Manager is duly authorized by the Securities and Exchange Board of India to provide Portfolio Management Services vide Registration No. INP000003518.

(b) The Portfolio Manager is engaged in investing funds of its Investor in Securities and providing portfolio management services to its Investor on discretionary and / or non-discretionary basis.

(c) The Investor is desirous of appointing the Portfolio Manager for managing the investment of its Funds/Securities on a discretionary and / or non-discretionary basis to avail of portfolio management services from the Portfolio Manager, for the purpose of investment to be made in Securities.

(d) The Portfolio Manager and the Investor hereby record their mutual understanding and their common intention in the manner as hereinafter provided by executing these presents through physical execution or through E-Sign authentication mode or appending digital signatures of authorized signatories of Parties hereto in compliance of Applicable Laws.

**NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS UNDER:**

### 1. DEFINITIONS AND INTERPRETATIONS

#### 1) Definitions

i. "**Affiliate**" shall include any company, body corporate, individual or other person who or which is an affiliate of or who or which is in any manner associated with or related to the Portfolio Manager or any director, shareholder or employee of the Portfolio Manager or any holding company or subsidiary of the Portfolio Manager or any company under common control as the Portfolio Manager.

ii. "**Account Modification Request**" shall mean all the requests in respect of modification of account details and information of the investor registered with the Portfolio Manager including but not limited to request for change of registered bank account, change of Nominee, change of address, change of registered email address, change of mobile number, etc. to be submitted to the Portfolio Manager in prescribed mode signed by all the holders.

iii. "**Agreement**" or "**PMS Agreement**" means this Discretionary Portfolio Management Services Agreement and / or Non-Discretionary Portfolio Management Services Agreement that shall include all modifications, alterations, additions or deletions thereto

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Second Applicant/ Authorised Signatory

Third Applicant/ Authorised Signatory

Note\*: (1) Investors are requested to use same pen(ink) for form filling and signatures across the documents.

(2) Not applicable for online applications.

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# Portfolio Management Services Agreement

made in writing or through Digital Transaction Facility upon mutual consent of the Parties hereto.

iv. **"Application Form"** means the application form filled and submitted by the Investor to the Portfolio Manager to place its funds / securities with the Portfolio Manager for the purpose of availing discretionary portfolio management services / Non-discretionary portfolio management services and which shall be deemed to form an integral part of this Agreement.

v. **"Applicable Law"** shall mean the Securities and Exchange Board of India (Portfolio Managers) Regulations, 2020 and all (other) applicable laws, by-laws, rules, regulations, orders, ordinances, protocols, codes, guidelines, policies, notices, directions and judgments or other requirements of the Government of India or any State of the Union of India or any department thereof, any semi-governmental or judicial or quasi judicial Person in India or any Person (whether autonomous or not) who is charged with the administration of an Indian law.

vi. **"Bank Account"** means the bank account(s) opened, maintained and/or operated by the Portfolio Manager or in the name of the Portfolio Manager as may be required from time to time.

vii. **"Cash"** includes cheques, demand drafts, pay-slips, etc. and any other form of cash.

viii. **"Client or Investor"** means (i) if the Investor is an individual, his/her heirs, executors, administrators and legal representatives and permitted assigns; (ii) if the Investor is a partnership firm or limited partnership firm, the partners for the time being of the said firm, the survivor or survivors of them and their respective heirs, executors, administrators and legal representatives/its successors and permitted assigns; (iii) where the Investor is a company or a body corporate, its successors and permitted assigns; (iv) where the Investor is the Karta of a Hindu Undivided Family, the members for the time being of the said Hindu Undivided Family and their respective heirs, executors, administrators and permitted assigns; (v) where the Investor is the board of trustees of a trust, the trustees for the time being and from time to time; and/or (vi) where the Investor is the governing body of a society, the respective successors of the members of the governing body for the time being and from time to time the members of the society for the time being and from time to time and any new members elected or appointed of the other part.

ix. **"Custodian"** means an entity registered as a custodian with SEBI under Applicable Law and appointed as custodian by Portfolio

Manager from time to time.

x. **"Digital Transaction"** means paperless, online or automated transaction or communication through any electronic mode including but not limited to electronic mail, Website with Investor restricted access, telephone systems, personal data assistance services, mobile applications and interactive response systems, which take place between Investor and the Portfolio Manager in compliance with the provisions of the Information Technology Act 2000 and any amendments thereto.

xi. **"Digital Transaction Facility"** means Digital Transaction or viewing facility offered by the Portfolio Manager at its sole discretion through Website or mobile applications to the Investor and which requires authorization in prescribed mode from Investor through two factor authentication or otherwise.

xii. **"Discretionary Portfolio Management Services" ("DPMS")** means the portfolio management services on discretionary basis rendered to the Investor by the Portfolio Manager on the terms and conditions contained in this Agreement, where-in-under the Portfolio Manager exercises any degree of discretion whilst making decisions in investments or management of Portfolio of the Investor.

xiii. **"Corpus" or "Funds"** means the monies managed by the Portfolio Manager on behalf of the Investor pursuant to this Agreement and includes the monies mentioned in the Application Form, any additional monies placed by the Investor with the Portfolio Manager for being managed pursuant to this Agreement, the proceeds of the sale or other realization of the Securities and interest, dividend or other monies arising from the assets, so long as the same is managed by the Portfolio Manager.

xiv. **"Disclosure Document"** shall mean the disclosure document filed by the Portfolio Manager with SEBI and made available on the website of the Portfolio Manager, as may be amended by the Portfolio Manager from time to time.

xv. **"DP Account"** means the depository account opened, maintained and/or operated by the Portfolio Manager or the Custodian in the name of the Investor with any depository or depository participant registered with SEBI.

xvi. **"Investment Approach"** means the investment approach opted by the Investor under Application Form.

xvii. **"Money Market Instruments"** means and includes commercial paper, trade bill, treasury bills, certificate of deposit, usance bills, fixed deposits and such other security/instrument as permissible under

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# Portfolio Management Services Agreement

Applicable Law or as specified by SEBI from time to time.

xviii. **"Non-Discretionary Portfolio Management Services"** ("NDPMS") means the the portfolio management services on non-discretionary basis rendered to the Investor by the Portfolio Manager on the terms and conditions contained in this Agreement, where-in-under the Portfolio Manager manage the funds and make investment decisions in accordance with the directions of the Investor.

xix. **"PM Regulations"** or **"Regulations"** shall mean the Securities and Exchange Board of India (Portfolio Managers) Regulations, 2020 and as amended from time to time.

xx. **"Portfolio"** means the total holding of all investments, Securities and Cash belonging to the Investor and maintained and managed by the Portfolio Manager.

xxi. **"Power of Attorney"** shall mean the power of attorney granted by the Investor to the Portfolio Manager in the form set out in Schedule A and/or any further powers of attorney granted by the Investor to the Portfolio Manager.

xxii. **"SEBI"** means Securities and Exchange Board of India established under sub-section (1) of Section 3 of Securities and Exchange Board of India Act, 1992.

xxiii. **"Securities"** means securities listed or traded on a recognized stock exchange, Money Market Instruments, units of mutual funds or other securities as specified by SEBI from time to time.

xxiv. **"Securities Lending"** means securities lending as per the Securities Lending Scheme, 1997 specified by the SEBI and as amended or superseded from time to time.

xxv. **"Transaction Request"** shall mean the transaction request of financial nature posted by the Investor with Portfolio Manager in respect of Investor's portfolio management account including but not limited to request for additional fund top-up, partial redemption, change in Investment Approach through Digital Transaction Facility or through physical mode to the office of the Portfolio Manager.

xxvi. **"Website"** means and includes the website owned, hosted and managed by the Portfolio Manager.

## 2) Interpretation

In this Agreement, unless the context or meaning thereof otherwise requires:

- i. The singular includes the plural and vice versa;
- ii. References to a person shall include such person's successors and

permitted assignees or transferees;

iii. Words importing a particular gender include all genders and word denoting company include body corporate, corporations and trusts and vice-versa;

iv. Interpretation of certain words and expressions: Words and expressions used herein and not defined in this Act but defined in the SEBI (Portfolio Managers) Regulations, 2020 or Companies Act, 2013 or The Securities and Exchange Board of India Act, 1992 (15 of 1992) or the Depositories Act, 1996 (22 of 1996) shall have the same meanings respectively assigned to them in those Acts;

v. "Person" OR "Investor" includes any Individual, Partnership, Firm, HUF, Trust, Body, Corporate, Government, Government Body, Authority, Agency, Unincorporated Body of Persons or Association;

vi. Any reference to the provision of any statute shall be deemed to include reference to the same as in force (including any amendments or re-enactment) at the time the matter relating thereto occurs;

vii. Clause and paragraph headings, sub-heading and bold type faced are inserted for ease of reference only and shall not affect the interpretations of this Agreement;

viii. References to clauses and recitals shall be construed as references to clauses or recitals of this Agreement, unless specified otherwise;

ix. The words "including", "include" and "in particular" shall be construed as being by way of illustration only and shall not be construed as limiting the generality of the preceding words;

x. Heading, sub-heading and bold faced formatting are only for convenience and shall be ignored for the purpose of interpretation;

xi. Reference to any legislation or law or to any provision thereof shall include references to any such law as it may, after the date hereof, from time to time, be amended, supplemented or re-enacted and any reference to a statutory provision shall include any sub-ordinate legislation made from time to time under that provision.

The terms and expressions not herein defined shall, where the interpretation and meaning have been assigned to them in terms of the General Clauses Act, 1897, as amended from time to time have that interpretation and meaning.

## 2. APPOINTMENT OF THE PORTFOLIO MANAGER

2.1 Pursuant to valid and proper authority and in accordance with Applicable Law, the Investor hereby appoints the Portfolio Manager to

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# Portfolio Management Services Agreement

manage, invest and reinvest the Funds and/or Securities on behalf of the Investor and undertake the Services as in accordance with the provisions of this Agreement. The Portfolio Manager accepts such appointment and agrees to provide the Services herein set forth, for the consideration and terms and conditions contained herein.

2.2 The Investor hereby appoints the Portfolio Manager as its attorney as per terms set out in Schedule A and/or the powers of attorney from time to time executed by the Investor in favour of the Portfolio Manager and for the term of this Agreement and for the purpose of carrying out in the name and on behalf of the Investor, the functions as contemplated by this Agreement and undertakes to ratify and confirm all acts that Portfolio Manager shall lawfully and beneficially do pursuant to this Agreement. The Investor agrees to execute from time to time one or more powers of attorney/s in such form and content as required by the Portfolio Manager and / or to do such other acts or things as are necessary for the purpose of this Agreement. On the date of the execution of this Agreement, the Investor shall execute a power of attorney in the form set out at Schedule A in favour of the Portfolio Manager.

2.3 With reference to Discretionary Portfolio Management Services, the Investor has expressly and with full information and knowledge of the implications conferred absolute, unconditional and unfettered discretion on the Portfolio Manager in relation to all decisions concerning the Services and the Investor agrees and confirms that all such decisions taken in good faith (which shall in this Agreement, include decisions taken in good faith by any employee, agents or any persons appointed by the Portfolio Manager in this behalf) shall be binding on the Investor and shall not be assailed, challenged, questioned or disputed by the Investor in any manner whatsoever, except on the ground of fraud, mala fide, conflict of interest or gross negligence.

2.4 With reference to Non-discretionary Portfolio Management Services, the Portfolio Manager agrees to provide the Services, subject to the terms of this Agreement and shall be in the nature of Non-Discretionary Portfolio Management Services and shall mean and be limited to advising the Investor with respect to Portfolio strategy and investment and divestment of Securities and Funds held by the Investor, and making such applications and doing such acts to enable the investment and divestment of the Securities, Structured Products, Third Party Products related to Securities in Financial markets on a non-exclusive basis for an agreed fee structure and for a period hereinafter described, entirely at the Investor's risk and as per the Investor's instructions in writing.

2.5 The Investor hereby entrusts the Funds and/or Securities to the Portfolio Manager (in the manner required by the Portfolio Manager) for the purposes of the performance of the Discretionary Portfolio Management Services by the Portfolio Manager.

### 3. SCOPE OF SERVICES TO BE PROVIDED BY THE PORTFOLIO MANAGER

3.1 The Portfolio Manager agrees to provide Services which shall be in the nature of investment management, and may include the responsibility of managing, renewing and reshuffling the Portfolio, buying and selling the Securities, Securities Lending, keeping safe custody of the Securities and monitoring book closures, dividend, bonus, rights and other corporate benefits on behalf of the Investor so as to ensure that all benefits accrue to the Investor for an agreed fee structure and for a definite period hereinafter described, entirely at the Investor's risk to achieve the investment objectives as contained herein.

3.2 The Portfolio Manager is required to invest the Funds held in the Bank Account of the Investor into Securities and engage in such transactions for and on behalf of the Investor based on Power of Attorney.

3.3 The Portfolio Manager shall keep the Funds of the Investor in a Bank Account held in the name of the Investor or the Portfolio Manager/Custodian (on behalf of the Investor) as may be required from time to time.

3.4 The Portfolio Manager shall be entitled to take such actions or steps or omit to take such actions or steps as it shall in its absolute discretion consider necessary to ensure compliance with the regulatory requirements.

3.5 Further, the Portfolio Manager shall in its books of accounts maintain separate Investor-wise accounts in respect of the Funds and Securities handed over by the Investor to the Portfolio Manager and the transactions carried out for the Investor from time to time.

3.6 The Portfolio Manager and the Investor shall in no circumstance be considered as persons acting in concert or as persons co-operating with each other (directly or indirectly) or as persons having a common objective or purpose of substantial acquisition of shares or voting rights or gaining control over any company, whose shares are purchased by the Portfolio Manager on behalf of and on account of the Investor pursuant to this Agreement.

3.7 With reference to Non-discretionary Portfolio Management Services, Investor hereby express also agrees that:

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# Portfolio Management Services Agreement

3.7.1 Purchase instructions shall be processed only after Funds are sufficient to cover the purchase price of units of Mutual Funds/Securities and other costs and charges have been credited in the Investor's Bank Account on the value date or there are expected credits on account of redemption/sale of units of Mutual Funds/Securities executed through the Portfolio Manager on the value date, deposits by the Investor, direct electronic credit, transfers.

3.7.2 Sale instructions shall be processed only after balances of units of Mutual Funds/Securities are sufficient to execute such sale instructions and deliver the units of Mutual Funds/Securities on the value date or if there are expected credits on account of purchase of units of Mutual Funds/ Securities executed through the Portfolio Manager on the value date.

3.7.3 If for any reason the full quantity of the units of Mutual Funds/Securities as instructed by the Investor is not bought or redeemed/sold for any reason whatsoever, the Investor agrees that a lesser quantity of the units of Mutual Funds/Securities may be purchased or redeemed/sold (as the case may be). The Portfolio Manager shall not be responsible for the non-execution of the Investor's instructions for the remaining quantity.

3.7.4 If after execution of any transactions, it is for any reason found that sufficient Funds have not been credited to the Investor's Bank Account, the Investor shall pay the deficiency to the Portfolio Manager forthwith on demand failing which the Portfolio Manager may (but shall not be bound to) square up the transaction at any time at the Investor's sole risk and cost. Any loss on such squaring up will be borne by the Investor solely and the Investor will pay to the Portfolio Manager the additional amount that may be payable by the Investor, the Portfolio Manager's demand being conclusive.

## 4. INVESTMENT OBJECTIVE AND GUIDELINES

4.1. In pursuance of the objective of this Agreement to provide the Investor with a structure that can achieve preservation and growth of its capital, the Portfolio Manager shall endeavor to apply its professional expertise in order to help the Investor achieve its goals as per the Investment Approach chosen by the Investor. However, the Investor agrees and acknowledges that while the aforesaid is the objective, there is no guarantee that the objectives will be achieved.

4.2. The Portfolio Manager in DPMS shall have the liberty to invest the idle Funds in various Money Market Instruments from time-to-time. The Funds shall be primarily invested into Securities as defined under this Agreement in accordance with PM Regulations, as amended

from time to time and Applicable Laws.

4.3. The Portfolio Manager shall not lend the securities of Investor without written authorization of Investor.

4.4. The Portfolio Manager shall invest the Investor's Funds into Securities on behalf of the Investor through a member broker of the Bombay Stock Exchange, Mumbai (BSE), or National Stock Exchange (NSE) of India or any other recognized stock exchange(s) or through any other registered member or broker through a panel of brokers, which may include associate brokers of the Portfolio Manager subject to compliance with the Applicable Laws.

4.5. The Portfolio Manager shall not accept from the Investor, Funds or Securities worth less than Rupees Fifty Lacs or such other minimum amount as may be stipulated by SEBI from time to time. However, Portfolio Manager in its sole discretion, may fix a higher limit for such minimum amount as mutually agreed and/or communicated to the Investor from time to time.

## 5. RIGHTS, DUTIES AND OBLIGATIONS OF THE PORTFOLIO MANAGER

5.1. The Portfolio Manager shall independently manage the Portfolio in good faith of the Investor in accordance with the provisions of this Agreement.

5.2. The Portfolio Manager shall act in a fiduciary capacity with regard to the Investor's assets and as a trustee and agent of the Investor's Bank Account and DP Account. The Portfolio Manager and / or its officers, directors, employees or associates shall not derive any benefit whether direct or indirect from the Investor's Funds or Securities purchased/sold except the case where the associate receives distribution commission or receives normal brokerage and service charges (except in cases of direct on-boarding) for the transactions executed on behalf of the Investor in accordance with applicable SEBI circulars and shall strive to safeguard the Investor's interests to the best of its ability at all times.

5.3. The Portfolio Manager shall ensure that the funds received from the Investor, investments or disinvestments and all the credits to the Bank Account or DP Account like interest, dividend, bonus or any other beneficial interest received on the investments and debits for expenses, if any, as the case may be, shall be properly accounted for and details thereof shall be properly reflected in the Investor's Bank Account and DP Account as the case may be; and in any account statements sent to the Investor. The tax deducted at source as required under the provisions of the Income-Tax Act, 1961, (43 of 1961) shall be

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# Portfolio Management Services Agreement

recorded in the portfolio account.

5.4. The Investor understands and agrees that the Portfolio Manager is not under the obligation to activate the account of the Investor i.e. start providing Portfolio Management Services to the Investor, if the minimum amount as mutually agreed with the Investor is not provided by the Investor. Portfolio Manager may keep such Cash/ Securities received from the Investor, which does not meet the minimum requirement in such form as may be deemed fit by the Portfolio Manager or return the same to the Investor as per its discretion. Subject to Applicable Laws, Portfolio Manager shall activate the account of the Investor, only after receipt of the entire minimum Corpus from the Investor.

5.5. The Portfolio Manager shall exercise due care and diligence in rendering Services to prevent the possibility of loss of capital under this Agreement. However, the Investor agrees and understands that investments shall be made on certain evaluation basis and there can be no assurance with regard to returns or preservation of capital.

5.6. The Portfolio Manager will make its best efforts to safeguard the Investor's interest with regard to dealings with capital market intermediaries such as brokers, custodians, bankers etc.

5.7. Any contract or understanding arrived at by the Portfolio Manager with any such intermediary shall be strictly on behalf of the Investor, and the Portfolio Manager shall not be responsible for the due performance of the contract or understanding by the intermediary.

5.8. The Portfolio Manager shall ensure that the books of account relating to the Investor are audited annually by an independent chartered accountant and give a copy of the certificate issued by the chartered accountant to the Investor. The Portfolio Manager shall maintain books and records relating to its transactions for the Investor to ensure compliance with the PM Regulations and shall get audited its accounts as required under the PM Regulations.

5.9. The Portfolio Manager may aggregate the purchase or sale of securities and Funds of all or any of its Investor in a manner as permissible under the Regulations.

5.10. The Portfolio Manager shall also be entitled to enter into derivative transactions on behalf of the Investor. The Investor acknowledges that the Investor is fully aware of the risks of entering into such transactions and thereby agrees not to make any claims for loss or damages occurred from such transactions.

5.11. The Portfolio Manager shall not:

i. Trade on margin or on a speculative basis on behalf of the Investor.

All transaction shall be on delivery basis except transactions (if any) in derivatives;

ii. Deal, based on price-sensitive , classified and non public information;

iii. Borrow funds or Securities on behalf of the Investor, except as provided under the PM Regulations.

5.12. The Portfolio Manager shall make available the necessary statements, reports and other documents as prescribed under Applicable Laws and/or by SEBI from time to time on its Website and provide the Investor with restricted access to the Website. Such reports may also be sent through electronic mail or the Portfolio Manager may also provide a physical copy on specific request from the Investor.

5.13. The Investor confirms and acknowledges having read and understood the Disclosure Document made available on the Website of the Portfolio Manager, along with a certificate by a chartered accountant prior to execution of this Agreement.

5.14. The Portfolio Manager shall be entitled to institute or defend legal proceedings in order to protect the Investor's interest under this Agreement. The Investor shall reimburse all costs and expenses incurred by the Portfolio Manager in instituting or defending such legal proceedings.

5.15. The Investor agrees and acknowledges that the Investor shall not be entitled to give any instructions to the Portfolio Manager in relation to the Discretionary Portfolio Management Services to be rendered by the Portfolio Manager under this Agreement or any decision relating thereto. However, the Portfolio Manager may at its discretion accept Investor's requests including but not limited to requests with regard to investment/ restriction in investment in any particular Security or sector, subject to conditions as may be stipulated by the Portfolio Manager from time to time.

5.16. The Investor acknowledges that Portfolio Manager has a right to debit the Investor's account from time to time for fees and other incidental charges in accordance with this Agreement.

5.17. The Portfolio Manager may, at its sole discretion, open one or more bank accounts or may use omnibus current account (i.e. Pool Account for all Investor for operational convenience) for and on behalf of the Investor to deposit and withdraw monies and fully operate the same, subject to the PM Regulations. In case the Portfolio Manager uses omnibus bank account for its operations, the Portfolio Manager shall maintain the complete trail to identify the transactions pertaining to the Investor.

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# Portfolio Management Services Agreement

## 5.18. Portfolio Managers additional rights for Non-discretionary Portfolio Management Services

5.18.1 The Portfolio Manager may refuse to act on any instructions unless they are given in writing in a manner and form acceptable to the Portfolio Manager or given orally over the telephone subject to the Portfolio Manager's right to verify such instructions. However, the Portfolio Manager shall have no responsibility to determine the authenticity of any instructions given or purported to be given by the Investor. The Investor shall not hold the Portfolio Manager liable on account of the Portfolio Manager acting in good faith on any of the Investor's instructions.

5.18.2 The Portfolio Manager may in its discretion not carry out the Investor's instructions where the Portfolio Manager has sufficient reason to believe (decision of the Portfolio Manager which the Investor shall not question or dispute) that the instructions are not genuine or are otherwise improper or unclear or raise a doubt.

5.18.3 The Portfolio Manager shall not be liable if any instructions are not carried out for any of the reasons stated herein.

5.18.3.1 All instructions under this Agreement (including instructions for modification of this clause) shall be given only by the Investor or the Investor's Authorized Representative (more particularly described in Schedule 'B'), on behalf of the Investor. All instructions given by the Authorised Representative shall be binding on the Investor.

5.18.3.2 Investor clearly agrees that the Portfolio Manager needs to receive clear, written and signed instructions from the Investor to induce the Portfolio Manager to effect fund transfer activities on behalf of the Investor. The Investor agrees to indemnify the Portfolio Manager against any improper/fraudulent fund transfer instruction purported to be received from the Investor. The Portfolio Manager shall not be obliged to accept from the Investor any oral or facsimile instructions or instructions via registered email id. In order to, however, induce the Portfolio Manager to act upon communications and instructions transmitted by manual procedures (Facsimile, Mail, Messenger,) the Investor hereby irrevocably agrees that, unless the Portfolio Manager's gross negligence, bad faith or willful misconduct, as long as the Portfolio Manager acts in compliance with such authorisation/ instruction, the Portfolio Manager shall be indemnified for and held free and harm less from and against any and all responsibility for, any and all costs, claims, losses or liabilities of any nature (direct or indirect) resulting from any act or omission (or any delay) in response to instructions to the Portfolio Manager to transfer

Funds or purchase, sell or otherwise dispose off units of Mutual Funds/ Securities, together with any and all attendant costs and expenses including the Portfolio Manager's reasonable legal fees and expenses, collectively referred to as losses. The Investor also acknowledges that the security and control procedures provided by the Portfolio Manager are designed to verify the source of communication and not to detect errors in transmission or content. Nothing contained herein shall require the Portfolio Manager to violate any applicable laws, rules or procedures/instructions. The Portfolio Manager shall have no further duty to verify the content of any instruction or communication of the identity of the sender or confirmer thereof, if any, and the Investor expressly agrees to be bound by, any instructions and communications, whether or not authorised, sent in its name and accepted by the Portfolio Manager.

## 6. RIGHTS, DUTIES AND OBLIGATIONS OF THE INVESTOR

6.1. The Investor shall maintain utmost secrecy with regard to investment made by the Portfolio Manager on its behalf. In no case shall the Investor replicate for its or for the benefit of others, the investments made by the Portfolio Manager pursuant to this Agreement.

6.2. The Investor shall disclose to the Portfolio Manager from time to time whether it is privy to price sensitive information in any entity, such that a conflict of interest may arise where the Portfolio Manager to buy Securities of that entity on behalf of the Investor.

6.3. The Investor shall pay the agreed fees periodically to the Portfolio Manager in the manner as hereinafter set out in the schedule of Fees under Schedule C.

6.4. The Investor shall not directly dispose off or acquire any Securities held in the Portfolio, except as agreed by the Portfolio Manager.

6.5. The Investor hereby agrees and undertakes that until the termination of this Agreement and the receipt of a no objection from the Portfolio Manager in this regard, (i) the Investor shall not operate the Bank Account(s) and / or DP Account(s) and (ii) the Investor shall not enter into any agreement with the Custodian (or any other intermediary) or give any instructions to the Custodian/Depository Participant/Bank (or other intermediary) in relation to the Portfolio under the Agreement unless required by the Portfolio Manager (iii) the Investor shall not pledge, loan, create any charge, lien or other encumbrance of any nature on the Funds and Securities lying in the Portfolio or otherwise deal with the Portfolio in any manner whatsoever.

6.6. For the purpose of discharging any of the duties, obligations and

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# Portfolio Management Services Agreement

functions (whether under this Agreement or under the Power of Attorney), of the Portfolio Manager, the Investor hereby empowers the Portfolio Manager to act through any of its officers, employees or representatives or any Custodian or advisor or other person/intermediary specifically authorised by the Portfolio Manager and the Portfolio Manager is empowered to delegate the performance of its duties, discretion, obligations, any of powers and authorities hereunder to such sub-delegates.

6.7. The Investor hereby unconditionally and irrevocably undertakes to promptly and regularly pay, as per the Applicable Laws, all taxes payable in connection with the Portfolio including without limitation income tax, if any, on the income arising from the Portfolio whether by way of interest, dividend, short term and long term capital gains, stamp duty (where applicable) or otherwise howsoever and file, within the prescribed time frames all tax returns, statements, applications and other documents in that behalf. The tax may be deducted at source under applicable provisions of the Income Tax Act, 1961. The Investor may, at its own cost, obtain advise from tax consultants of the Portfolio Manager, entirely at Investor's risk as to cost and consequences. The Portfolio Manager at its sole discretion may facilitate the Investor to meet the TDS liabilities on behalf of the Investor.

6.8. With reference to Discretionary Portfolio Management Services, the Investor agrees that the investments made by the Portfolio Manager shall be at the sole discretion, judgment and opinion of the Portfolio Manager.

6.9. Unless the Portfolio Manager otherwise decides, the Investor's correspondence address in respect of the Bank Account, DP Account, shall be the address of the Portfolio Manager or the Custodian appointed by the Portfolio Manager from time to time.

6.10. The Investor agrees to provide to the Portfolio Manager or such other person as may be designated by the Portfolio Manager, such information as may be required from time to time, including, without limitation, all changes to the information provided by the Investor in the Application or any "Know Your Investor" form in order to enable the Portfolio Manager or other person designated by the Portfolio Manager in this behalf to update the information therein. It shall be the responsibility of the Investor to inform the Portfolio Manager of any changes in the information provided by the Investor. Without prejudice to the aforesaid, the Investor shall inform the Portfolio Manager about Investor's residential status and of any changes thereto.

6.11. The Investor shall inform the Portfolio Manager, in writing of any restrictions that have been or are imposed by any regulatory body(ies) upon the acquisition of or dealing in Securities or any other assets by the Investor or any of its associated entities. In the event the Investor fails to provide such details to the Portfolio Manager, the Investor shall indemnify and keep indemnified the Portfolio Manager from and against any losses, expenses, penalties, costs, actions and proceedings incurred by the Portfolio Manager due to such failure on the part of the Investor to provide such information.

6.12. The Investor agrees and undertakes to sign all such documents and writings and/or provide the consent thereon through Digital Transaction Facility, to provide required information and do all such acts as the Portfolio Manager may require to render Discretionary Portfolio Management Services or Non- Discretionary Portfolio Management Services or otherwise perform its functions and obligations under this Agreement including for appointment/availing/changing of the services of any other intermediary.

6.13. The Investor agrees and undertakes to sign on behalf of all holders on every Account Modification Request and submit the same to Portfolio Manager in prescribed form so as to enable the Portfolio Manager to verify and process the same in due course.

6.14. The Investor may authorize any one of the joint holders to sign on behalf of the other holders for all the Transaction Requests including but not limited to request for change in Investment Approach, additional fund top-up, partial redemption and submit the same to the Portfolio Manager in prescribed form. The Investor shall be bound by the action taken by the Portfolio Manager based on such Transaction Requests and the Investor shall not raise any objection in this regard anytime under terms of the Agreement.

6.15. The Investor hereby agrees to adhere to the compliance of the policy of the Portfolio Manager pertaining to the "Know Your Customer" ('KYC') and "Prevention of Money Laundering" ('PML') as required under the Prevention of Money Laundering Act, 2002 and SEBI guidelines / circulars / notifications thereto and provide necessary information, documents as and when required by the Portfolio Manager under its KYC and PML policy.

6.16. The Investor confirms that the amount invested and to be invested pursuant to this Agreement is and will be through legitimate sources only and does not and will not involve and is not and will not be designated for the purpose of any contravention or evasion of the provisions of the Income Tax Act, 1961, Prevention of Money Laundering Act, 2002, Fugitive Economic Offenders Act, 2018,

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# Portfolio Management Services Agreement

Prevention of Corruption Act, 1988 and/or any other Applicable Law.

6.17. The Investor hereby confirms and agrees that Portfolio Manager reserves the right to report any suspicious transaction to the Director of Financial Intelligence Unit-India (FIU-IND), New Delhi or any other competent authority, after applying appropriate due diligence measures and believes that the transaction is suspicious in nature within the purview of Applicable Laws.

6.18. The Investor undertakes to comply with all statutory and other requirements for the prevention of money laundering as may be specified by any regulatory authority or the Portfolio Manager from time to time and the Investor shall indemnify and keep indemnified, the Portfolio Manager or its officers, employees, or representatives or any Custodian or other person specifically authorized by the Portfolio Manager from and against any losses, cost, expenses, damages, actions and proceedings in the event of non-compliance of such requirements by the Investor and/or its authorized representatives.

6.19. Notwithstanding anything contained elsewhere in this Agreement, the liability of the Investor shall not exceed its investment with the Portfolio Manager.

6.20. Specific rights applicable to Investor of Non-discretionary Portfolio Management services:

6.20.1 Notwithstanding the provisions of this Agreement, the Investor may, if he so desires, seek advice on the Portfolio strategy, investment or disinvestments from any person other than the Portfolio Manager as it may deem fit, for the same Funds and Securities in respect of which the Portfolio Manager has rendered its Services.

6.20.2 The Investor has the sole discretion to decide on whether to act upon the advice tendered by the Portfolio Manager and the Portfolio Manager shall have no power, authority, responsibility or obligation to ensure or cause the Investor to act upon the advice tendered by the Portfolio Manager pursuant to this Agreement.

## 7. DIGITAL TRANSACTION FACILITY:

7.1. The Portfolio Manager may at its sole discretion grant access to a Digital Transaction Facility to the Investor. The Portfolio Manager may issue and assign a unique Login ID and/or Personal Identification Number ("PIN") and/or any other identification ("ID") and/or password to the Investor so as to enable the access of Digital Transaction Facility (collectively referred to as "Login Credentials"). The Investor is/are responsible for safeguarding the secrecy and confidentiality of any such Login Credentials. Any transactions done through the Login Credentials assigned to the Investor will be deemed to be made by the Investor.

7.2. The Investor agrees that Login Credentials shall be sent by the Portfolio Manager to the email id / contact details mentioned in the Application Form or as registered by the Investor through separate request in prescribed form. In case the account is held jointly by two or more persons, the requests posted and transactions done through the Digital Transaction Facility shall be binding on all the joint holders.

7.3. The Investor agrees that the Portfolio Manager may at its sole discretion accept the requests and process the transactions received through electronic mode from the investor. All such requests/ transactions shall be considered as legal, valid and fully enforceable in respect of all the joint holders to the fullest extent permitted by the Applicable Laws.

7.4. In consideration of the Portfolio Manager providing Digital Transaction Facility, the Investor agrees to indemnify and hold the Portfolio Manager, its Affiliates, directors, employees, representatives and agents against all losses expenses and liabilities which the Portfolio Manager, its Affiliates, directors, employees, representatives and/or agents may incur, sustain, suffer or are likely to suffer in connection with execution of the Investor's instructions and against all actions, claims, demands, proceedings, losses, damages, costs, charges and expenses as a consequence or by reason of providing service through Digital Transaction Facility or considering and processing request received through registered email ID of the Investor for any action taken or omitted to be taken by the Portfolio Manager, its Affiliates, directors, employees, representatives and/or agents.

7.5. The Investor agrees to indemnify, defend and hold harmless the Portfolio Manager, its Affiliates, directors, employees, representatives and agents against any claim, suit, action or other proceeding brought against the Portfolio Manager, its Affiliates, directors, employees, representatives and/or agents by a third party, to the extent that such claim, suit, action or other proceeding brought against the Portfolio Manager, its Affiliates, directors, employees, representatives and/or agents is based on or arises in connection with:

- i. violation of the terms and conditions, breach of any covenant or obligation to be performed by the Investor/ any authorised personnel of the Investor; or
- ii. any misrepresentation or breach of representation or warranty made by the Investor; or
- iii. any deletions, additions, insertions or alterations to, or any unauthorized use of, Digital Transaction Facility by the Investor/ any authorised

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# Portfolio Management Services Agreement

personnel of the Investor; or

iv. any loss due to any virus or malware that may affect the Portfolio Manager's or any of its Affiliates, sub-contractors, agents or service provider's system; or

v. any errors, delays, problems or non-receipt of any instructions / requests / applications claimed to have been sent by the Investor/authorised personnel of the Investor; or

vi. any of them acting or refraining to act pursuant to, in accordance with or relying upon, any instructions / requests / applications.

7.6. The Investor acknowledges and understands that the internet per se is susceptible to a number of frauds, misuse, hacking and other actions that could adversely affect the Investor's use of the Website. Whilst the Portfolio Manager shall endeavor to provide reasonable security to prevent the same, the Portfolio Manager however, disclaims all the responsibilities/liabilities arising from such internet frauds, hacking and other actions that could affect the use of the Website including resultant delay or failure in receipt, or processing of the transaction, requests and applications the Investor desires to make.

## 8. MINIMUM CORPUS AND TENURE:

8.1. The Funds and the Securities placed by the Investor with the Portfolio Manager for Services under this Agreement shall continue to be under the Services until termination of the Agreement under Clause 10 or until withdrawn by the Investor by a specific instruction to the Portfolio Manager as detailed herein.

8.2. Any partial withdrawal of Funds/Securities by the Investor shall be subject to a minimum amount of Portfolio (as specified by SEBI) being maintained at all times by the Investor. The Portfolio Manager reserves right to refuse any application for partial withdrawal of Portfolio which is not in conformity of this condition.

8.3. In the event the Investor intends to withdraw part of the Funds/Securities from the Portfolio Management Services, the Investor must at its own cost and risk (such as capital gain tax and exit load) give to the Portfolio Manager minimum one week prior notice in writing or request through Digital Transaction Facility of its intention to withdraw Securities or Funds from the Portfolio Management Services (in the form prescribed by the Portfolio Manager). Provided however that the Investor shall ensure that pursuant to the redemption request, the value of the Portfolio under the management of the Portfolio Manager shall not fall below the required minimum investment amount as prescribed by SEBI or the Portfolio Manager

from time to time. In case the value of the Portfolio of the Investor pursuant to a partial withdrawal request by the Investor falls below the minimum investment amount requirement as specified above, this Agreement shall be deemed to be terminated in accordance with the Clause 10 (Term and Termination).

8.4. The Portfolio Manager shall handover the withdrawn Portfolio to the Investor within 30 (thirty) days of the withdrawal request in the form of Securities or Cash as may be deemed fit by the Portfolio Manager.

8.5. In the event the Investor intends to withdraw the entire Corpus, this Agreement shall be terminated in accordance with the Clause 10 (Term and Termination).

8.6. All interest, bonus, dividend or any other sums, accretions and or income arising, due, accruing on all or any Securities, Funds and other Portfolio of the Investor shall be deemed to form part of the Portfolio under management by the Portfolio Manager. Any withdrawal by the Investor of such accruals shall be deemed to be a withdrawal of Portfolio and the provisions of this Clause shall apply to all such withdrawals.

8.7. The Investor may introduce additional Fund/Securities through Digital Transaction Facility or through physical mode subject to the condition that the value of Portfolio pursuant to such additions shall meet the criterion of minimum investment amount prescribed by SEBI or specified by Portfolio Manager from time to time.

## 9. FEES, CHARGES AND BILLING

9.1. The Investor agrees to pay to the Portfolio Manager a Portfolio Management Fee in the form of a Fixed Fee or a Performance Based Fee or a combination of both at the rates and in the manner provided in Schedule C forming part of this Agreement and as revised and mutually agreed to by both the Parties from time to time.

9.2. In addition to the Portfolio Management Fees stated here-in-above and subject to Applicable Laws, the Investor shall also pay to the Portfolio Manager, such transaction fees, brokerage charges, safe custody fees, demat fees, and/or disbursement made in respect of the investments (and/or disbursements) made under this Agreement.

9.3. The Investor agrees to pay to the Portfolio Manager, an exit fees on the withdrawal of Funds or Securities from the Portfolio prior to expiry of specified tenure at a mutually agreed rate and as mentioned in Schedule C. Charging of exit fees shall be at the sole discretion of the Portfolio Manager subject to Applicable Laws and in accordance with provisions of this Agreement.

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9.4. For the purposes of this Agreement, the Investor is aware and agrees that all applicable fees and charges payable for availing the Services under this Agreement shall be debited to the Investor's account which shall be in addition to the Portfolio Management Fees as envisaged above. The said fees and charges as debited to the Investor's accounts are not reversible /refundable. In case of Non-Discretionary Portfolio Management Investors, payment for fees and charges will be settled by selling of securities as the default option. The securities will be selected for selling based on the highest value in the portfolio.

9.5. In the event the Investor's account does not have sufficient Cash, the Portfolio Manager shall be entitled to charge the amount to the Investor and the Portfolio Manager shall have the right of lien and set-off over the Securities of Investor till such payment is made by the Investor or sell the securities, as it may, deem fit.

9.6. The Portfolio Manager shall have a right to appropriate the amounts payable under this Clause or under any other provision of this Agreement from the Portfolio of the Investor and the Portfolio Manager may for this purpose sell or otherwise liquidate the Portfolio or any part thereof.

9.7. Subject to Applicable Laws, the Portfolio Manager shall be entitled to recover any incidental expenses such as stamp duties, registration charges, brokerage, commission, (except in cases of direct on-boarding) compensation, professional fees, legal fees, consultancy charges, service charges, etc. and such other expenses, duties, charges incurred on behalf of the Investor at actual basis on account of the Services provided to the Investor. Such expenses shall be charged to the Investor's account from time to time at the sole discretion of the Portfolio Manager.

9.8. Receipts of payments shall be evidenced by way of entries in the books of accounts and where received through bank instruments, the Investor may obtain receipts thereof on demand.

9.9. The Investor agrees that the fees and charges described in the Schedule C are the maximum rates levied by the Portfolio Manager. However, the Portfolio Manager has absolute discretion to change the fees to the extent the fees do not exceed the mutually agreed fees as specifically mentioned in Schedule C.

9.10. In case of insufficient liquid assets in the account, the Investor will be required to pay the outstanding amount to the Non-discretionary Portfolio Manager within a period of 7 business days from the date of invoice. Upon non-payment of the charges after the

said period, the Portfolio Manager reserves the right to debit said charges from any other asset of the Investor or by selling the securities of the Investor without Investor consent. The fees as debited to the Investor's account are not reversible.

9.11. The charges/fees shall be paid by the Investor to the Portfolio Manager or the Portfolio Manager shall debit such charges/fees from the Investor's Bank Account. All fees, charges and reimbursement of expenditure shall be paid or made in full by the Investor without any counter claim, set off or withholding. All the Investor's liabilities and obligations hereunder to the Portfolio Manager shall be joint and several.

## 10. TERM AND TERMINATION

10.1. This Agreement shall commence from the date of execution of this Agreement and shall have initial term of 10 (ten) years ("Initial Term"). At the end of the Initial Term, this Agreement shall be deemed to be automatically renewed until either Party terminates in accordance with this Agreement.

10.2. The Portfolio Manager reserves the right to terminate this Agreement with immediate effect in case the Investor does not pay any fees as required to be paid by it to the Portfolio Manager in terms of this Agreement or if the Investor commits a breach of any of its obligations under this Agreement.

10.3. Subject to the terms of this Agreement and the PM Regulations, as amended from time to time, this Agreement and the Services may, at any time, be terminated under the following circumstances:

- i. By operation of law
- ii. Voluntary or compulsory termination of portfolio management services by the Portfolio Manager;
- iii. Suspension or termination of registration of Portfolio Manager by the SEBI;
- iv. Bankruptcy or liquidation of the Portfolio Manager;
- v. Closure of the business of the Portfolio Manager;
- vi. By mutual consent;
- vii. In the event of death, insolvency, dissolution or winding up of the Investor; or
- viii. Voluntary or compulsory termination by the Investor.

10.4. The Investor may at any time terminate this Agreement by giving not less than 30 (thirty) days prior written notice of termination to the

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# Portfolio Management Services Agreement

Portfolio Manager.

10.5. The Portfolio Manager may at any time terminate this Agreement by written notice of termination to the Investor.

10.6. Upon termination of this Agreement, the Portfolio Manager shall, within a period of 30 (thirty) days from the date of termination notice, pay and/or deliver the Portfolio to the Investor. Subject to the terms specified in the Schedule C, the Investor shall be entitled to choose to receive the Securities forming part of the Portfolio in the form of Securities or the equivalent Cash amount representing the Securities by informing the Portfolio Manager through the termination notice. In the event the Investor chooses to receive the Portfolio in the form of Cash, the Portfolio Manager shall endeavour to sell the Securities and pay the net proceeds thereof to the Investor within a period of 30 (thirty) days of termination of the Agreement. Provided that if the Portfolio Manager is for any reason unable to sell the Securities, the Investor shall be obliged to accept the Securities. Till such termination of this Agreement, the Portfolio Manager shall be entitled to act in its capacity as portfolio manager as per this Agreement.

10.7. In the event of the death, disability, succession, nomination of the Investor, the legal representative of the Investor shall intimate the Portfolio Manager of the death or disability of the Investor as soon as possible, and this Agreement shall thereupon terminate on the expiry of 30 (thirty) days of the Portfolio Manager receiving such intimation and subject to submission of requisite documents to the satisfaction of the Portfolio Manager. Till such termination of this Agreement, the Portfolio Manager shall be entitled to act in its capacity as Portfolio Manager as per this Agreement. The Power of Attorney granted by the Investor under this Agreement shall continue to subsist after the demise/disability of the Investor for a period of 30 (thirty) days from the date on which the Portfolio Manager is informed of the death/disability of the Investor by the legal representative of the Investor and the Portfolio Manager shall be entitled to continue to act under the terms of the said Power of Attorney. Any intimation under this Clause shall be in writing and addressed to the Portfolio Manager.

10.8. Upon the termination of this Agreement as a consequence of the death of the Investor, the Portfolio Manager shall:

a) where the Investor comprises of only one person, the Portfolio Manager shall:

i. Permit the nominee of the Investor (designated in the Application) or, if for any reason the same is not possible or practicable, permit

such persons as the Portfolio Manager has bona fide reason to believe are the heirs, executors or administrators of the deceased Investor, to operate the Bank Account (if opened in the name of the Investor) and/or the DP Account (if opened in the name of the Investor), if the rules of operation of the Bank Account and/or the DP Account so permit; and/or.

ii. Deliver the Portfolio to the nominee of the Investor (as designated in the Application) or, if the nominee is not specified, to such persons as the Portfolio Manager has bona fide reason to believe are the heirs, executors or administrators of the deceased Investor.

b) where the Investor comprises of two or more persons, the Portfolio Manager shall:

i. permit the surviving person(s) who comprise the Investor (hereinafter the "Survivor/s") to operate the Bank Account (if opened in the name of the Investor) and/or the DP Account (if opened in the name of the Investor), if the rules of operation of the Bank Account and/or the DP Account so permit; and/or.

ii. Deliver Portfolio to the survivor/s.

iii. Upon such delivery, the Portfolio Manager shall stand discharged of all obligations hereunder or in relation to the Portfolio.

10.9. The provisions of this Agreement relating to the payment of Portfolio Management Fees, costs, charges, expenses and other amounts to the Portfolio Manager, and all such rights and obligations which have accrued or arisen prior to and/or as a result of the termination of this Agreement shall survive the termination of this Agreement.

## 11. TRANSFER, REGISTRATION AND CUSTODY

11.1. The Portfolio Manager shall use reasonable care and diligence for the safe custody of the Portfolio and shall make reasonable endeavors to, at the investor's cost/as may be decided by the portfolio manager arrange for the custody of the Portfolio by keeping them in its actual control and/or custody or by appointing and using a Custodian or other agent for this purpose, as it deems fit. The Investor hereby authorises the Portfolio Manager to enter into such agreements on behalf of the Investor with such persons (including, without limitation, custodians of securities) as the Portfolio Manager considers appropriate for arranging for the custody of the Portfolio.

11.2. The Investor agrees to duly provide from time to time such information/documents as may be required by the Portfolio Manager for the purpose of availing the services of the Custodian appointed by the Portfolio Manager.

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11.3. The Investor authorizes the Portfolio Manager to register the Investor's Securities in its name, for claiming and receiving all accruals, accretions, benefits, allotments, calls, returns, privileges, entitlements, refunds, substitutions and/or replacements or any other beneficial interest including dividend, interest, rights, bonus owing to the Investor on account of such investments. Subscription/renunciation of rights entitlements shall be at the sole discretion of the Portfolio Manager. The Investor shall be entitled to all the rights and benefits and be subjected to all the liabilities in respect of the Securities purchased/sold under this Agreement.

11.4. Notwithstanding anything stated above, the Portfolio Manager shall not be liable if any instruments relating to any of the Securities are damaged, mutilated, torn, destroyed, lost, misplaced or otherwise become unavailable or if any Securities are lost, stolen, destroyed or pilfered in any manner.

## 12. CONFLICT OF INTEREST

12.1. The Investor recognizes that the Portfolio Manager may have a direct or indirect interest or a relationship with another party, which may involve a potential conflict with the Portfolio Manager's duty to the Investor. The Portfolio Manager shall not be liable to the Investor for any profit, commission (except in cases of direct on-boarding) or remuneration made or received from or by reason of such transactions or any connected transactions and the Portfolio Management Fees shall not be abated thereby. For example, such potential conflicting interests may arise because:

- (i) The Portfolio Manager undertakes investment business for other Investor;
- (ii) The transaction is in securities issued by another Investor of the Portfolio Manager;
- (iii) The Portfolio Manager or its associates or group companies provide certain services (including underwriting services) to the issuer of Securities in which investment is made as part of the Portfolio to the extent permitted by SEBI.

12.2. The Investor takes note of the potential conflict situations and confirms that notwithstanding this, the Portfolio Manager is authorized to make investments/disinvestments on behalf of the Investor, whether or not such investment/disinvestments involves a conflict.

12.3. With reference to Discretionary Portfolio Management Services, the Portfolio Manager shall have the sole and absolute discretion to invest / divest the Investor's Funds in permissible

Securities, including the Securities issued by any of the group or associates companies / entities of the Portfolio Manager.

12.4. The Portfolio Manager may also invest in any financial instruments issued by any of the group companies of the Portfolio Manager. The Portfolio Manager may invest in units of mutual funds only through direct plans and shall not charge any distribution related fees to the Investor in accordance with the SEBI Regulations.

12.5. The Investor shall (promptly on gaining knowledge of the same) inform the Portfolio Manager in writing the details of all Securities held by the Investor in any listed company or corporate body in order that the purchases of shares by the Portfolio Manager on account of the Investor do not attract any provisions of the SEBI (Substantial Acquisition of Shares & Takeovers) Regulations, 2011 as amended from time to time ("the Takeover Regulations"). Compliance with the provisions of the Takeover Regulations on account of any purchases of Securities under Discretionary Portfolio Management Services / Non-discretionary Portfolio Management Services shall be the responsibility of the Investor, and the Investor shall keep the Portfolio Manager indemnified against the consequences of any non-compliance thereof by the Investor.

12.6. The Investor agrees and accepts that the Portfolio Manager may, from time to time:

- i. Acquire, have and/or maintain a position in any security similar to the Securities held, purchased or sold for the Investor forming part of the Portfolio of the Investor;
- ii. Purchase or sell on behalf of the Investor any Security which forms part of the overall portfolio of the Portfolio Manager or its other Investor or which is otherwise purchased, sold or traded in by the Portfolio Manager on its own account or on account of its other Investor(s); The Investor is aware of such interest of the Portfolio Manager under the scheme vis-a-vis in proprietary account of the Portfolio Manager.
- iii. Purchase or sell on its own account or on behalf of any other Investor, any Security which forms part of the Portfolio of the Investor.
- iv. Have a commercial or other relationship or agreement with share and stock-brokers, banks and companies with whom or through whom transactions are carried out for purchase and sale of any of the Securities or with any issuer of Securities whose Securities are purchased and or sold for the Investor;
- v. Deal on the Investor's behalf with any Affiliate of the Portfolio Manager as long as the terms are as favorable to the Investor as would be ordinarily obtained from a concern which is not an Affiliate;

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vi. Act as principal, agent or broker in any transaction; and in such event, the Portfolio Manager shall be separately compensated for its actions in that capacity;

vii. Employ, retain or appoint any Affiliate of the Portfolio Manager as broker, Custodian, research providers, consultants or in any other capacity for carrying out any of the functions or work relating to the Discretionary Portfolio Management Services and Non-discretionary Portfolio Management Services provided to the Investor.

12.7. Unless restricted under Applicable Laws, the Portfolio Manager may receive commissions and other payments from mutual funds and other issuers in respect of purchase, sale or other dealings in Securities pursuant to this Agreement.

12.8. The Portfolio Manager may, from time to time invest in Securities, for the issue of which the Portfolio Manager or any of its Affiliates is the lead manager, underwriter, merchant banker, or other intermediary.

12.9. The Investor understands that the Portfolio Manager serves as Discretionary and Non-Discretionary Portfolio Manager for other Investor and will continue to do so. The Investor also understands that the Portfolio Manager may give advice or take action in performing their duties to other Investor, or for their own accounts, that differ from advice given to or acts taken for the Investor. The portfolio Manager is not obligated to buy, sell or recommend for the Investor any security or other investment the Portfolio Manager may buy, sell or recommend for any other Investor or for its own accounts. This Agreement does not limit or restrict in any way the Portfolio Manager from buying, selling or trading in any security or other investment for their own accounts.

## 13. MARKET AND OTHER RELATED RISKS

13.1. It is expressly stated and understood by and between the Parties that the nature of the Services provided herein carries certain risks. The Investor clearly understands that investments in Securities entail a high degree of risk and there can be no assurance from the Portfolio Manager that the objectives of Portfolio Management services will be achieved. There is no assurance for the achievement of minimum returns or guaranteed returns thereon or even as regards preservation of capital. Further, risk may also arise from the investment objective and the investment policy and these risks are inherent in this business. A list illustrating some of the associated risks under the head "Risk Factors" is attached as Schedule B hereto. The Investor acknowledges that the list is merely an illustrative list

indicative of some of the risks associated with the Services and does not purport to be exhaustive.

13.2. The Investor acknowledges that the Investor has received, read and understood the Disclosure Document provided by the Portfolio Manager, and has entered into this Agreement with the full knowledge of such associated risks.

13.3. Details of risk foreseen by the Portfolio Manager and the risk relating to the securities recommended by the Portfolio Manager for investment or disinvestment includes but are not restricted to the following:

i. Investment in equities, exchange traded funds, and mutual funds are subject to market risks.

ii. As with any investment in Securities, the Net Asset Value of the Portfolio can go up or down depending upon the factors and forces affecting the capital markets.

iii. The performance of the Portfolio Manager and the objective of the Portfolio Management Services may be affected by changes in Government policies, general levels of interest rates and risks associated with trading volumes, liquidity and settlement systems in equity and debt markets.

## 14. REPAYMENT

14.1. The Portfolio Manager shall, on termination and/or determination of this Agreement, as stated here-in-above arrange to deposit in the designated Bank Account the net realizable value (i.e. gross market value net of costs of realization) of Securities held in the Investor's account together with all accruals, accretions, benefits, allotments, calls, refunds, returns, privileges, entitlements, substitutions and/or replacements or any other beneficial interest including dividends, interest, bonus as well as residual Cash balance, if any on such date, subject to the Investor fulfilling all its obligations under this Agreement. The Securities shall be disposed off by the Portfolio Manager as provided by the Securities Contracts (Regulation) Act, 1956 and/or any other relevant statute unless the Investor desires to receive the Securities forming part of the Portfolio in-specie, by informing the Portfolio Manager through the notice of termination or by informing the Portfolio Manager within 30 (thirty) days of receiving the notice of termination from the Portfolio Manager. The amount so realized, and/or the Securities together with residual Cash balances, if any, due and belonging to the Investor shall be made over to the Investor, subject to the following deductions:

i. Fees and charges levied and/or to be levied by the Portfolio Manager

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in terms of herein;

ii. All taxes, rates, fees, duties, commissions, costs, charges, penalties, deductions, recoveries and/or appropriations etc. to be made in accordance with Applicable Laws or otherwise on account of the Investor; and

iii. Any other dues, liabilities, obligations etc. owed by/due on account of the Investor under this Agreement.

14.2. The Portfolio Manager, by disbursement through payment or otherwise as stated under this Clause, subject to all the above recoveries, deductions and appropriations, is validly discharged of all its obligations owed to the Investor or its nominee, as the case may be, in respect of this Agreement.

14.3. Any accruals, accretions, refunds, returns, or any other beneficial interest including dividend, interest, consideration from buy-back arising out of the amount as per this Clause, shall accrue to or vest in the Investor and shall accrue to and/or continue to vest with the Portfolio Manager, which, if received by the Portfolio Manager shall be turned/made over to the Investor.

14.4. Any, accretions, benefits, allotments, calls, privileges, entitlements, substitutions and/or replacements or any other beneficial interest including rights, bonus, voting right arising out of the Securities held in the name of the Investor, shall accrue to or vest in the Investor with the Portfolio Manager which, if received by the Portfolio Manager shall be given to the Investor.

## 15. ACCESS TO INFORMATION

15.1. Subject to prior notice, in writing, to the Portfolio Manager, the Investor shall have a right to access the following documents of the Portfolio Manager as listed below on business days between [11.00 hrs] to [17.00 hrs]:

- (i) Registration certificate of the Portfolio Manager;
- (ii) PM Regulations;
- (iii) Books of accounts of the Portfolio Manager relating to the transactions of the Investor;
- (iv) Disclosure Document;
- (v) Certificate of chartered accountant certifying the Disclosure Document.
- (vi) The Investor shall have a right to appoint an Independent Chartered Accountant to get its accounts with the Portfolio Manager audited. However, cost of such audit shall be borne by the Investor

alone and the Portfolio Manager shall not be responsible to bear the cost of such audit.

15.2. The Portfolio Manager shall maintain accounts in respect of transactions, Cash and Securities of or held by the Investor separately from the accounts in respect of other Investor. The Investor shall be entitled to obtain the details of the Portfolio from the Portfolio Manager.

15.3. The Portfolio Manager shall, on demand by written notice of at least 30 (thirty) days provide the Investor documents and information regarding the management of the Portfolio.

15.4. Nothing herein shall extend the obligation of the Portfolio Manager to provide any information relating to any other investments or securities of the Investor, which do not form part of the Portfolio.

The Investor further agrees as under:

i. The Investor shall access the statements, reports and other documents issued by the Portfolio Manager electronically and/or available on Website. The Investor understands that it shall be the Investor's responsibility to review all such statements, reports and other documents as issued / made available online by the Portfolio Manager.

ii. Such statements, reports and other documents shall be deemed to have been delivered on the day when the same is sent electronically and/or made available / uploaded on Website by the Portfolio Manager.

iii. The Investor shall take all the necessary steps to ensure confidentiality and secrecy of the Login Id and password of Investor's e-mail account and the Website as provided by the Portfolio Manager.

iv. Unless the Investor lodges a complaint with the Portfolio Manager as to its inability to access the system, it would be presumed that all the statements, reports and other documents have been properly delivered to the Investor. The Portfolio Manager shall not be liable or responsible for any breach of secrecy.

v. The Investor agrees that the Portfolio Manager fulfills its obligation to deliver to the Investor any such statement, report or document if sent either via electronic delivery to the e-mail account(s) provided by the Investor in the Application Form or if it is made available on the Website with restricted access to the Investor.

vi. The Portfolio Manager shall not be responsible for non-receipt of documents sent via electronic delivery / uploading on Website due to change in/incorrect e-mail address / correspondence address as mentioned or any other reason which inter alia include technical reasons or malfunction of the Investor's computer system/server/

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Second Applicant/ Authorised Signatory

Third Applicant/ Authorised Signatory

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# Portfolio Management Services Agreement

internet connection etc.

vii. It shall be the responsibility of the Investor to intimate the Portfolio Manager of any change in the Investor's e-mail account(s).

15.5. All proxies, annual reports, shareholder information and all other similar or related material received by the Portfolio Manager in relation to the Securities or the Funds, may be destroyed or disposed off in any manner at the sole option/discretion of the Portfolio Manager. The Portfolio Manager shall not be obliged to send any of the aforesaid information or material to the Investor.

15.6. The Investor hereby agrees and gives the distributor/ sub-distributor/ introducer the right to access the Investor's Portfolio information solely for the purpose of viewing and for availing Portfolio Management Services from the Portfolio Manager.

15.7. Tape Recording of Conversation: The Investor is aware that the Portfolio Manager could be tape- recording conversations between the Investor and/or the Investor's representative and the Portfolio Manager, over the telephone, and hereby specifically permits the Portfolio Manager to do so. Such records will be the Portfolio Manager's sole property and shall be accepted by the Investor as conclusive evidence of any Communication, advice or instructions to / from either Party. Such recordings may be relied upon by the Portfolio Manager as and when required to resolve disputes in connection with the trading transactions.

## 16. LIMITATION ON LIABILITY OF THE PORTFOLIO MANAGER

16.1. The Investor agrees and understands that the Services being provided by the Portfolio Manager under this Agreement involves certain risks and considerations generally associated with making investments in Securities and that the value of the Investor's Portfolio may be affected generally by factors affecting the capital markets and that there is also risk of loss due to lack of adequate external systems for transferring, pricing, accounting and safekeeping of record of securities. Further, the Investor also agrees and understands that consequently, the net current value of the Portfolio may fluctuate and the value may increase/decrease.

16.2. The Portfolio Manager, directly or indirectly, neither assures or guarantees any minimum returns nor guarantee achievement of the Investment Objectives. The Portfolio Manager shall not be liable in case of depreciation in the value of Securities in which the Portfolio Manager invests. It is further expressly understood by the Investor that no representation or warranties are held out by the Portfolio Manager about the safety or "soundness" of an investment made on

behalf of the Investor and all actions taken and acts done by the Portfolio Manager are done solely at the Investor account and risk; any actions which the Portfolio Manager takes or does not take as to the investments will be solely at the Investor account and risk and the Portfolio Manager shall not be held responsible in any manner whatsoever for making good any loss sustained or suffered by the Investor for any action taken or failure to act unless the Portfolio Manager acts with willful default, fraud, malafide, gross negligence or detrimental to the Investor's interest.

16.3. The Investor acknowledges and agrees that the Portfolio Manager (or its directors, officers, employees, agents, group entities, consultants or other representatives or any other intermediaries like Mutual Funds, Custodian, Brokers etc.) shall not be responsible or liable for any direct, indirect, incidental, consequential, special, exemplary, punitive or any other damages (including loss of profits, loss of goodwill, business interruption etc.) for any error of judgment, mistake or for any loss suffered by the Investor in connection with the Services or in respect of any matter to which the Agreement relates unless such damage or loss is finally judicially determined to have resulted from malafide, fraud, conflict of interest or gross negligence of the Portfolio Manager. Without prejudice to the generality of the above, the Portfolio Manager shall not be liable for any loss or damage caused to the Investor by reason of:

- i. Any delay, error, default and failure by the Investor in providing instructions/communication to the Portfolio Manager;
- ii. Any bad deliveries of any of the Securities;
- iii. Any loss or damage or delay caused during the transit of the Securities (whether by reason of an act or omission of the courier service or otherwise);
- iv. Any other risks generally associated with transactions on the stock exchange(s) and markets in general.

16.4. The Portfolio Manager shall not be liable for any loss, which may arise if it is prevented from discharging its obligations due to the occurrence of an event of force majeure as detailed in this Agreement.

16.5. The Portfolio Manager shall exercise due care and diligence in appointment of service providers (who shall, upon appointment, be deemed to be the Investor's agents) but shall not be responsible or liable in any manner whatsoever, for any negligence, lapse or any act of commission or omission on the part of the service providers in carrying out their duties or any instructions issued by the Portfolio Manager and any loss due to above shall be borne by the Investor.

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# Portfolio Management Services Agreement

## 17. INDEMNITY

17.1. The Investor shall indemnify and keep indemnified the Portfolio Manager and its directors, officers, employees, and representative and any Custodian, agent and other person specifically authorized by the Portfolio Manager of, from and against all and any costs, charges, expenses, losses, damages, claims and liabilities (including but without any limitation to any stamp duty, rates, taxes, and cess) incurred or to be incurred by the Portfolio Manager or its directors, officers, employees, or representative or any Custodian or, agent or other person specifically authorized by the Portfolio Manager or otherwise;

i. in the performance of the Discretionary Portfolio Management Services and any other rights, duties, obligations and functions under this Agreement.

ii. for acting or omission to act on the basis of any information or instructions given by the Investor.

17.2. The Investor shall indemnify and keep indemnified, the Portfolio Manager and its directors, officers, employees, or representative, any Custodian, agent and any other person specifically authorized by the Portfolio Manager from and against any losses, cost, expenses, damages, actions and proceedings in the event of non-compliance and/or by the Investor and/or its authorized representatives of the provisions of this clause or any applicable laws.

17.3. The Investor undertakes to comply with all statutory and other requirements as may be applicable to it from time to time and the Investor shall indemnify and keep indemnified, the Portfolio Manager and its directors, officers, employees, representatives, any Custodian, agent and any other person specifically authorized by the Portfolio Manager from and against any losses, cost, expenses, damages, actions and proceedings in the event of non compliance of statutory and/or other requirements by the Investor and/or its authorized representatives.

17.4. The Investor undertakes that the Investor shall only invest with the Portfolio Manager those Funds and Securities of which the Investor is a lawful owner. The Investor undertakes that the Investor shall not act in a capacity of a broker or portfolio manager and all transactions pursuant to this Agreement shall be on its own account. The Investor shall indemnify and keep indemnified, the Portfolio Manager and its directors, officers, employees, representatives, any Custodian, agent and any other person specifically authorized by the Portfolio Manager from and against any losses, cost, expenses,

damages, actions and proceedings in the event of non-compliance of such requirements by the Investor.

17.5. The Investor shall indemnify and keep indemnified the Portfolio Manager; and every person appointed by the Portfolio Manager shall be entitled to be indemnified out of the funds deployed in respect of and against any charges arising out of payment of stamp duty or any taxes, costs, expenses and liabilities;

i. Properly incurred or levied on it in the execution of its rights and duties under this Agreement;

ii. Incurred and or levied on it as a result of the Portfolio Manager acting or not acting on the basis of any information given by the Investor or any agent of the Investor;

iii. Consequent on any mistake, oversight or error of judgement on part of the Portfolio Manager or any appointee and;

iv. Against all actions proceedings, costs, claims and demands in respect of any matter or thing done or omitted in any way in relation to these presents.

17.6. The Investor hereby unconditionally and irrevocably undertakes to the Portfolio Manager that:

i. The Investor shall promptly and regularly pay wealth-tax, income-tax and other taxes, if any payable, on the income, arising whether by way of interest, dividend, short term and long term capital gain or otherwise howsoever and on the value of the Portfolio and irrespective as to whether such Portfolio is held and /or registered in the name of the Investor or the Portfolio Manager or any other person nominated by the Portfolio Manager;

ii. The Investor shall also promptly and in a timely manner pay all the aforesaid taxes, levies, duties, payments to be paid on the Portfolio including payment for unpaid calls on shares, as and when the same are to the paid under law; and

iii. The Investor shall promptly and in a timely manner file all tax returns, statements, applications under the provisions of law.

iv. The Investor shall promptly return any sum of money or Securities, which have been erroneously credited to the account of the Investor and the Investor, shall indemnify and keep indemnified the Portfolio Manager from and against all losses, expenses, costs, actions and proceedings in this regard.

v. The Investor shall inform the Portfolio Manager of any order passed against the Investor and/or its associated entities by SEBI or any other regulatory authority including but not limited to orders restricting or

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# Portfolio Management Services Agreement

debaring the Investor and/or its associated entities from dealing in the securities market. The Investor shall indemnify and keep indemnified the Portfolio Manager from and against all losses, expenses, costs, penalties, actions and proceedings in the event of non-compliance of the provisions of this Clause by the Investor and/or its authorized representatives.

vi. The Investor shall (promptly on gaining knowledge of the same) disclose to the Portfolio Manager in writing the details of the interest of the Investor in any listed company or other corporate body which may enable the Investor to obtain unpublished price sensitive information in respect of such company or corporate body. The Investor shall keep the Portfolio Manager indemnified against the consequences of any non-disclosure in this respect.

17.7. The provisions of indemnity contained herein shall survive termination of this Agreement.

## 18. ADDITIONAL TERMS AND CONDITIONS APPLICABLE TO NRI [If Applicable]

18.1. In the event of the Investor being a Non-Resident Indian ("NRI") (as understood in the applicable foreign exchange laws):

a) If the Portfolio Manager is required under Applicable Laws, including without limitation the Income– tax (11th Amendment) Rules, 2015 notified by the Central Board of Direct Taxes ("FATCA Implementation Rules"), to provide information regarding the Investor to any regulatory authority and/or the Portfolio and/or income therefrom, and the Portfolio Manager complies with such request in good faith, whether or not it was in fact enforceable, they shall not be liable to the Investor or to any other party as a result of such compliance or in connection with such compliance. The Investor will be required to comply with the request of the Portfolio Manager to furnish such information/ documentation/declarations as and when deemed necessary by the Portfolio Manager in accordance with the Applicable Laws including any compliances under FATCA Implementation Rules.

b) The provisions of the FATCA Implementation Rules are relevant not only at on-boarding stage of the Investor but also throughout the life cycle of the Agreement. The Investor therefore should immediately intimate to the Portfolio Manager, any change in their status with respect to any FATCA Implementation Rules related information /documentation/declarations provided by them previously.

c) The Investor represents that the Investor has obtained all relevant

exchange control permissions for the purpose of entering into this Agreement and performing the transactions hereunder (including without limitation approvals required from the RBI). The Investor shall adhere to all requirements of all exchange control regulations applicable to the Investor in all dealings / transactions.

d) All communications / intimations by the Investor to the Portfolio Manager shall be accompanied by the requisite approvals from RBI and/or any other regulatory authorities.

e) The Portfolio Manager shall also be specifically empowered pursuant to this Agreement to liaise with the RBI for legal approvals / reporting on behalf of the Investor.

f) The Portfolio Manager shall not be liable for any loss caused to the Investor as a consequence of any delay of RBI or any other regulatory authority.

g) The Investor shall indemnify the Portfolio Manager for the consequences that the Portfolio Manager may suffer due to any non-compliance by the Investor with any regulatory requirements.

h) Without prejudice to the other provisions contained here-in-above, in all dealings with the Investor the Portfolio Manager shall be entitled to presume (without being bound to) that the Investor has obtained all necessary approvals pursuant to the applicable exchange control regulations.

i) In the event of any Securities purchased for the Investor not being registered in the Investor's name due to any regulatory restrictions (including the ceiling on percentage of NRI holdings in the relevant company), the Investor shall be liable for and shall indemnify the Portfolio Manager from all losses that the Portfolio Manager may suffer as a consequence of such transaction (including without limitation, the loss arising out of the sale of such securities in the market).

j) The Portfolio Manager shall be entitled to rely upon and deduct tax at source on the basis of certificates and/or statements of calculation of income and capital gains given to the Portfolio Manager by the Investor or the Investor's chartered accountants. The Portfolio Manager shall not be liable for any inaccuracy or error in the computation thereby and shall be entitled to rely upon the same as being true, fair and complete in all respects. The Investor shall indemnify the Portfolio Manager for all losses caused as a consequence of any misrepresentation, incompleteness, inaccuracy or error in such computations / statements / certificates, as the case may be.

k) Presently, tax is not withheld at source for non-resident and resident. If any tax is required to be withheld on account of any future legislation,

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# Portfolio Management Services Agreement

the Portfolio Manager shall be obliged to act in accordance with the regulatory requirements in this regard.

## 19. REPRESENTATIONS AND WARRANTIES

19.1. The Parties hereto represent and warrant that:

- i. Each of them has full power, capacity and authority to carry on its business;
- ii. The execution and delivery of this Agreement and all other agreements contemplated herein will not result in the breach of any terms and conditions of any agreement or deed, or constitute default under Applicable Law or other obligations to which it is bound or violate any rule, regulation or law of any Government or any order, judgment or decree of any court or government body; and
- iii. The execution and delivery of this Agreement and the other acts/covenants/contemplated hereby have been duly authorized by all necessary approvals / sanctions / resolutions such as those of board of directors and shareholders actions.

19.2. The Investor hereby represents, warrants and declares to the Portfolio Manager that

i. the execution, delivery and performance by the Investor of this Agreement and the acts and transactions contemplated hereby do not and will not, with or without the giving of notice or lapse of time or both, violate, conflict with, require any consent under or result in a breach of or default under:

- (a) Any law to which it is subject; or
  - (b) Any order, judgement or decree applicable to it; or
  - (c) Any term, condition, covenant, undertaking, agreement or other instrument to which it is a party or by which it is bound;
- ii. there are no legal, quasi-legal, administrative, arbitration, mediation, conciliation or other proceedings, claims, actions, governmental investigations, orders, judgements or decrees of any nature made, existing, threatened, anticipated or pending against the Investor which may prejudice the due performance or enforceability of this Agreement or any obligation, act, omission or transactions contemplated hereunder.

19.3. The Portfolio Manager represents to the Investor that the Portfolio Manager is duly registered with SEBI as a Portfolio Manager and continues to hold such registration as on the date of this Agreement.

19.4. The Investor acknowledges that the Portfolio may have

Securities that have limited liquidity and consequently, the Portfolio Manager may not be able to liquidate the investment in such Securities. In the event that the Portfolio Manager is unable to liquidate the investment in such Securities, the Portfolio Manager may, if required in terms of this Agreement, deliver the Securities to the Investor.

19.5. In the event of a change in the constitution, identity by change of name and/ or residential status of the Investor during the currency of this Agreement, it shall be the duty of the Investor to keep the Portfolio Manager duly informed of such a change.

## 20. CONFIDENTIALITY

Neither Party hereto shall during the continuance of this Agreement or after its termination disclose to any person, firm, company or institution whatsoever (except with the authority of other party or except as required by the Applicable Law; or unless ordered to do so by a court of competent jurisdiction on any relevant regulatory authority) any information relating to the business, investments, finances or other matters of a confidential nature of any other Party of which it may in the course of its duties hereunder or otherwise become possessed and each Party shall use all reasonable endeavors to prevent any such disclosure as aforesaid.

The Portfolio Manager shall keep confidential all proprietary information exchanged between the Investor and the Portfolio Manager in the course of the Portfolio Manager's engagement hereunder unless the Portfolio Manager is legally compelled or required to disclose such information.

Notwithstanding anything to the contrary under this Clause 20, the Investor consents that the Portfolio Manager may disclose any information pertaining to the Investor to its agents, brokers, Custodians and any other service providers engaged by the Portfolio Manager for assisting it in providing the Services. Further, the Investor consents that the Portfolio Manager may share such information with its trusted vendors, service providers and its group companies to support its business and related activities.

## 21. ASSIGNMENT

The Investor shall not assign this Agreement or any part thereof to any third party except with the express prior written consent of the Portfolio Manager.

The Portfolio Manager may assign its rights or obligations hereunder to any other company, person, firm or institution acceptable and approved by SEBI by executing an instrument in writing whereby it shall assume the obligations of the Portfolio Manager hereunder and agree to be

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Second Applicant/ Authorised Signatory
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# Portfolio Management Services Agreement

bound by the provisions hereof, or to become the successor to the Portfolio Manager hereunder and thereafter such assignee/successor may exercise all of the powers and enjoy all of the rights and be subject to all the duties and obligations of the Portfolio Manager hereunder as fully as though originally named as a party to this Agreement.

## 22. NOTICE

Any notice or communication to be given by one Party to the other may be given by registered post or courier, facsimile electronic mail and personal delivery. Such notice or communication shall be sent at the address of the Party herein before mentioned or such other address that may be communicated by the Party concerned to the other Party from time to time. Any notice given by one Party to the other shall be deemed to have been received by recipient within 4 (four) days from the date of dispatch of the registered post/courier; within 24 (twenty four) hours from the electronic mail being sent; upon receiving the confirmation of transmission of the facsimile or when delivered in case of personal delivery.

## 23. ENTIRE AGREEMENT

This Agreement together with the Application Form, annexures and schedules attached hereto and executed by the Parties hereto constitutes the entire agreement between the Parties hereto with respect to the subject matter hereof and supersedes and cancels all previous agreements, negotiations thereof. This Agreement, Application Form, schedules and annexures shall not be changed, altered or amended except in writing and on execution by duly authorized representatives of both Parties hereto.

## 24. WAIVER

No provision of and no default under this Agreement may be waived except by an instrument in writing signed by the Party waiving the provision of this Agreement or default committed thereunder. No waiver of any provision or default shall be deemed a waiver of any other provision or default.

## 25. FORCE MAJEURE

Except to the extent otherwise provided herein, no liability shall result to either Party from delay in performance or from non-performance caused by circumstances beyond the control of the Party affected, including but not limited to act of God, fire, flood, explosion, war, theft, pandemic, lockdown, action or request of governmental authority, accident, labour shortage, but each of the Parties hereto shall be diligent in attempting to remove such cause or causes.

## 26. SEVERABILITY

This Agreement is subject to the restrictions, limitations, terms and conditions of Applicable Laws. If any term or provisions of this Agreement shall for any reason be held invalid, illegal or unenforceable, it shall not affect any other term or provision hereof, and this Agreement shall be interpreted and construed as if such term or provision, to the extent have been held as invalid, illegal or unenforceable, had never been contained herein. Any such invalidity or unenforceability of any provisions of this Agreement in any jurisdiction shall not affect the validity, legality or enforceability of this Agreement, including any 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 Applicable Law.

## 27. GOVERNING LAW, JURISDICTION AND GOVERNMENT REGULATIONS

27.1. This Agreement shall be governed and construed in accordance with the laws of India and shall be subject to the exclusive appropriate jurisdiction of the courts at Surat, Gujarat.

27.2. The Portfolio Manager has formulated this Agreement as per rules, regulations, guidelines and circulars issued by SEBI, and other regulatory/statutory authorities. In case of a change in the Applicable Law, the Portfolio Manager shall modify the provisions of this Agreement and to the extent necessary to ensure conformity to the Applicable Law.

## 28. MISCELLANEOUS:

28.1. Notwithstanding above the Investor is not entitled to subcontract or transfer any of its rights and obligations under this Agreement without prior written consent of the Portfolio Manager, however, the Portfolio Manager may assign all or part of its obligations under this Agreement.

28.2. If any provision of this Agreement is held to be invalid, illegal, or unenforceable then such provision shall be enforced to the maximum extent permissible so as to affect the intent of this Agreement, all other provisions will nevertheless continue in full force and effect.

28.3. The Agreement constitutes the complete agreement between the Parties and supersedes all prior or contemporaneous agreements or representations, written or oral, concerning the subject matter of this Agreement

28.4. This Agreement or any amendment and/or revision of this Agreement may be effected through the electronic execution through

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Second Applicant/ Authorised Signatory

Third Applicant/ Authorised Signatory

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# Portfolio Management Services Agreement

acceptable modes such as e-sign, digital signature etc. and shall constitute a legally valid, enforceable and binding acceptance by the Investor.

28.5. Indemnity Clause and Confidentiality Clause shall survive the termination of this Agreement.

28.6. This Agreement shall be first executed by the Investor and subsequently by the Portfolio Manager through its authorised signatory and shall be effective from the date of execution by the Portfolio Manager.

## 29. GRIEVANCE REDRESSAL /ARBITRATION

29.1. The Portfolio Manager shall ensure proper and timely handling of complaints from the Investor and take appropriate action immediately. In case of any grievance, the investors can contact the Portfolio Manager's Investor Relation Officer at [customer-care@njpm.com](mailto:customer-care@njpm.com)

29.2. Any dispute, difference or claim arising out of or relating to this Agreement, or the breach thereof, if unable to be resolved by the Parties, shall be finally settled by arbitration under the provisions of Arbitration and Conciliation Act, 1996 or any statutory amendments thereof or any statute enacted for replacement thereof and shall be referred to the sole arbitration of a person to be nominated / appointed by the Portfolio Manager. The Parties agree that until the arbitration proceedings are complete, they shall not take their disputes to a court of law. The arbitration shall in all be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996. The award declared by the arbitrator shall be final and binding on the parties.

29.3. The place of arbitration shall be Surat, Gujarat. The language to be used in the arbitration proceedings shall be English. Expenses in respect of arbitration proceedings shall be borne equally by the parties.

*IN WITNESS THEREOF the Parties to this Agreement have executed these presents:*

	<b>Sole/First Applicant/ Authorised Signatory</b>	<b>Second Applicant/ Authorised Signatory</b>	<b>Third Applicant/ Authorised Signatory</b>
Name of Investor			
Authorized Signatory Name*			
Signature of Signatory	32/38		
Name of Witness*			
Signature of Witness*			
Date of Signature*			

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(2) Not applicable for online applications.

<b>Name of Portfolio Manager</b>	<b>NJ Asset Management Private Limited</b>
Name of Authorized Signatory	
Signature of Signatory	
Name of Witness*	
Signature of Witness*	
Date of Signature*	

\*Not applicable for online applications.

## Risks (Schedule B)

(Pursuant to Clause 12)

i. Securities investments are subject to market and other risks and the Portfolio Manager provides no guarantee or assurance that the objectives set out in the Disclosure Document and/or the PMS Agreement shall be accomplished.

ii. Past performances of the Portfolio Manager do not guarantee its future performance.

iii. The value of the Portfolio may increase or decrease depending upon various market forces and factors affecting the capital markets such as de-listing of Securities, market closure, relatively small number of scrips accounting for large proportion of trading volume. Consequently, the Portfolio Manager provides no assurance of any guaranteed returns on the Portfolio. Investments in the Portfolio Management Investment Approaches stand a risk of loss of capital and the Investor should be aware that they may lose all or any part of their investments.

iv. The Investor stands a risk of loss due to lack of adequate external systems for transferring, pricing, accounting and safekeeping or record keeping of Securities. Transfer risk may arise due to the process involved in registering the shares, physical and demat, in the Portfolio Manager's name, while price risk may arise on account of availability of share price from stock exchanges during the day and at the close of the day.

v. The Portfolio Manager has reasonable experience or track record. However Investment decisions made by the Portfolio Manager may not always be profitable. While the Portfolio Manager shall take all reasonable steps to invest the Funds in a prudent manner, such decisions may not always prove to be profitable or correct. Consequently, the Investor shall assume any loss arising from such decisions made by the Portfolio Manager.

vi. Investments made by the Portfolio Manager are subject to risks arising from the investment approach, investment objective, investment approach and asset allocation.

vii. Not meeting the obligation with regards to corpus in terms of the PMS Agreement may have implications as set out therein and may also impact the profitability of the Portfolio.

viii. **Arbitrage Risk:** Any changes in trading regulations by the stock exchange(s) or SEBI may affect the ability of the Portfolio Manager to arbitrage resulting into wider premium/ discount to net asset value of the relevant securities in the portfolio.

**ix. Equity and Equity Related Risks:** Equity instruments carry both company specific and market risks and hence no assurance of returns can be made for these investments. While the Portfolio Manager shall take all reasonable steps to invest the Funds in a prudent manner in such instruments, such decisions may not always prove to be profitable or correct. Consequently, the Investor shall assume any loss arising from such decisions made by the Portfolio Manager.

**x. Exchange Traded Funds related Risks:** Exchange Traded Funds (ETFs) are subject to market volatility and the risks of their underlying securities, which may include the risks associated with investing in smaller companies, commodities, and fixed income investments. These securities underlying the ETFs target a small universe of securities, such as a specific region or market sector, are generally subject to greater market volatility, as well as to the specific risks associated with that sector, region, or other focus. ETFs that use derivatives, leverage, or complex investment strategies are subject to additional risks. The return of an index ETF is usually different from that of the index it tracks because of fees, expenses, and tracking error. An ETF may trade at a premium or discount to its net asset value (NAV). The degree of liquidity can vary significantly from one ETF to another and losses may be magnified if no liquid market exists for the ETF's shares when attempting to sell them. Each ETF has a unique risk profile, detailed in its prospectus, offering circular, or similar material, which should be considered carefully when making investment decisions.

**xi. Debt instrument related risks:** Investments in debt instruments are subject to reinvestment risks as interest rates prevailing on interest amount or maturity due dates may differ from the original coupon of the bond, which might result in the proceeds being invested at a lower rate.

**xii. Macro-Economic risks:** Overall economic slowdown, unanticipated corporate performance, environmental or political problems, changes to monetary or fiscal policies, changes in government policies and regulations with regard to industry and exports may have direct or indirect impact on the investments, and consequently the growth of the Portfolio.

**xiii. Liquidity Risk:** Liquidity of investments in equity and equity related securities are often restricted by factors such as trading volumes, settlement periods and transfer procedures. If a particular security does not have a market at the time of sale, then the Portfolio may have to bear an impact depending on its exposure to that

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## Risks (Schedule B)

particular security. While Securities that are listed on a stock exchange generally carry a lower liquidity risk, the ability to sell these investments is limited by overall trading volume on the stock exchange. Money market securities, while fairly liquid, lack a well developed secondary market, which may restrict the selling ability of such securities thereby resulting in a loss to the Portfolio until such securities are finally sold.

This risk is higher under the Services if the Portfolio Manager proposes to invest a large portion of the Portfolio in unlisted securities. Even upon termination of the Agreement, the Investor may receive illiquid securities and finding a buyer for such Securities may be difficult. Further, different segments of the Indian financial markets have different settlement periods and such periods may be extended significantly by unforeseen circumstances. Delays or other problems in settlement of transactions could result in temporary periods when the assets of the portfolio are un-invested and no return is earned thereon. The inability of the Portfolio Manager to make intended Securities purchases, due to settlement problems, could cause the Portfolio to miss certain investment opportunities.

**xiv. Credit Risk:** Debt securities are subject to the risk of the issuer's inability to meet the principal and interest payments on the obligations and may also be subject to the price volatility due to such factors as interest sensitivity, market perception, or the credit worthiness of the issuer and general market risk.

**xv. Interest Rate Risk:** is associated with movements in interest rates, which depend on various factors such as government borrowing, inflation, economic performance etc. The value of investments in fixed income Securities will appreciate/depreciate if the interest rates fall/rise. Fixed income investments are subject to the risk of interest rate fluctuations, which may accordingly increase or decrease the rate of return thereon. When interest rates decline, the value of a portfolio of fixed income securities can be expected to rise. Conversely, when interest rate rise, the value of a portfolio of fixed income securities can be expected to decline.

**xvi.** Acts of State, or sovereign action, acts of nature, acts of war, civil disturbance, lock-downs, policy changes of Local/International markets which affects stock markets are extraneous factors which can impact the Portfolio.

**xvii.** The Investor stands the risk of total loss of value of an asset which forms part of the Portfolio or its recovery only through an expensive legal process due to various factors which by way of

illustration include default or non-performance of a third party, investee company's refusal to register a Security due to legal stay or otherwise, disputes raised by third parties.

**xviii. Reinvestment Risk:** This risk arises from the uncertainty in the rate at which cash flows from an investment may be reinvested. This is because the bond will pay coupons, which will have to be reinvested. The rate at which the coupons will be reinvested will depend upon prevailing market rates at the time the coupons are received.

**xix. Non-Diversification Risk:** This risk arises when the Portfolio is not sufficiently diversified by investing in a wide variety of instruments. As mentioned above, the Portfolio Manager will attempt to maintain a diversified Portfolio in order to minimize this risk.

**xx. Mutual Fund Risk:** This risk arises from investing in units of Mutual funds. Risk factors inherent to equities and debt securities are also applicable to investments in mutual fund units. Further, scheme specific risk factors of each such underlying scheme, including performance of their underlying stocks, derivatives instruments, stock lending, off-shore investments etc., will be applicable in the case of investments in mutual fund units. In addition, events like change in fund manager of the scheme, take over, mergers and other changes in status and constitution of mutual funds, foreclosure of schemes or plans, change in government policies could affect performance of the investment in mutual fund units. In case of investments in mutual fund units, the Investor shall bear the recurring expenses of the Portfolio Management Services in addition to the expenses of the underlying mutual fund schemes. Hence, the Investor may receive lower pre-tax returns compared to what he may receive had he invested directly in the underlying mutual fund schemes in the same proportions.

**xxi.** Prospective Investor should review / study the Disclosure Document carefully and in its entirety and shall not construe the contents hereof or regard the summaries contained herein as advice relating to legal, taxation, or financial / investment matters and are advised to consult their own professional advisor(s) as to the legal, tax, financial or any other requirements or restrictions relating to the subscription, gifting, acquisition, holding, disposal (sale or conversion into money) of Portfolio and to the treatment of income (if any), capitalisation, capital gains, any distribution, and other tax consequences relevant to their portfolio, acquisition, holding, capitalization, disposal (sale, transfer or conversion into money) of portfolio within their jurisdiction of nationality, residence, incorporation, domicile etc. or under the laws of any jurisdiction to which they or any

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Second Applicant/ Authorised Signatory

Third Applicant/ Authorised Signatory

\*Investors are requested to use same pen(ink) for form filling and signatures across the documents.

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## Risks (Schedule B)

managed funds to be used to purchase/gift portfolio of securities are subject, and also to determine possible legal, tax, financial or other consequences of subscribing / gifting, purchasing or holding portfolio of securities before making an investment.

**xxii.** The Portfolio Manager is neither responsible nor liable for any losses resulting from the Services.

**xxiii.** Investor are not being offered any guarantee / assured returns.

**xxiv.** After accepting the corpus for management, the Portfolio Manager may not get an opportunity to deploy the same or there may be delay in deployment. In such situation the Investor may suffer opportunity loss.

**xxv.** Investor will not be permitted to withdraw the funds/Portfolio (unless in accordance with the terms agreed with the Investor). In addition, they are not allowed to transfer any of the interests, rights or obligations with regard to the Portfolio except as may be provided in the PMS Agreement and in the Regulations.

**xxvi.** The Investor has perused and understood the disclosures made by the Portfolio Manager in the Disclosure Document.

**xxvii.** Changes in Applicable Law may impact the performance of the Portfolio.

**xxviii.** Any of the transactions of purchase and sale of securities by

Portfolio Manager and its employees who are directly involved in investment operations are not in conflict of interest with the transactions in any of the Investor's Portfolio.

**xxix.** The Portfolio Manager has group companies and the policy for investments in and availing services of group / associate companies is being adhered. There is no conflict of interest related to the services offered by group companies of the Portfolio Manager.

**xxx.** The inability of the Portfolio Manager to make intended securities purchases due to settlement problems could cause the Investment Approaches to miss certain investment opportunities as in certain cases, settlement periods may be extended significantly by unforeseen circumstances. Similarly, the inability to sell securities held in the portfolio may result, at times, in potential losses to the Investment Approaches, should there be a subsequent decline in the value of the securities held in the portfolio of Investment Approaches.

**xxxi.** The Portfolio Manager may, subject to authorization by the Investor in writing, participate in securities lending. There are risks inherent in securities lending, including the risk of failure of the other party. Such failure can result in a possible loss of rights to the collateral, and the possible loss of corporate benefits accruing thereon. The Portfolio Manager is not responsible or liable for any loss resulting from the operations of the Offerings / Options.

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## Fees & Charges (Schedule C)

The fees and other charges levied are as stated below:		Ref No./ PMS Account Code
Investment Approaches [IA(s)]	Annual Portfolio Management Fees (exclusive of GST) payable on the daily portfolio value. The billing will be on a calendar monthly basis.	Exit Fees
DISCRETIONARY IA(s)		
Balance Advantage Portfolio	< 2 Cr: Upto 0.40% ≥2 Cr to <10 Cr: Upto 0.20% ≥ 10 Cr to <20 Cr: Upto 0.16%	≥20 Cr to <30 Cr: Upto 0.12% ≥30 Cr: Upto 0.10%
Freedom Portfolio		
Freedom ETF Portfolio	< 2 Cr: Upto 0.40% ≥2 Cr to <10 Cr: Upto 0.20% ≥ 10 Cr to <20 Cr: Upto 0.12%	≥20 Cr to <30 Cr: Upto 0.10% ≥30 Cr: Upto 0.08%
Bluechip Portfolio	< 2 Cr: Upto 1% ≥2 Cr to <5 Cr: Upto 0.80% ≥5 Cr to <10 Cr: Upto 0.60% ≥ 10 Cr to <20 Cr: Upto 0.48%	≥20 Cr to <30 Cr: Upto 0.40% ≥30 Cr to <50 Cr Upto 0.32% ≥ 50 Cr: Upto 0.28%
Multi Cap Portfolio		
Liquid Portfolio	<30 Cr: Upto 0.08%	≥30 Cr: Upto 0.06%
NON-DISCRETIONARY IA(s)		
Non-Discretionary Low Risk Schemes Portfolio	<30 Cr: Upto 0.08%	≥30 Cr: Upto 0.06%
All Non-Discretionary Portfolios except Non-Discretionary Low Risk Schemes Portfolio	< 2 Cr: Upto 0.40% ≥2 Cr to <10 Cr: Upto 0.20% ≥ 10 Cr to <20 Cr: Upto 0.16%	≥20 Cr to <30 Cr: Upto 0.12% ≥30 Cr: Upto 0.10%
Transaction Charges/ Depository Charges/ Brokerage GST, Security Transaction Tax & Other Statutory levies	As Applicable at Actuals	<b>Auditor's Fee</b> Upto 1200/- p.a per account.

Any other incidental or out of pocket expenses incurred on behalf of investor under this PMS Agreement shall be charged on actual. The Fees and other Charges are subject to revision from time to time with the consent of the investor.

### Terms & Conditions:

- 1) The fee slabs will be applicable based on the total corpus across all portfolios at the client code level.
- 2) The Portfolio Manager has the discretion to sell securities held in the investor's accounts for the recovery of any of the fees charged to the investor's account.
- 3) The investor agrees that in case of any change in Investment Approach, the investor is not required to provide Schedule C again so long as the applicable fees in respect of the new Investment Approach do not exceed the mutually agreed Fees as specifically mentioned in the Schedule C.

I/We have read, understood and accept the fee structure mentioned above. (To be Handwritten by Investor in the space provided below)

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## Illustration on Fees and Charges

The example given here under is to enable the Investor to understand the fees / expense structure. The amount of fees / expenses in the below example are purely hypothetical and the actual fees / expenses charged to the Investor would be as specified in the Fees & Charges (Schedule C) overleaf which is part of the Portfolio Management Services Agreement.

Assumptions		
Capital Contribution	a	Rs. 50,00,000/- (Rupees Fifty Lacs only)
Management Fee (%age per annum)	b	2.50%
Other Expenses	c	0.50%
Brokerage and Transaction cost	d	0.20%

It is assumed that the Investor has opened the account for a period of One year. i.e., From 1st April to 31st March

Fixed Fee Illustration			Scenario 1	Scenario 2	Scenario 3
			Gain of 20%	Loss of -20%	No Change 0%
Capital Contributed / Assets under Management	i	$i = a$	50,00,000	50,00,000	50,00,000
Gain / (Loss) on Investment based on the Scenario	ii	$ii = i * \text{Scenario}$	10,00,000	-10,00,000	0
Gross Value of the Portfolio at the end of the year	iii	$iii = I + ii$	60,00,000	40,00,000	50,00,000
Average assets under management	iv	$iv = (i + iii) / 2$	55,00,000	45,00,000	50,00,000
Other Expense	v	$v = iv \times c$	-27,500	-22,500	-25,000
Brokerage and Transaction cost	vi	$vi = (iv \times d)$	-11,000	-9,000	-10,000
Management Fees	vii	$vii = (iv + v + vi) \times b$	-1,36,537.5	-1,11,712.5	-1,24,125
Total charges during the year	viii	$viii = v + vi + vii$	-1,75,037.5	-1,43,212.5	-1,59,125
Net value of the Portfolio at the end of the year	ix	$ix = iii + viii$	58,24,962.5	38,56,787.5	48,40,875
% Portfolio Return	x	$x = ((ix - i) / i) \%$	16.50%	-22.86%	-3.18%

### NOTES:

1	In the above illustration, Management Fees and Operating Expenses have been calculated on the average of the Corpus contribution and the gross value of the portfolio as on 31st March.
2	NJ PMS may charge Management Fee on the closing portfolio value or in any other manner as defined in the PMS agreement.
3	Brokerage and transaction cost for the illustration purpose is charged on the Average AUM. However, Brokerage and Transaction cost are charged to investor at actuals.
4	Other Expenses in the form of Statutory Charges like transaction charges, STT, GST & Stamp Duty etc. will be charged on actuals.
5	Management Fees shall be deducted on Monthly basis. However, In the illustration, Management fee is assumed to be charged annually.
6	All Fees and charges are subject to GST.
7	NJAMPL charges only a fixed fee, with no performance-based fees or hurdle rate.
8	Exit Fees upto 1% shall be charged on every outflow of corpus.
9	Operating Expenses are charged on actuals.

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Sole/First Applicant/ Authorised Signatory

Second Applicant/ Authorised Signatory

Third Applicant/ Authorised Signatory

## Consent to Receive Statements

### LETTER FROM INVESTOR FOR RECEIPT OF STATEMENTS, REPORTS & DOCUMENTS VIA E-MAIL

Date:

To,

**NJ Asset Management Private Limited**

Block No. 601, 3rd Floor, 'C' Tower,  
Udhna Udyognagar Sangh Commercial Complex,  
Central Road No.10, Udhna,  
Surat - 394 210, Gujarat.

Dear Sir,

I/We hereby consent to receive all intimations, statements, reports and other documents as may be issued by NJ Asset Management Private Limited (hereinafter "NJAMPL") in respect of my/our Portfolio Management Services account(s) as mentioned below including but not limited to reports as mentioned under Regulation 31 of the SEBI (Portfolio Managers) Regulations, 2020, in electronic form duly authenticated by means of a digital signature as specified in the Information Technology Act, 2000 and the rules made there under on the Website or to the primary email Id of the First holder.

I/We hereby agree that NJAMPL shall fulfill its legal obligation, if the above intimations, statement, reports and other documents are sent electronically to any one of the said e-mail account(s) or are uploaded on website with investor restricted access in compliance with the PMS Regulations 2020.

In this regard I/We further agree that:

- (i) I/We shall take all necessary steps to ensure confidentiality and the secrecy of the login and password of the above mentioned e-mail account(s). NJAMPL shall not be liable to or responsible for any breach of secrecy.
- (ii) E-mails sent to any of the above mentioned e-mail account(s), which have not bounced back, shall be deemed to be duly delivered to the me/us.
- (iii) NJAMPL shall not take cognizance of out-of-office/out-of-station auto replies and I/We shall be deemed to have received such electronic mails.
- (iv) Such statements, reports and other documents shall be deemed to have been delivered on the day when the e-mail is sent by NJAMPL.
- (v) NJAMPL shall not be liable or responsible for any statement, report or document received from frauds or impostors or any consequences thereof.
- (vi) NJAMPL shall not be liable for any problem, which arises at my/our computer network because of my/our receiving any statement, report, document from NJAMPL.
- (vii) I/We shall inform NJAMPL in writing if there is any change in the information given above.

I/We further agree that the NJAMPL will not be responsible for non-receipt of documents sent via electronic delivery due to change in/incorrect email address / correspondence address as mentioned or any other reason which inter alia include technical reasons or malfunction of my/our computer system / server / internet connection etc.

I/We further agree that NJAMPL may at its sole discretion also provide such documents in physical form.

Yours faithfully,

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Sole/First Applicant/ Authorised Signatory

Second Applicant/ Authorised Signatory

Third Applicant/ Authorised Signatory

\*Investors are requested to use same pen(ink) for form filling and signatures across the documents.



**Annexure 1**

**Specimen Copy of Resolution to be Passed by Company/Trust/Society/Partnership Firm/LLP**

**CERTIFIED TRUE COPY OF THE RESOLUTION PASSED BY THE** (BOARD OF DIRECTORS/T R U S T E E S/ M E M B E R S/PARTNERS) **OF** (NAME OF COMPANY/S O C I E T Y/T R U S T/ PARTNERSHIP FIRM/LLP) **AT ITS MEETING HELD ON** (DAY) (DATE) **AT** (TIME) **AT THE REGISTERED OFFICE OF THE** (COMPANY/ SOCIETY/TRUST/ PARTNERSHIP FIRM/LLP) **SITUATED AT** (COMPLETE ADDRESS) :

**RESOLVED THAT** the Company/Society/Trust/Partnership Firm/LLP be registered as an investor and has full power, capacity and authority to avail the Portfolio Management Services rendered by NJ Asset Management Private Limited. We also declare that we have obtained all necessary approvals/permissions/ licenses whether internal or external or of the relevant statutory authorities for the purpose of availing the Portfolio Management Services rendered by NJ Asset Management Private Limited.

**RESOLVED FURTHER THAT** the PMS Agreement and the Power of Attorney as per the draft circulated be executed, empowering M/s. NJ Asset Management Private Limited to act as Portfolio Manager so as to deal with acquisition, subscription, purchase and sale of or otherwise dealing in various marketable securities as per the terms of the said PMS Agreement and Power of Attorney. We further agree to indemnify and keep indemnified NJ Asset Management Private Limited from and against all losses, claims, liabilities, penalties, demands, expenses, costs actions, proceedings incurred by the Portfolio Manager pursuant to or connected with or arising in any manner out of any mis-representation on the part of (name of the Company/Society/Trust/Partnership Firm/LLP) in any manner whatsoever.

**RESOLVED FURTHER THAT** the following persons whose specimen signatures are attached herewith, are hereby severally authorized to execute and sign the Agreements, Power of Attorney, Application Forms and such other documents as may be necessary for opening and operation of the Portfolio Management Account, on behalf of the Company/ Society/Trust/ Partnership Firm/LLP.

Sr. No.	Name of Authorised Signatory	Specimen Signature	Photograph
1.			
2.			
3.			
4.			
5.			
6.			

**CERTIFIED TRUE COPY**

For & on behalf of

(Name of Company/ Society/ Trust/ Partnership Firm/ LLP)

.....Signature.....

**Name:** (Chairman/Director/Company Secretary/Partner/Designated Partner)

## Annexure 2

### DECLARATION BY KARTA

Date:

To,

**NJ Asset Management Private Limited**

Block No. 601, 3rd Floor, 'C' Tower,  
Udhna Udyognagar Sangh Commercial Complex,  
Central Road No.10, Udhna,  
Surat - 394 210, Gujarat.

Dear Sir,

Details of my/our HUF and all its co parceners are stated as under,

Sr. No.	Name	Gender	Date of birth	Relationship	Signature
1.					
2.					
3.					
4.					
5.					

I hereby, state that details mentioned as above are true and any change in them would be intimated to you in writing.

Thanking you,  
Yours faithfully,

(Name & Signature of Karta with the appropriate Karta stamp)

*(Please attach Birth Certificates in the case of minor members)*

# FATCA-CRS/UBO Declaration (Mandatory for Non-Individual investors)

(Please consult your professional tax advisor for further guidance on your tax residency, FATCA / CRS / UBO Guidance)

PAN*		Name				
Type of address given at KYC KRA	<input type="checkbox"/> Residential	<input type="checkbox"/> Residential or Business	<input type="checkbox"/> Business	<input type="checkbox"/> Registered Office		
City of incorporation			State of incorporation			
Country of incorporation						
Net Worth in INR. In ₹ Lakhs			Net Worth as on	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>		
<small>(Date should not be older than one year)</small>						
Is the entity involved in / providing any of these services:	Foreign Exchange / Money Changer Services	<input type="checkbox"/> YES	Gaming / Gambling / Lottery Services [e.g. casinos, betting syndicates]	<input type="checkbox"/> YES	Money Laundering / Pawning	Any other information [if applicable]
		<input type="checkbox"/> NO		<input type="checkbox"/> NO		
Entity Constitution Type	<input type="checkbox"/> Partnership Firm <input type="checkbox"/> HUF <input type="checkbox"/> Private Limited Company <input type="checkbox"/> Public Limited Company <input type="checkbox"/> Society <input type="checkbox"/> AOP/BOI <small>Please tick as appropriate</small>					
	<input type="checkbox"/> Trust <input type="checkbox"/> Liquidator <input type="checkbox"/> Limited Liability Partnership <input type="checkbox"/> Artificial Juridical Person <input type="checkbox"/> Others specify _____					

Please tick the applicable tax resident declaration -

1. Is "Entity" a tax resident of any country other than India  Yes  No

(If yes, please provide country/ies in which the entity is a resident for tax purposes and the associated Tax ID number below.)

Country	Tax Identification Number*	Identification Type (TIN or Other*, please specify)

\*In case Tax Identification Number is not available, kindly provide its functional equivalent or Company Identification Number or Global Entity Identification Number

In case the Entity's Country of Incorporation / Tax residence is U.S. but Entity is not a Specified U.S. Person, mention Entity's exemption code here

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## FATCA Declaration (Please consult your professional tax advisor for further guidance on FATCA classification)

### PART A (to be filled by Financial Institutions or Direct Reporting NFFEs)

1.	We are a, Financial institution <sup>5</sup> <input type="checkbox"/> or Direct reporting NFFE <sup>6</sup> <input type="checkbox"/> <small>(please tick as appropriate)</small>	GIIN <input style="width: 100%;" type="text"/>	<b>Note:</b> If you do not have a GIIN but you are sponsored by another entity, please provide your sponsor's GIIN above and indicate your sponsor's name below Name of sponsoring entity <input style="width: 100%;" type="text"/> <input style="width: 100%;" type="text"/>
GIIN not available <small>(please tick as applicable)</small> <input type="checkbox"/> Not required to apply for - please specify 2 digits sub-category <sup>7</sup> <input style="width: 20px;" type="text"/> <input style="width: 20px;" type="text"/> <input type="checkbox"/> Not obtained – Non-participating FI			

### PART B (please fill any one as appropriate to be filled by NFEs other than Direct Reporting NFEs)

1.	Is the Entity a publicly traded company <sup>1</sup> (that is, a company whose shares are regularly traded on an established securities market)	Yes <input type="checkbox"/> No <input type="checkbox"/> <small>(If yes, please specify any one stock exchange on which the stock is regularly traded and Security ISIN of it)</small> Name of stock exchange _____ Security ISIN _____
2.	Is the Entity a related entity <sup>2</sup> of a publicly traded company (a company whose shares are regularly traded on an established securities market)	Yes <input type="checkbox"/> No <input type="checkbox"/> <small>(If yes, please specify name of the listed company, one stock exchange on which the stock is regularly traded and Security ISIN of it)</small> Name of listed company _____ Nature of relation: <input type="checkbox"/> Subsidiary of the Listed Company or <input type="checkbox"/> Controlled by a Listed Company Name of stock exchange _____ Security ISIN _____
3.	Is the Entity an active <sup>3</sup> NFE	Yes <input type="checkbox"/> No <input type="checkbox"/> <small>(If yes, please fill UBO declaration in the next section.)</small> Nature of Business _____ Please specify the sub-category of Active NFE <input style="width: 20px;" type="text"/> <input style="width: 20px;" type="text"/> <small>(Mention code – refer 2c of Part D)</small>
4.	Is the Entity a passive <sup>4</sup> NFE	Yes <input type="checkbox"/> No <input type="checkbox"/> <small>(If yes, please fill UBO declaration in the next section.)</small> Nature of Business _____

<sup>1</sup>Refer 2a of Part D | <sup>2</sup>Refer 2b of Part D | <sup>3</sup>Refer 2c of Part D | <sup>4</sup>Refer 3(ii) of Part D | <sup>5</sup>Refer 1 of Part D | <sup>6</sup>Refer 3(vi) of Part D | <sup>7</sup>Refer 1A of Part D

\*Investors are requested to use same pen(ink) for form filling and signatures across the documents.

# FATCA Terms and Conditions

Towards compliance with tax information sharing laws, such as FATCA, we would be required to seek additional personal, tax and beneficial owner information and certain certifications and documentation from our account holders. Such information may be sought either at the time of account opening or any time subsequently. In certain circumstances we may be obliged to share information on your account with relevant tax authorities. If you have any questions about your tax residency, please contact your tax advisor. Should there be any change in any information provided by you, please ensure you advise us promptly, i.e., within 30 days. Towards compliance with such laws, we may also be required to provide information to any institutions such as withholding agents for the purpose of ensuring appropriate withholding from the account or any proceeds in relation thereto. As may be required by domestic or overseas regulators/ tax authorities, we may also be constrained to withhold and pay out any sums from your account or close or suspend your account(s).

If any controlling person of the entity is a US citizen or resident or green card holder, please include United States in the foreign country information field along with the US Tax Identification Number. Foreign Account Tax Compliance provisions (commonly known as FATCA) are contained in the US Hire Act 2010. Please note that you may receive more than one request for information if you have multiple relationships with ABC. Therefore, it is important that you respond to our request, even if you believe you have already supplied any previously requested information.

## Certification

I/We have understood the information requirements of this Form (read along with the Instructions & Definitions) and hereby confirm that the information provided by me/us on this Form is/are true, correct, Complete and should be considered for FATCA/CRS regulatory submissions. I/We hereby authorize you [NJ AMC/Portfolio Manager/NJ Fund/NJ India/Other group entities] to disclose, share, rely, remit in any form, mode or manner, all / any of the information provided by me/us, including all changes, updates to such information as and when provided by me/us to the Mutual Fund, its Sponsor, Asset Management Company, trustees, their group companies, any service provider including RTA or any Indian or foreign governmental or statutory or judicial authorities / agencies including but not limited to the Financial Intelligence Unit-India (FIU-IND), the tax / revenue authorities in India or outside India wherever it is legally required and other investigation agencies without any obligation of advising me/us of the same. I/We also confirm that I/We have read and understood the FATCA, CRS & UBO Terms and Conditions above and hereby accept the same. The above details shall supersede all other information provided in KYC form and any other submitted documents with you [NJ AMC/Portfolio Manager/NJ Fund/NJ India/Other group entities].

X
Sole/First Applicant/ Authorised Signatory (with relevant seal)
Name: _____
Designation: _____

X
Second Applicant/ Authorised Signatory (with relevant seal)
Name: _____
Designation: _____

X
Third Applicant/ Authorised Signatory (with relevant seal)
Name: _____
Designation: _____

Place \_\_\_\_\_

Date 

D	D	M	M	Y	Y	Y	Y
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\*Investors are requested to use same pen(ink) for form filling and signatures across the documents.

# Ultimate Beneficial Owner(UBO) / Controlling Person(s) Declaration

**Category** (Please tick applicable category):  Unlisted Company  Partnership Firm  Limited Liability Partnership Company  
 Unincorporated association / body of individuals  Public Charitable Trust  Religious Trust  Private Trust  
 Trust created by a Will  HUF  Listed Company (Need not provide UBO details sought under)  
 Others (please specify \_\_\_\_\_)

Please list below the details of controlling person(s), confirming ALL countries of tax residency / permanent residency / citizenship and ALL Tax Identification Numbers for EACH controlling person(s).

## UBO / Controlling Person(s) / Beneficial Owner / Trustees / Senior Managing Official (SMO) details:

Does your company/entity have any individual person(s) who holds direct / indirect controlling ownership above the prescribed threshold limit?  Yes  No

**If 'YES'** - I/We hereby declare that the following individual person holds directly / indirectly controlling ownership in our entity above the prescribed threshold limit. Details of such individual(s) are given below.

**If 'NO'** - I/We declare that no individual person (directly indirectly) holds controlling ownership in our entity above the prescribed threshold limit. Details of the individual who holds the position of Senior Managing Official (SMO) are provided below.

Details	UBO-1 / Senior Managing Official (SMO) / Trustee	UBO-2 / Senior Managing Official (SMO) / Trustee	UBO-3 / Senior Managing Official (SMO) / Trustee
#Name - Beneficial Owner/Controlling Person/Trustees/SMO			
Father's Name			
#PAN <i>For Foreign National, TIN to be provided</i>			
#Beneficial Interest - in percentage	<input type="checkbox"/> =>10% controlling interest <input type="checkbox"/> >15% controlling interest For SMO /Trustee: <b>NA</b>	<input type="checkbox"/> =>10% controlling interest <input type="checkbox"/> >15% controlling interest For SMO /Trustee: <b>NA</b>	<input type="checkbox"/> =>10% controlling interest <input type="checkbox"/> >15% controlling interest For SMO /Trustee: <b>NA</b>
#Country - Tax Residency*			
Tax Identity Type			
#Tax ID Number - Taxpayer Identification Number / Equivalent ID Number			
#Place of Birth			
#Country of Birth			
Nationality			

<b>#Date of Birth</b>	<table border="1"> <tr> <td>D</td><td>D</td><td>M</td><td>M</td><td>M</td><td>Y</td><td>Y</td><td>Y</td><td>Y</td> </tr> </table>	D	D	M	M	M	Y	Y	Y	Y	<table border="1"> <tr> <td>D</td><td>D</td><td>M</td><td>M</td><td>M</td><td>Y</td><td>Y</td><td>Y</td><td>Y</td> </tr> </table>	D	D	M	M	M	Y	Y	Y	Y	<table border="1"> <tr> <td>D</td><td>D</td><td>M</td><td>M</td><td>M</td><td>Y</td><td>Y</td><td>Y</td><td>Y</td> </tr> </table>	D	D	M	M	M	Y	Y	Y	Y
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D	D	M	M	M	Y	Y	Y	Y																						
D	D	M	M	M	Y	Y	Y	Y																						
<b>#PEP - Politically Exposed Person</b>	<input type="checkbox"/> Yes - PEP <input type="checkbox"/> Yes - Related to PEP <input type="checkbox"/> No - Not a PEP	<input type="checkbox"/> Yes - PEP <input type="checkbox"/> Yes - Related to PEP <input type="checkbox"/> No - Not a PEP	<input type="checkbox"/> Yes - PEP <input type="checkbox"/> Yes - Related to PEP <input type="checkbox"/> No - Not a PEP																											
<b>Address - Include City, PIN Code/ State, Country</b>	<hr/> <hr/> <hr/> <hr/> City _____  Pin Code _____  State _____  Country _____	<hr/> <hr/> <hr/> <hr/> City _____  Pin Code _____  State _____  Country _____	<hr/> <hr/> <hr/> <hr/> City _____  Pin Code _____  State _____  Country _____																											
<b>Address Type</b>	<input type="checkbox"/> Residential <input type="checkbox"/> Business <input type="checkbox"/> Registered Office	<input type="checkbox"/> Residential <input type="checkbox"/> Business <input type="checkbox"/> Registered Office	<input type="checkbox"/> Residential <input type="checkbox"/> Business <input type="checkbox"/> Registered Office																											
<b>Email ID</b>																														
<b>Mobile Number</b>																														
<b>Gender</b>	<input type="checkbox"/> Male <input type="checkbox"/> Female <input type="checkbox"/> Other	<input type="checkbox"/> Male <input type="checkbox"/> Female <input type="checkbox"/> Other	<input type="checkbox"/> Male <input type="checkbox"/> Female <input type="checkbox"/> Other																											
<b>Occupation</b>	<input type="checkbox"/> Public Service <input type="checkbox"/> Private Service <input type="checkbox"/> Business <input type="checkbox"/> Others (Please Specify) _____	<input type="checkbox"/> Public Service <input type="checkbox"/> Private Service <input type="checkbox"/> Business <input type="checkbox"/> Others (Please Specify) _____	<input type="checkbox"/> Public Service <input type="checkbox"/> Private Service <input type="checkbox"/> Business <input type="checkbox"/> Others (Please Specify) _____																											
<b>#SMO Designation</b>																														
<b>UBO / SMO / Trustee KYC Complied?</b>	<input type="checkbox"/> Yes (Please attach the KYC acknowledgement) <input type="checkbox"/> NO (complete the KYC and confirm the status)	<input type="checkbox"/> Yes (Please attach the KYC acknowledgement) <input type="checkbox"/> NO (complete the KYC and confirm the status)	<input type="checkbox"/> Yes (Please attach the KYC acknowledgement) <input type="checkbox"/> NO (complete the KYC and confirm the status)																											

# Mandatory column.

\* To include US, where controlling person is a US citizen or green card holder

**Notes:**

- If the given columns are not sufficient, required information in the given format can be enclosed as additional sheet(s) duly signed by Authorized Signatory.
- If the number of UBO/Controlling person(s)/Trustee(s)/SMO(s) exceeds three, the necessary information in the provided format can be enclosed as additional sheet(s) duly signed by Authorized Signatory
- AMC/ MF/ RTA/ Portfolio Manager may call for additional information/documentation wherever required or if the given information is not clear/incomplete / correct and you may provide the same as and when solicited.
- Investors are requested to use same pen(ink) for form filling and signatures across the documents.

**Declaration**

I/We acknowledge and confirm that the information provided above is true and correct to the best of my/our knowledge and belief. In case any of the above specified information is found to be false, untrue, misleading, or misrepresenting. I/We am/are aware that I/We may be liable for it including any penalty levied by the statutory/legal/regulatory authority. I/We hereby confirm the above beneficial interest after perusing all applicable shareholding pattern and AMC/MF/Portfolio Manager/RTA/Other registered intermediaries can make reliance on the same. I/We hereby authorize you [RTA/Fund/AMC/Portfolio Manager/Other participating entities] to disclose, share, rely, remit in any form, mode or manner, all/ any of the information provided by me, including all changes, updates to such information as and when provided by me to any of the Mutual Fund, its Sponsor, Asset Management Company, Portfolio Manager, trustees, their employees/RTAS (the Authorized Parties') or any Indian or foreign governmental or statutory or judicial authorities / agencies including but not limited to the Financial Intelligence Unit-India (FIU-IND), the tax / revenue authorities in India or outside India wherever it is legally required and other investigation agencies without any obligation of advising me/us of the same. Further, I/We authorize to share the given information to other SEBI Registered Intermediaries /or any regulated intermediaries registered with SEBI / RBI/IRDA / PERDA to facilitate single submission/ update & for other relevant purposes. I/We also undertake to keep you informed in writing about any changes / modification to the above information in future within 30 days of such changes and undertake to provide any other additional information as may be required at your / Fund's / Portfolio Manager's end or by domestic or overseas regulators/ tax authorities.

x

Sole/First Applicant / Authorised Signatory  
(with relevant seal)

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

Designation: \_\_\_\_\_

x

Second Applicant/ Authorised Signatory  
(with relevant seal)

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

Designation: \_\_\_\_\_

x

Third Applicant/ Authorised Signatory  
(with relevant seal)

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

Designation: \_\_\_\_\_

Place \_\_\_\_\_

Date 

D	D	M	M	Y	Y
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\*Investors are requested to use same pen(ink) for form filling and signatures across the documents.

**1. Financial Institution (FI)**

The term FI means any financial institution that is a Depository Institution, Custodial Institution, Investment Entity or Specified Insurance company, as defined.

- o Depository institution: is an entity that accepts deposits in the ordinary course of banking or similar business.
- o Custodial institution is an entity that has a substantial portion of its business, holds financial assets for the account of others and where the entity's gross income attributable to holding financial assets and related financial services equals to or exceeds 20 percent of the entity's gross income during the shorter of -

- (1) The three financial years preceding the year in which determination is made; or
- (2) The period during which the entity has been in existence, whichever is less.

- o Investment entity is any entity:
- o that primarily conducts a business or operates for or on behalf of a customer for any of the following 3 activities-
  - Trading in money market instruments, foreign exchange, foreign currency, etc.
  - Individual or collective portfolio management
  - Investing, administering or managing funds, money or financial asset on behalf of other persons;

or

- o The gross income of which is primarily attributable to investing, reinvesting, or trading in financial assets, if the entity is managed by another entity that is a depository institution, a custodial institution, a specified insurance company, or an investment entity described above.
- o (An entity is treated as primarily conducting as a business one or more of the 3 activities described above, or an entity's gross income is primarily attributable to investing, reinvesting, or trading in financial assets of the entity's gross income attributable to the relevant activities equals or exceeds 50 percent of the entity's gross income during the shorter of:
  - (i) the three-year period ending on 31 March of the year preceding the year in which the determination is made; or
  - (ii) the period during which the entity has been in existence.

The term "Investment Entity" does not include an entity that is an active non-financial entity as per codes 03, 04, 05 and 06 - refer point 2c.)

- o Specified Insurance Company: Entity that is an insurance company (or the holding company of an insurance company) that issues, or is obligated to make payments with respect to, a Cash Value Insurance Contract or an Annuity Contract.

o FI not required to apply for GIIN:	
A. Reasons why FI not required to apply for GIIN:	
Code	Sub-category
01	Governmental Entity, International Organization or Central Bank
02	Treaty Qualified Retirement Fund; a Broad Participation Retirement Fund; a Narrow Participation Retirement Fund; or a Pension Fund of a Governmental Entity, International Organization or Central Bank
03	Non-public fund of the armed forces, an employees' state insurance fund, a gratuity fund or a provident fund
04	Entity is an Indian FI solely because it is an investment entity
05	Qualified credit card issuer
06	Investment Advisors and Investment Managers
07	Exempt collective investment vehicle
08	Trustee of an Indian Trust
09	FI with a local client base
10	Non-registering local banks
11	FFI with only Low-Value Accounts
12	Sponsored investment entity and controlled foreign corporation
13	Sponsored, Closely Held Investment Vehicle
14	Owner Documented FFI



## 2. Non-financial entity (NFE) - Foreign entity that is not a financial institution

Types of NFEs that are regarded as excluded NFE are:

<p>a. <i>Publicly traded company (listed company)</i>            A company is publicly traded if its stock are regularly traded on one or more <i>established securities markets</i>            (Established securities market means an exchange that is officially recognized and supervised by a governmental authority in which the securities market is located and that has a meaningful annual value of shares traded on the exchange)</p>
<p>b. <i>Related entity of a publicly traded company</i>            The NFE is a related entity of an entity which is regularly traded on an established securities market;</p>

C. Active NFE : (is any one of the following):	
Code	Sub-category
01	Less than 50 percent of the NFE's gross income for the preceding financial year or other appropriate reporting period is <i>passive income</i> and less than 50 percent of the assets held by the NFE during the preceding calendar year or other appropriate reporting period are assets that produce or are held for the production of <i>passive income</i> ;
02	The NFE is a Governmental Entity, an International Organization, a Central Bank , or an entity wholly owned by one or more of the foregoing;
03	Substantially all of the activities of the NFE consist of holding (in whole or in part) the outstanding stock of, or providing financing and services to, one or more subsidiaries that engage in trades or businesses other than the business of a Financial Institution, except that an entity shall not qualify for NFE status if the entity functions (or holds itself out) as an investment fund, such as a private equity fund, venture capital fund, leveraged buyout fund, or any investment vehicle whose purpose is to acquire or fund companies and then hold interests in those companies as capital assets for investment purposes;
04	The NFE is not yet operating a business and has no prior operating history, but is investing capital into assets with the intent to operate a business other than that of a Financial Institution, provided that the NFE shall not qualify for this exception after the date that is 24 months after the date of the initial organization of the NFE;
05	The NFE was not a Financial Institution in the past five years, and is in the process of liquidating its assets or is reorganizing with the intent to continue or recommence operations in a business other than that of a Financial Institution;
06	The NFE primarily engages in financing and hedging transactions with, or for, Related Entities that are not Financial Institutions, and does not provide financing or hedging services to any Entity that is not a Related Entity, provided that the group of any such Related Entities is primarily engaged in a business other than that of a Financial Institution;
07	<p>Any NFE is a 'non for profit' organization which meets all of the following requirements:</p> <p>It is established and operated in its jurisdiction of residence exclusively for religious, charitable, scientific, artistic, cultural, athletic, or educational purposes; or it is established and operated in its jurisdiction of residence and it is a professional organization, business league, chamber of commerce, labor organization, agricultural or horticultural organization, civic league or an organization operated exclusively for the promotion of social welfare;</p> <p>It is exempt from income tax in India;</p> <p>It has no shareholders or members who have a proprietary or beneficial interest in its income or assets;</p> <p>The applicable laws of the NFE's jurisdiction of residence or the NFE's formation documents do not permit any income or assets of the NFE to be distributed to, or applied for the benefit of, a private person or non-charitable Entity other than pursuant to the conduct of the NFE's charitable activities, or as payment of reasonable compensation for services rendered, or as payment representing the fair market value of property which the NFE has purchased; and</p> <p>The applicable laws of the NFE's jurisdiction of residence or the NFE's formation documents require that, upon the NFE's liquidation or dissolution, all of its assets be distributed to a governmental entity or other non-profit organization, or escheat to the government of the NFE's jurisdiction of residence or any political subdivision thereof.</p>

## 3. Other definitions

<p>(i) <i>Related entity</i>            An entity is a related entity of another entity if either entity controls the other entity or the two entities are under common control For this purpose, control includes direct or indirect ownership of more than 50% of the vote or value in an entity</p>
<p>(ii) <i>Passive NFE</i>            The term passive NFE means any NFE that is</p> <p>(a) not an Active NFE or publicly traded entity or a entity related to a publicly traded entity</p> <p>(b) the gross income of which is primarily attributable to investing, reinvesting, or trading in financial assets, if the entity is managed by another entity that is a depository institution, a custodial institution, a specified insurance company, or an investment entity</p> <p>(c) a withholding foreign partnership or withholding foreign trust as defined under the relevant U.S. Treasury Regulations.</p> <p>(Note: Foreign persons having controlling interest in a passive NFE are liable to be reported for tax information compliance purposes)</p>
<p>(iii) <i>Passive income</i>            The term passive income means the portion of gross income that consists of-</p> <p>(a) Dividends, including substitute dividend amounts;</p> <p>(b) Interest</p>

- (c) Income equivalent to interest, including substitute interest and amounts received from or with respect to a pool of insurance contracts if the amounts received depend in whole or part upon the performance of the pool;
  - (d) Rents and royalties, other than rents and royalties derived in the active conduct of a trade or business conducted, at least in part, by employees of the NFE
  - (e) Annuities
  - (f) The excess of gains over losses from the sale or exchange of financial assets that gives rise to passive income
  - (g) The excess of gains over losses from transactions (including futures, forwards, and similar transactions) in any financial assets,
  - (h) The excess of foreign currency gains over foreign currency losses
  - (i) Net income from swaps
  - (j) Amounts received under cash value insurance contracts
- But not passive income will not include in case of a non-financial entity that acts as a dealer in financial assets, any income from any transaction entered into in the ordinary course of such dealer's business as a dealer.

*(iv) Specified U.S. person – A U.S. person other than the following:*

- (a) a corporation the stock of which is regularly traded on one or more established securities markets;
- (b) any corporation that is a member of the same expanded affiliated group, as defined in section 1471(e)(2) of the U.S. Internal Revenue Code, as a corporation described in clause (i);
- (c) the United States or any wholly owned agency or instrumentality thereof;
- (d) any State of the United States, any U.S. Territory, any political subdivision of any of the foregoing, or any wholly owned agency or instrumentality of any one or more of the foregoing;
- (e) any organization exempt from taxation under section 501(a) of the U.S. Internal Revenue Code or an individual retirement plan as defined in section 7701(a)(37) of the U.S. Internal Revenue Code;
- (f) any bank as defined in section 581 of the U.S. Internal Revenue Code;
- (g) any real estate investment trust as defined in section 856 of the U.S. Internal Revenue Code;
- (h) any regulated investment company as defined in section 851 of the U.S. Internal Revenue Code or any entity registered with the U.S. Securities and Exchange Commission under the Investment Company Act of 1940 (15 U.S.C. 80a-64);
- (i) any common trust fund as defined in section 584(a) of the U.S. Internal Revenue Code;
- (j) any trust that is exempt from tax under section 664(c) of the U.S. Internal Revenue Code or that is described in section 4947(a)(1) of the U.S. Internal Revenue Code;
- (k) a dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any State;
- (l) a broker as defined in section 6045(c) of the U.S. Internal Revenue Code; or
- (m) any tax-exempt trust under a plan that is described in section 403(b) or section 457(g) of the U.S. Internal Revenue Code.

*(v) Owner documented FFI*

An FFI meets the following requirements:

- (a) The FFI is an FFI solely because it is an investment entity;
- (b) The FFI is not owned by or related to any FFI that is a depository institution, custodial institution, or specified insurance company;
- (c) The FFI does not maintain a financial account for any non participating FFI;
- (d) The FFI provides the designated withholding agent with all of the documentation and agrees to notify the withholding agent if there is a change in circumstances; and
- (e) The designated withholding agent agrees to report to the IRS (or, in the case of a reporting Model 1 IGA, to the relevant foreign government or agency thereof) all of the information described in or (as appropriate) with respect to any specified U.S. persons and (2). Notwithstanding the previous sentence, the designated withholding agent is not required to report information with respect to an indirect owner of the FFI that holds its interest through a participating FFI, a deemed-compliant FFI (other than an owner-documented FFI), an entity that is a U.S. person, an exempt beneficial owner, or an excepted NFFE.

*(vi) Direct reporting NFE*

A direct reporting NFFE means a NFFE that elects to report information about its direct or indirect substantial U.S. owners to the IRS.

*(vii) Exemption code for U.S. persons*

Code	Sub-category
a	An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)
b	The United States or any of its agencies or instrumentalities
c	A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities
d	A corporation the stock of which is regularly traded on one or more established securities markets, as described in Reg. section 1.1472-1(c)(1)(i)
e	A corporation that is a member of the same expanded affiliated group as a corporation described in Reg. section 1.1472-1(c)(1)(i)

f	A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state
g	A real estate investment trust
h	A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940
i	A common trust fund as defined in section 584(a)
j	A bank as defined in section 581
k	A broker
l	A trust exempt from tax under section 664 or described in section 4947(a)(1)
m	A tax exempt trust under a section 403(b) plan or section 457(g) plan

#### 4. Instructions on Controlling Persons / Ultimate Beneficial Owner

As per PMLA guidelines and relevant SEBI circulars issued from time to time, non-individuals and trusts are required to provide details of controlling persons [CP] / ultimate beneficiary owner [UBO] and submit appropriate proof of identity of such CPs/ UBOs. The beneficial owner has been defined in the circular as the natural person or persons, who ultimately own, control or influence a client and/or persons on whose behalf a transaction is being conducted and includes a person who exercises ultimate effective control over a legal person or arrangement.

**The beneficial owner shall be determined as under:**

**A. For investor which is a Company:**

The beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.

Explanation:- For the purpose of this sub-clause:-

- i. "Controlling ownership interest" means ownership of or entitlement to more than ten per cent of shares or capital or profits of the company;
- ii. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;

**B. For investor which is a Partnership firm:**

The beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of/ entitlement to more than ten per cent of capital or profits of the partnership or who exercises control through other means.

Explanation:- For the purpose of this clause:-

"Control" shall include the right to control the management or policy decision;

**C. Investor which is an unincorporated association or body of individual:**

The beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen per cent.

Note: Where no natural person is identified under (a) or (b) or (c) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;

**D. Investor which is a trust:**

The identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with ten per cent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

**E. Exemption in case of Listed Companies:**

Where the investor or the owner of the controlling interest is an entity listed on a stock exchange in India, or it is an entity resident in jurisdictions notified by the Central Government and listed on stock exchanges in such jurisdictions notified by the Central Government, or it is a subsidiary of such listed entities, it is not necessary to identify and verify the identity of any shareholder or beneficial owner of such entities.

**F. Applicability for foreign investors:**

Registered intermediaries dealing with foreign investors' may be guided by SEBI Master Circular SEBI/HO/AFD-2/CIR/P/2022/175 dated December 19, 2022 and amendments thereto, if any, for the purpose of identification of beneficial ownership of the client.

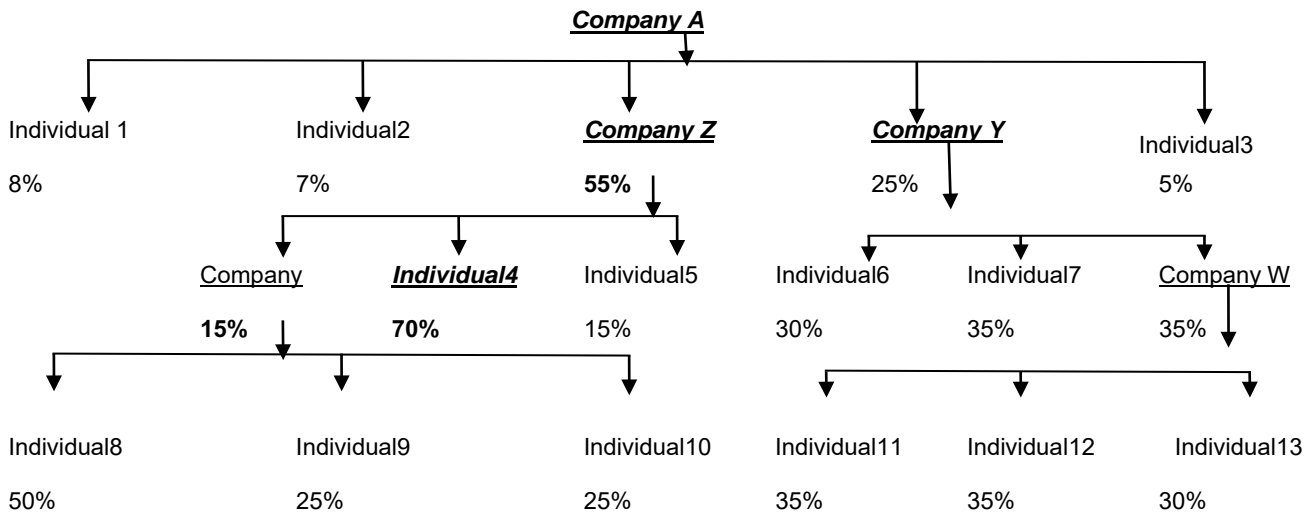
**G. KYC requirements:**

Beneficial Owner(s) / Controlling Persons / Senior Managing Official (SMO)/ Trustees is/are required to comply with the prescribed KYC process as stipulated by SEBI from time to time with any one of the KRA & submit the same to AMC. KYC acknowledgement proof is to be submitted for all the UBO(s) / Controlling Persons / SMO(s) / Trustees.

(A) Controlling Person Type:	
Code	Sub-category
01	CP of legal person-ownership
02	CP of legal person-other means
03	CP of legal person-senior managing official
04	CP of legal arrangement-trust-settlor
05	CP of legal arrangement--trust-trustee
06	CP of legal arrangement--trust-protector
07	CP of legal arrangement--trust-beneficiary
08	CP of legal arrangement--trust-other
09	CP of legal arrangement—Other-settlor equivalent
10	CP of legal arrangement—Other-trustee equivalent
11	CP of legal arrangement—Other-protector equivalent
12	CP of legal arrangement—Other-beneficiary equivalent
13	CP of legal arrangement—Other-other equivalent

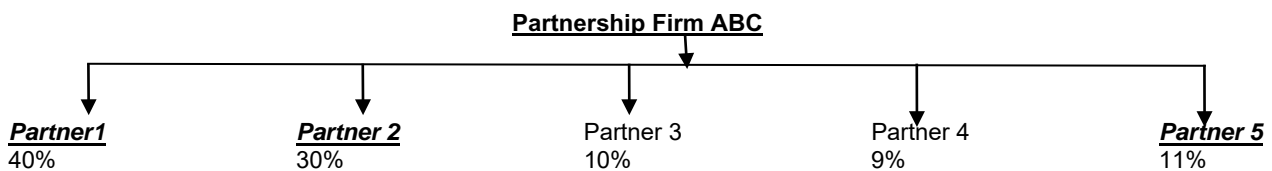
## Sample Illustrations for ascertaining beneficial ownership:

### Illustration No. 1 – Company A



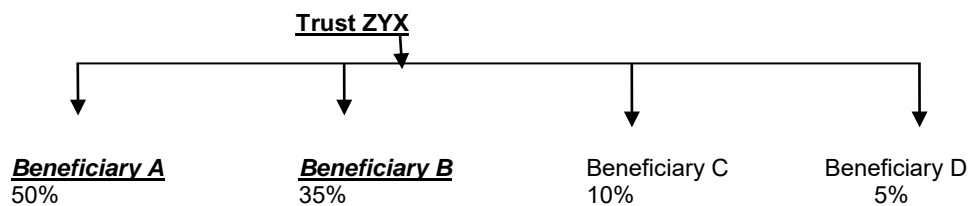
For Applicant A, Individual 4 is considered as UBO as it holds effective ownership of 38.50% (i.e. more than 10%) in Company A. Hence details of Individual 4 must be provided with KYC proof, Shareholding pattern of Company A, Z & Y to be provided along with details of persons of Company Y who are senior managing officials and those exercising control.

### Illustration No. 2 – Partner ABC



For Partnership Firm ABC, Partners 1, 2 and 5 are considered as UBO as each of them holds >10% of capital. KYC proof of these partners needs to be submitted including shareholding.

### Illustration No. 3 – Trustee ZYX



For Trust ZYX, Beneficiaries A, B and C are considered as UBO as they are entitled to get benefitted for  $\geq 10\%$  of funds used. KYC proof for these beneficiaries along with all the Trustees needs to be submitted. Additionally, if they have nominated any person or group of persons as Settlor of Trust / Protector of Trust, relevant information to be provided along with the proof indicated.

# Declaration Form of Non-Profit Organization (NPO)

(Mandatory for Trusts/Society)

To,  
**NJ Asset Management Private Limited**

Date:       /    /                  

Block No. 601, 3rd Floor, 'C' Tower,  
Udhna Udyognagar Sangh Commercial Complex,  
Central Road No.10, Udhna,  
Surat - 394 210, Gujarat.

Dear Sir,

- I/We hereby confirm that entity / organization is falling under “**Non-profit organization**” [NPO] which has been constituted for religious or charitable purposes referred to in clause (15) of section 2 of the Income-tax Act, 1961 (43 of 1961), and is registered as a trust or a society under the Societies Registration Act, 1860 (21 of 1860) or any similar State legislation or a Company registered under the section 8 of the Companies Act, 2013 (18 of 2013).
- Enclosed relevant documentary proof evidencing the above definition.

We further confirm that we have registered with DARPAN Portal of NITI Aayog as NPO and registration details are as follows (If not, please register immediately and confirm with the below information):

<b>Registration Number of DARPAN portal</b>	
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In absence of receipt of the Darpan portal registration details, MF/AMC/RTA will be required to register your entity on the said portal and/or report to the relevant authorities as applicable.

- I/We hereby confirm that the above stated entity / organization is **NOT** falling under Non-profit organization as defined above or in PMLA Act/Rules thereof.

## **Declaration:**

I/We acknowledge and confirm that the information provided above is true and correct to the best of my/our knowledge and belief. In case any of the above specified information is found to be false or untrue or misleading or misrepresenting, I/We am/are aware that I/We may be liable for it for any fines or consequences as required under the respective statutory requirements and authorize you to deduct such fines/charges under intimation to me/us or collect such fines/charges in any other manner as might be applicable. I/We hereby authorize you [NJ Asset Management Private Limited (the Portfolio Manager) /other participating entities] to disclose, share, rely, remit in any form, mode or manner, all / any of the information provided by me, including all changes, updates to such information as and when provided by me to the Portfolio Manager including its service provider or any Indian or foreign governmental or statutory or judicial authorities / agencies including but not limited to the Financial Intelligence Unit-India (FIU-IND), the tax / revenue authorities in India or outside India wherever it is legally required and other investigation agencies without any obligation of advising me/us of the same. Further, I/We authorize to share the given information to other SEBI Registered Intermediaries or any other statutory authorities to facilitate single submission / update & for regulatory purposes. I/We also commit to informing the Portfolio Manager including its service provider in writing about any modifications or changes to the aforementioned information within 30 days from the date of such modifications. Moreover, I/We undertake to provide any additional information as necessitated by the Portfolio Manager including its services provider or regulatory bodies, whether domestic or international, for compliance with regulations or taxation obligations.

By submitting this form, I/We acknowledge that I/We have read and understood the terms and conditions of this disclaimer, and I/We agree to abide by the same.

**Yours faithfully,**

x
Sole/First Applicant/ Authorised Signatory (with relevant seal)

Second Applicant/ Authorised Signatory (with relevant seal)
--

Third Applicant/ Authorised Signatory (with relevant seal)
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\*Investors are requested to use same pen(ink) for form filling and signatures across the documents.

# Power of Attorney (Schedule A)

TO ALL TO WHOM THESE PRESENTS SHALL COME I/WE,

- 1) \_\_\_\_\_
- 2) \_\_\_\_\_
- 3) \_\_\_\_\_

individual/NRI/Trust/HUF/Firm/Cooperative Society/Company registered under the Companies Act, 1956/2013, residing at / having its registered office/place of business at \_\_\_\_\_

\_\_\_\_\_ ; (hereinafter referred to as **"the Investor"** which expression shall, unless the context otherwise requires, be deemed to include his/her/its successors, administrators, executors and assigns)

## SEND GREETINGS:

## WHEREAS:

By virtue of a Discretionary and Non-Discretionary Portfolio Management Services Agreement (hereinafter referred to as "the PMS Agreement") entered into between the Investor of the One Part and NJ Asset Management Private Limited (formerly known as "NJ Advisory Services Private Limited"), a Company incorporated under the Companies Act, 1956, and having its Registered Office at Block No. 601, 3rd Floor, 'C' Tower, Udhna Udyog Nagar Sangh Commercial Complex, Central Road No.10, Udhna, Surat – 394210, Gujarat and Corporate Office at Unit No.101A, 1st Floor, Hallmark Business Plaza, Bandra (East), Mumbai - 400 051, Maharashtra; registered with SEBI vide Registration No.INP000003518 of the Other Part. The Investor appointed NJ Asset Management Private Limited, as the Portfolio Manager (hereinafter referred to as **"the Portfolio Manager"** or **"Constituted Attorney"** which expression shall unless repugnant to the context and meaning thereof be deemed to mean and include successors and assigns) to manage, invest and operate the assets of the Investor including, without limitation, with a power to appoint custodians, agents, representatives, banks or service providers or other persons as the Portfolio Manager may deem fit from time to time to perform any of the functions which the Portfolio Manager is empowered / obligated to perform and to delegate to such persons the authority/power to perform any of the functions to be performed by the Portfolio Manager and provide such instructions as the Portfolio Manager may deem fit from time to time to enable such performance.

I/we hereby irrevocably confirm the appointment of the Portfolio Manager for the Securities the Investor owned, acquired or dealt with or to be owned, or dealt with or to be owned in the name of the Investor and the Portfolio Manager agrees to act and provide Discretionary and non discretionary portfolio management services for the Asset in the manner set out herein:

**KNOW YE ALL MEN BY THESE PRESENTS THAT** I/we, the Investor(s) who are signatories to this Power of Attorney do hereby nominate, constitute, appoint and authorise the said Portfolio Manager to act through any of the officers, authorised to act as such by the Portfolio Manager to be the Investor's lawful attorney and to do all or any of the following acts, deeds and things in respect of the Portfolio Management:

x01/07\*

1. **"Securities"** mean securities listed or traded on a recognized stock exchange, Money Market Instruments, units of mutual funds or other securities as specified by SEBI from time to time.
2. To make necessary application(s) on behalf of the Investor, to any Government, Quasi government or Local Authorities, in India, including but not limited to, the Central Government and/or the Reserve Bank of India and/or the Income Tax Authorities and/or Securities and Exchange Board of India in connection with my/our purchase/sale/transfer holdings and continuing to hold Securities, and to represent the Investor in all respects before such authority or authorities and establish the ownership of the Securities in the Investor's name and if required, to give instructions in this regard to the Custodian or any authorised agent.
3. To appoint, nominate, engage and instruct brokers, custodians, depository participants, advisors and/or agent of other intermediary in relation to the Discretionary and Non-Discretionary Portfolio Management Services including but not limited to effecting purchase, sale and transfer of the Securities and to enter into agreements and deal with them for the same and share information with them as required or deemed fit for the purpose of rendering Discretionary and non discretionary portfolio management services .
4. To acquire by subscribing to or by purchase of securities and to sell, transferring the investments in the units of mutual fund from one scheme to another or between mutual funds, including to enter into foreign transactions required for this at the Portfolio Manager's own discretion for and on behalf of Investor subject to compliance with the applicable laws in force.
5. For the purpose of the aforesaid to sign contracts, agreements, transfers, acceptances, receipts, acquittance or other instruments, documents and forms, to accept and carry out correspondence with such person(s) or authority/authorities or department(s) and to do all lawful acts requisite for effecting the same.
6. To give instructions to the Custodian or any other authorised agent to acquire by subscription, purchase or otherwise, any Securities; to sell, transfer, endorse or deliver any Securities now standing in the name of the Investor or to be hereafter acquired and to sign and execute all transfer deeds, forms, applications or such other instruments, documents and papers as may be necessary for the purpose of acquiring or transferring the Securities in the name of the Investor, Selling the Securities held in the name of the Investor.
7. To make application for, or to renounce and sign renunciation forms in respect of bonds/debentures, rights shares and additional shares of any company/body/ authority and to receive and hold such rights or additional shares, bonds or debentures at its own discretion.
8. To rebalance the Assets / portfolio as deemed fit.
9. To open and/or operate new or existing safe custody account or to keep in safe custody the Securities acquired pursuant to the above authority.

02/07

Sole/First Applicant/ Authorised Signatory

Second Applicant/ Authorised Signatory

Third Applicant/ Authorised Signatory

Note\*: (1) Investors are requested to use same pen(ink) for form filling and signatures across the documents.

(2) Not applicable for online applications.

FOR OFFICE USE ONLY Signature of NJAMPL Authorised person

# Power of Attorney (Schedule A)

10. To appoint and issue any instruction to any auditors for the purpose of auditing my/our accounts on a quarterly / half yearly / annual basis.
11. To operate depository account more particularly, DP ID \_\_\_\_\_ Client ID \_\_\_\_\_ opened / to be opened with NJ India Invest Private Limited, a depository participant and to issue instructions relating to dematerialisation or rematerialisation of securities, freezing of accounts, to block and/or debit the account, to give delivery/receipt instructions, pledge instruction, pledge closure instructions, lending and borrowing instructions, and to do all such other things that may be required in due course relating to the depository account opened on my/our behalf including closure of the account if deemed necessary or expedient.
12. Subject to the extant exchange control regulations in India; to demand, receive and give good and effectual receipt(s) and discharge(s) for all or any dividends, interest, bonuses or any other sum(s) and/or income from the shares, debentures, units and other investments and to sign and endorse pay orders, dividend or other dues of whatever nature or account which are now or at any time may be due and payable and belong to me/or us on any account(s).
13. To enter into agreement with any service provider / platform for the online display, uploading, etc. and/or electronic emailing of statements, records, portfolio information, etc. of the Investor.
14. To operate one or more bank accounts as designated by the Investor.
15. To collect and deposit the monies realized from sale of the Securities and all interest/ dividends on my/ our behalf at the discretion of the Portfolio Manager and/or to invest the same in any other securities/units of mutual fund/ deposits or in any other instrument which the Constituted Attorney considers best under the circumstances.
16. To negotiate with any person whether body corporate or otherwise and effect the purchase/sale of Securities on such terms and at such price as the said Constituted Attorney may consider best under the circumstances.
17. To comply and/or cause to be complied with all statutory and other requirements attached to or arising out of these premises and for these purpose to take such steps and actions necessary or proper, including signing of affidavits, indemnity, declarations, legal documents, deeds and writings required.
18. And for all or any of the purposes aforesaid to appoint from time-to-time a substitute and to revoke such substitution but so that the appointment of any such substitute shall not affect or prejudice the rights or Power of the Attorney to act hereunder and the Constituted Attorney may continue to do so notwithstanding such appointments.

19. To appoint and employ agents including chartered accountant, advocates or the legal practitioners, overseers, receivers or other persons on such remuneration by way of fees, salary, commission or otherwise as the Constituted Attorney may think proper and to dismiss and discharge them from time-to-time and to employ or appoint any other in their place.
20. To enter into agreement with any service provider / platform for the recording, storing and/or display, reporting on online desks, accounts of data, information related to the Services of the Investor as deemed fit.
21. To commence, prosecute, enforce, defend, answer or oppose any suit or other legal proceedings filed, instituted or commenced in connection with any or all matters in which I/we may be interested. In all such proceedings and for such purposes to enter into a compromise or refer the dispute to arbitration or abandon any claim or submit to the judgement or become non-suited in all such proceedings whether pending or not.
22. To receive statements, notices, any other communication from depository participants, brokers, custodians and/or any other agents or parties from time to time.
23. To pay or allow all taxes, rates, charges, deductions, expenses and outgoings whatsoever due and payable or to become due and payable on account of or in respect of the Securities.
24. To debit the Investor's account for all the service charges, fees, out of pocket expenses, stamping charges, audit fees or other amounts payable by the Investor from time to time in accordance with the PMS Agreement.
25. To rectify any defect in the institution of any suit or other action before any authority including court of law for prosecuting or defending any action before any authority or court, by making such amendments as may be required and permissible under law and to do such acts deeds and things required to cure any suit or appeal or revision now pending and arising out any suit or proceeding which have since been disposed off.
26. This Power of Attorney given under my/our hands is irrevocable by me/us during the tenure of my/our Portfolio Management account with NJ Asset Management Private Limited, is operational in accordance with the terms and conditions of such Portfolio(s) statutory regulations.

I/we, hereby agree to ratify and confirm whatsoever shall be done in the premises by virtue of these presents either by the Constituted Attorney or by any substitute appointed by the it.

And generally the Constituted Attorney shall have the power to do, execute and perform any other act or acts, deeds, matter or things whatsoever

x.03/07\*

x.04/07\*

05/07  
Sole/First Applicant/ Authorised Signatory

Second Applicant/ Authorised Signatory

Third Applicant/ Authorised Signatory

Note\*: (1) Investors are requested to use same pen(ink) for form filling and signatures across the documents.  
(2) Not applicable for online applications.

**FOR OFFICE USE ONLY** Signature of NJAMPL Authorised person

## Power of Attorney (Schedule A)

which in the opinion of my/our said Constituted Attorney ought to be done, executed and performed by virtue of these presents as, I myself/we ourselves, could do the same if, I/we were personally present.

I/we do confirm and agree to ratify whatsoever acts, deeds, matters and things done or cause to be done by the Constituted Attorney and declared that the Constituted Attorney being a body corporate, the power herein above granted may be exercised by any of its agents or employees to whom the Constituted Attorney may delegate any of the powers aforesaid and accordingly the Constituted Attorney may appoint and remove any

sub-agent from time to time as it may consider appropriate.

This power of attorney above shall continue to subsist after the death or dissolution of the Investor for a period of 30 (thirty) days from the date on which Portfolio Manager is informed of the death or dissolution of the Investor alongwith the valid documents by the legal representative of the Investor and Portfolio Manger shall be entitled to continue to act under the terms of this Power of Attorney.

This instrument shall be subject to the exclusive jurisdiction of the Courts in Surat, Gujarat.

**IN WITNESS WHEREOF I/we (the Investor herein) have executed these presents on the date and place as on acceptance hereof by the Constituted Attorney:**

	Sole/First Applicant/ Authorised Signatory	Second Applicant/ Authorised Signatory	Third Applicant/ Authorised Signatory
Name of Investor			
Authorized Signatory Name*			
Signature of Signatory	06/07		
Name of Witness*			
Signature of Witness*			
Date of Signature*			

Note\*: (1) Investors are requested to use same pen(ink) for form filling and signatures across the documents.  
(2) Not applicable for online applications.

**Accepted by:**

Name of Portfolio Manager	NJ Asset Management Private Limited (Constituted Attorney)
Name of Authorized Signatory	
Signature of Signatory	
Name of Witness*	
Signature of Witness*	
Place	Surat (Gujarat)
Date of Signature*	

\* Not applicable for online applications.



# Registration of Power of Attorney

Date: \_\_\_\_\_

To,

**NJ India Invest Private Limited**

Block No. 901, 6th Floor, 'B' Tower,  
Udhna Udyognagar Sangh Commercial Complex,  
Central Road No.10, Udhna,  
Surat - 394 210, Gujarat.

Dear Sir,

Ref: DP ID 12064200 Client ID \_\_\_\_\_

**Sub: Registration of Power of Attorney in favor of NJ Asset Management Private Limited.**

I/We request you to register the enclosed certified true copy of Power of Attorney which I/We have issued in favor of NJ Asset Management Private Limited for operation of the above demat account.

A confirmation from you to NJ Asset Management Private Limited on completion of this request would be solicited.

Thanking you.

	Sole/First Applicant/ Authorised Signatory	Second Applicant/ Authorised Signatory	Third Applicant/ Authorised Signatory
Investor Name			
Signatory Name			
Signature	x 07/07		

\* Investors are requested to use same pen(ink) for form filling and signatures across the documents.

## Most Important Terms and Conditions (MITC)

(for the investors of the Portfolio Managers)

Name of the Portfolio Manager & SEBI Registration Number	
Contact details of Portfolio Manager	
Name of the Investor (Details of all the holders)	1)
	2)
	3)
Distributor Name	
Service Opted by the Investor	
Amount Invested	
Date of PMS Agreement	
Risk Tolerance of the Investor	
Strategy	
Investment Approach	
Benchmark for the Investment Approach	
Investment tenure/horizon	
Related party investments	
Fees & Charges including exit load, if any levied by the Portfolio Manager	
Details of bank and demat accounts where Investor's funds and securities are kept	
Tenure of the PMS agreement	
Disclosure of interest in various corporate bodies by Investor	
Nominee along with share of each nominee in PMS, Demat and Bank accounts	1)
	Share (%):
	2)
	Share (%):
	3)
Name of Guardian, in case the Nominee is a minor	1)
	2)
	3)
Name and contact details of Investor Relations Officer	
Other important T&Cs	

The MITC and all information provided here above are applicable to you. The MITC is in addition to and are to be read in conjunction with the PMS Client Agreement executed between you and the Portfolio Manager.

**Date:**

**Place:**

x
Sole / First Applicant / Authorised Signatory

x
Second Applicant / Authorised Signatory

x
Third Applicant / Authorised Signatory

Intentionally Left Blank

[www.njpms.in](http://www.njpms.in)



**BUILT ON RULES**

**NJ Asset Management Private Limited,**

(formerly known as NJ Advisory Services Private Limited)

CIN: U67100GJ2005PTC046959 | SEBI PMS Regn. No. : INP000003518

**Registered Office:** Block No. 601, 3rd Floor, 'C' Tower, Udhna Udyognagar Sangh Commercial Complex,  
Central Road No.10, Udhna, Surat - 394 210, Gujarat. | Phone: 91 261 4102888 | 261 6663355

**Corporate Office:** Unit No. 101A, 1st Floor, Hallmark Business Plaza, Bandra (East), Mumbai - 400 051,  
Maharashtra.