

**ELECTRUM PORTFOLIO MANAGERS PRIVATE LIMITED**



7

Annexure - 4

Most Important Terms & Condition

56

(Formerly known as Electrum Portfolio Managers Limited) U74110MH2014PTC265689

SEBI Registration No.: INP000007544 Registered Office: 1301, Morya Grand Off New Link Road,

Opposite Infinity Mall, Andheri West,

Mumbai - 400 053, Maharashtra. Ph.: 022-4575 0000

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| **S.No.** | **Name of the Document** | **Brief Significance oINf DDoEcXument** | **Page No.** |
| 1 | Account Opening Form | A. KYC form - Document capturing basic information about the constituent, FATCA Declaration and instruction for filling the form (Individual) | 5 to 17 |
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| 5 | Power of Attorney | Details of powers given to portfolio manager | 50 to 53 |
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| Declaration of Non-solicitation | 55 |

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| **KRA & CERSAI Registration Details** |
| Already Registered with KRA? Yes No  Name of the KRA and registration details (Please whichever is applicable):  CVL NDML DOTEX CAMS KARVY Others  KRA Status: Already Registered with CERSAI? Yes No CKYC Number: |

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| **Client Details** |
| Name of Client: Client Code: DP ID: Bank A/c No.: Broking UCC: |

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# CHECKLIST

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| **S.No.** | **DOCUMENTS TO BE SUBMITTED** | **SUBMITTED (Y/N)** |
| 1 | Application Form |  |
| 2 | Nomination (If any) |  |
| 3 | FATCA Form |  |
| 4 | PMS Agreement |  |
| 5 | Mandate for Portfolio Selection |  |
| 6 | PMS - Power of Attorney |  |

## Along with Application form following documents to be submitted:

|  |  |  |
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| **S.No.** | **DOCUMENTS TO BE SUBMITTED (for all applicants)** | **SUBMITTED (Y/N)** |
| 1 | Copy of PAN card (including copy of PAN of POA holders/Guardian) |  |
| 2 | Copy of Aadhar |  |
| 3 | CKYC-KRA Documents (including copy of CKYC-KRA of POA holders/Guardian) |  |
|  | (a) \*CKYC-KRA letter / status / form as detailed below |  |
|  | (b) CKYC-KRA documents as mentioned in CKYC-KRA form & required to be submitted along with  CKYC – KRA form (with IPV verification duly done) |  |
| 4 | Cancelled Cheque |  |
| 5 | ^Supporting Documents |  |

**\*CKYC/KRA DOCUMENTS REQUIRED**

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| Investor who are 'CKYC/KRA Complied‘ | Investor whose 'CKYC/KRA Compliance is under process‘ | Investor who are not 'CKYC KRA Complied’ | |
| Individual Investors | Non-Individual Investors |
| CKYC KRA Complied Verification status obtained from KRA website. (e.g. on CVL website it will be mentioned "Verified by CVL KRA” | KRA acknowledgement letter or CKYC Verification under process status as available on KRA website. | CKYC Form & KYC KRA Form for Individual | KRA form for non-Individuals |

**^SUPPORTING DOCUMENTS**

|  |  |  |  |  |  |  |
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| Documents | **Companies** | **LLP/Partnership Firm/HUF** | **Societies** | **Trust** | **Inv though PoA** | **Submitted (Y/N)** |
| Resolution/ Authorisation to Invest in PMS | ✓ | ✓ | ✓ | ✓ |  |  |
| List of Authorised Signatories with Specimen Signature | ✓ | ✓ | ✓ | ✓ | * Other than   Individual & HUF |  |
| MOA & AOA |  |  |  |  |  |  |
| Partnership Agreement / Partnership / HUF Deed |  |  |  |  |  |  |
| Bye Laws |  |  |  |  |  |  |
| Trust Deed |  |  |  |  |  |  |
| Notarized POA |  |  |  |  |  |  |

**INSTRUCTIONS / CHECKLIST FOR FILLING KYC FORM**

1. **IMPORTANT POINT :**
   1. Self attested copy of PAN card is mandatory for all clients. including Promoters/ Partners/Karta/Trustees and whole time directors and persons authorized to deal in securities on behalf of company/firm/others.
   2. Copies of all the documents submitted by the applicant should be self-attested and accompanied by originals for verification. In case the original of any document is not produced for verification, then the copies should be properly attested by entities authorized for attesting the documents, as per the below mentioned list.
   3. If any proof of identity or address is in a foreign language, then translation into English is required.
   4. Name & address of the applicant mentioned on the KYC form, should match with the documentary proof submitted.
   5. If correspondence & permanent address are different, then proofs for both have to be submitted.
   6. Sole proprietor must make the application in his individual name & capacity.
   7. For non-residents and foreign nationals,(allowed to trade subject to RBI and FEMA guidelines), copy of passport/PIO Card/OCI Card and overseas address proof is mandatory.
   8. For foreign entities, CIN is optional; and in the absence of DIN no. for the directors, their passport copy should be given.
   9. In case of Merchant Navy NRI’s, Mariner’s declaration or certified copy of CDC (Continuous Discharge Certificate) is to be submitted.
   10. For opening an account with Depository participant or Mutual Fund, for a minor, photocopy of the School Leaving Certificate/Mark sheet issued by Higher Secondary Board/Passport of Minor/Birth Certificate must be provided.
   11. Politically Exposed Persons (PEP) are defined as individuals who are or have been entrusted with prominent public functions in a foreign country, e.g., Heads of States or of Governments, senior politicians, senior Government/judicial/ military officers, senior executives of state owned corporations, important political party officials, etc.
2. **Proof of Identity (POI): -** List of documents admissible as Proof of Identity:
   1. PAN card with photograph. This is a mandatory requirement for all applicants except those who are specifically exempt from obtaining PAN (listed in Section D).
   2. Unique Identification Number (UID) (Aadhaar) / Passport / Voter ID card / Driving license.
   3. Identity card/ document with applicant’s Photo, issued by any of the following: Central/State Government and its Departments, Statutory/Regulatory Authorities, Public Sector Undertakings, Scheduled Commercial Banks, Public Financial Institutions, Colleges affiliated to Universities, Professional Bodies such as ICAI, ICWAI, ICSI, Bar Council etc., to their Members; and Credit cards/Debit cards issued by Banks.
3. **Proof of ADDRESS (POA): -** List of documents admissible as Proof of Address: (\*Documents having an expiry date should be valid on the date of submission.)
   1. Passport/Voters Identity Card/Ration Card/Registered Lease or Sale Agreement of Residence/Driving License/Flat Maintenance bill/Insurance Copy.
   2. Utility bills like Telephone Bill (only land line), Electricity bill or Gas bill - Not more than 3 months old.
   3. Bank Account Statement/Passbook - Not more than 3 months old.
   4. Self-declaration by High Court and Supreme Court judges, giving the new address in respect of their own accounts.
   5. Proof of address issued by any of the following: Bank Managers of Scheduled Commercial Banks/Scheduled Co-Operative Bank/Multinationa Foreign Banks/ Gazetted Officer/Notary public/Elected representatives to the Legislative Assembly/ Parliament/Documents issued by any Govt. or Statutory Authority.
   6. Identity card/document with address, issued by any of the following: Central/State Government and its Departments, Statutory/Regulatory Authorities, Public Sector Undertakings, Scheduled Commercial Banks, Public Financial Institutions, Colleges affiliated to Universities and Professional Bodies such as ICAI, ICWAI, ICSI, Bar Council etc.,to their Members.
   7. For FII/sub account, Power of Attorney given by FII/sub-account to the Custodians (which are duly notarized and/or apostiled or consularised) that gives the registered address should be taken.
   8. The proof of address in the name of the spouse may be accepted.
4. **EXEMPTIONS/CLARIFICATIONS to PAN**

(\*Sufficient documentary evidence in support of such claims to be collected.)

* 1. In case of transactions undertaken on behalf of Central Government and/or State Governmentandbyofficialsappointedby Courtse.g. Official liquidator, Courtreceiveretc.
  2. Investors residing in the state of Sikkim.
  3. UN entities/multilateral agencies exempt from paying taxes/filing tax returns in India.
  4. SIP of Mutual Funds upto Rs 50, 000/- p.a.
  5. In case of institutional clients, namely, FIIs, MFs, VCFs, FVCIs, Scheduled Commercial Banks, Multilateral and Bilateral Development Financial Institutions, State Industrial Development Corporations, Insurance Companies registered with IRDA and Public Financial Institution as defined under section 4A of the Companies Act, 1956, Custodians shall verify the PAN card details with the original PAN card and provide duly certified copies of such verified PAN details to the intermediary.

1. **LIST of people authorized to ATTEST the DOCUMENTS:**
   1. Notary Public, Gazetted Officer, Manager of a Scheduled Commercial/ Co-operative Bank or Multinational Foreign Banks (Name, Designation & Seal should be affixed on the copy).
   2. In case of NRIs, authorized officials of overseas branches of Scheduled Commercial Banks registered in India, Notary Public, Court Magistrate, Judge, Indian Embassy/Consulate General in the country where the client resides are permitted to attest the documents.
2. **In Case of NON-INDIVIDUALS, additional DOCUMENTS to be obtained over & above the POI & POA, as mentioned below:**

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| **Types of entity** | **Documentary requirements** |
| **Corporate** | * Copy of the balance sheets for the last 2 financial years (to be submitted every year) * Copy of latest share holding pattern including list of all those holding control, either directly or indirectly, in the company in terms of SEBI takeover Regulations, duly certified by the company secretary/Whole time director/MD (to be submitted every year). * Photograph, POI, POA, PAN and DIN numbers of whole time directors/two directors in charge of day to day operations. * Photograph, POI, POA, PAN of individual promoters holding control - either directly or indirectly. * Copies of the Memorandum and Articles of Association and certificate of incorporation. * Copy of the Board Resolution for investment in securities market. * Authorised signatories list with specimen signatures. |
| **Partnership Firm** | * Copy of the balance sheets for the last 2 financial years (to be submitted every year). * Certificate of registration (for registered partnership firms only). * Copy of partnership deed. * Authorised signatories list with specimen signatures. * Photograph, POI, POA, PAN of Partners. |
| **Trust** | * Copy of the balance sheets for the last 2 financial years (to be submitted every year). * Certificate of registration (for registered trust only). * Copy of Trust deed. * List of trustees certified by managing trustees/CA. * Photograph, POI, POA, PAN of Trustees. |
| **HUF** | * PAN of HUF. **•** Deed of declaration of HUF/ List of coparceners. * Bank pass-book/bank statement in the name of HUF. **•** Photograph, POI, POA, PAN of Karta. |
| **Unincorporated Association or a Body of Individuals** | * Proof of Existence/Constitution document. * Resolution of the managing body & Power of Attorney granted to transact business on its behalf. * Authorized signatories list with specimen signatures. |
| **Banks/Institutional Investors** | * Copy of the constitution/registration or annual report/balance sheet for the last 2 financial years. * Authorized signatories list with specimen signatures. |
| **Foreign Institutional Investors (FII)** | * Copy of SEBI registration certificate. * Authorized signatories list with specimen signatures. |
| **Army/ Government Bodies** | * Self-certification on letterhead. * Authorized signatories list with specimen signatures. |
| **Registered Society** | * Copy of Registration Certificate under Societies Registration Act. * List of Managing Committee members. * Committee resolution for persons authorised to act as authorised signatories with specimen signatures. * True copy of Society Rules and Bye Laws certified by the Chairman/Secretary. |
| **Accredited Investor** | * Accredited Investor (including Joint Holders) shall give a copy of Accreditation Certificate issued by the Accreditation Agency |

##### CENTRAL KYC REGISTRY | Know Your Customer (KYC) Application Form | Individual (First Holder)

**Important Instructions:**

1. Fields marked with '\*' are mandatory fields.
2. Tick ‘✓‘ wherever applicable.
3. Please fill the form in English and in BLOCK letters.
4. Please fill the date in DD-MM-YYYY format.
5. For particular section update, please tick (✓) in the box section number and strike off the sections not required to be updated.

**2. PROOF OF IDENTITY AND ADDRESS\*** (Please refer instruction **B** at the end)

Middle Name

Last Name

Name\* (Same as ID proof) Maiden Name Father / Spouse Name Mother Name Date of Birth\*

Gender\*

PAN\*

M-Male

F-Female

T-Transgender

Form 60 furnished

I. Certified copy of OVD or equivalent e-document of OVD or OVD obtained through digital KYC process needs to be submitted (anyone of the following OVDs)

A-Passport Number

B-Voter ID Card

C-Driving Licence D-NREGA Job Card

E-National Population Register Letter

F-Proof of Possession of Aadhaar

1. E-KYC Authentication
2. Offline verification of Aadhaar

**1. PERSONAL DETAILS\*** (Please refer instruction **A** at the end)

First Name

Prefix

**For Office Use Only**

(To be filled by Financial Institution)

Application Type\*

KYC Number Account Type\*

New

Update

Normal

Minor

(*Mandatory for KYC update request*)

Aadhaar OTP based E-KYC (in non-face to face mode)

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**Address** Line 1\* Line 2\* Line 3\* District\*

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|  |  |  |  |  |  |  |  |  |  | Pin/Post Code\* | | | | | | | |  |  |  |  |  |  | State/U.T. Code\* ISO 3166 Country Code\* | | | | | | | | | | | | | | | | | | | | |  |  |

1. Please read section wise detailed guidelines / instructions at the end.
2. List of State / U.T. code as per Indian Motor Vehicle Act, 1988 is available at the end.
3. List of two character ISO 3166 country codes is available at the end.
4. KYC number of applicant is mandatory to update application.
5. The ‘OTP based E-KYC’ check box is to be checked for accounts opened using OTP based E-KYC in non-face to face mode.

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Please sign across the photo

**3. CURRENT ADDRESS DETAILS** (Please refer instruction **B** at the end)

 Same as above mentioned address (In such cases address details as below need not be provided)

I. Certified copy of OVD or equivalent e-document of OVD or OVD obtained through digital KYC process needs to be submitted (anyone of the following OVDs)

 A-Passport Number

 B-Voter ID Card

 C-Driving Licence  D-NREGA Job Card

 E-National Population Register Letter

 F-Proof of Possession of Aadhaar

II  III  IV  V  VI 

**Address** Line 1\* Line 2\* Line 3\*

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E-KYC Authentication Offline verification of Aadhaar Deemed Proof of Address - Document Type code Self Declaration

Accredited Investor (including Joint Holders) shall give a copy of Accreditation Certificate issued by the Accreditation Agency

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District\*

**4. ACCREDITED INVESTOR1**

Unique accreditation number Name of Accreditation Agency

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Accreditation valid from to

Type: Single Holder  Joint Holder  Relationship of Joint Holder with the First Holder: Spouse  Parent  Child 

1 The individuals who meet the following and have been accredited by the Accreditation Agency shall be eligible to be considered as Accredited Investors:

1. Annual Income >= INR 2 Crore; OR
2. Net Worth >= INR 7.5 Crore, out of which at least INR 3.75 Crore is in the form of financial assets; OR
3. Annual Income >= INR 1 Crore+ Net Worth >= INR 5 Crore, out of which at least INR 2.5 Crore is in the form of financial assets;
4. Partnership Firms set up under the Indian Partnership Act, 1932 in which each partner independently meets the criteria for accreditation.
5. Trusts (other than family trusts) with net worth greater than or equal to INR 50 Crore.
6. Body Corporates with net worth greater than or equal to INR 50 Crore.



**5. CONTACT DETAILS** (All communications will be sent to Mobile numbers/ Email-ID provided)

Tel. (Off) Email ID

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Tel. (Res) Mobile

**6. REMARKS (If any)**

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**7. FATCA/CRS INFORMATION\***

Does the applicant/ guardian’s has Tax Residency other than India Yes No If Yes, provide details as per table below:

* Also include USA, where the individual is a citizen/green card holder of USA.

|  |  |  |  |
| --- | --- | --- | --- |
| S. No. | Country of Tax Residency | Tax Payer Identification Number ^ | Identification Type (TIN or other, please specify) |
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^In case tax identification number is not available kindly provide its functional equivalent.

**8. APPLICANT DECLARATION**

* I hereby declare that the details furnished above are true and correct to the best of my knowledge and belief and I undertake to inform you of any changes therein, immediately. Incase any of the above information is found to be false or untrue or misleading or misrepresenting, I am aware that I may be held liable for it.
* I hereby consent to receiving information from Central KYC Registry through SMS/Email on the above registered number/email address.

Signature / Thumb Impression of Applicant

* I understand that the details furnished in this form (like PAN, Date of birth, etc) would be utilised by the Portfolio Manager to fetch my KYC details from central databases like CVL KRA and CKYC database. I hereby provide our consent for fetching of such information.

Date : Place :

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**9. ATTESTATION / FOR OFFICE USE ONLY**

Documents Received Certified Copies E-KYC data received from UIDAI Data received from Offline verification Digital KYC Process Equivalent e-document Video Based KYC

**KYC VERIFICATION CARRIED OUT BY INSTITUTION DETAILS**

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Date : Emp. Name Emp. Code

Emp. Designation Emp. Branch

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Name Code

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(Employee Signature)

##### CENTRAL KYC REGISTRY | Know Your Customer (KYC) Application Form | Individual (Second Holder)

**Important Instructions:**

* 1. Fields marked with '\*' are mandatory fields.
  2. Tick ‘✓‘ wherever applicable.
  3. Please fill the form in English and in BLOCK letters.
  4. Please fill the date in DD-MM-YYYY format.
  5. For particular section update, please tick (✓) in the box section number and strike off the sections not required to be updated.

**2. PROOF OF IDENTITY AND ADDRESS\*** (Please refer instruction **B** at the end)

Middle Name

Last Name

Name\* (Same as ID proof) Maiden Name Father / Spouse Name Mother Name Date of Birth\*

Gender\*

PAN\*

M-Male

F-Female

T-Transgender

Form 60 furnished

I. Certified copy of OVD or equivalent e-document of OVD or OVD obtained through digital KYC process needs to be submitted (anyone of the following OVDs)

A-Passport Number

B-Voter ID Card

C-Driving Licence D-NREGA Job Card

E-National Population Register Letter

F-Proof of Possession of Aadhaar

1. E-KYC Authentication
2. Offline verification of Aadhaar

**1. PERSONAL DETAILS\*** (Please refer instruction **A** at the end)

First Name

Prefix

**For Office Use Only**

(To be filled by Financial Institution)

Application Type\*

KYC Number Account Type\*

New

Update

Normal

Minor

(*Mandatory for KYC update request*)

Aadhaar OTP based E-KYC (in non-face to face mode)

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**Address** Line 1\* Line 2\* Line 3\* District\*

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|  |  |  |  |  |  |  |  |  |  | Pin/Post Code\* | | | | | | | |  |  |  |  |  |  | State/U.T. Code\* ISO 3166 Country Code\* | | | | | | | | | | | | | | | | | | | | |  |  |

* 1. Please read section wise detailed guidelines / instructions at the end.
  2. List of State / U.T. code as per Indian Motor Vehicle Act, 1988 is available at the end.
  3. List of two character ISO 3166 country codes is available at the end.
  4. KYC number of applicant is mandatory to update application.
  5. The ‘OTP based E-KYC’ check box is to be checked for accounts opened using OTP based E-KYC in non-face to face mode.

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Please sign across the photo

**3. CURRENT ADDRESS DETAILS** (Please refer instruction **B** at the end)

 Same as above mentioned address (In such cases address details as below need not be provided)

I. Certified copy of OVD or equivalent e-document of OVD or OVD obtained through digital KYC process needs to be submitted (anyone of the following OVDs)

 A-Passport Number

 B-Voter ID Card

 C-Driving Licence  D-NREGA Job Card

 E-National Population Register Letter

 F-Proof of Possession of Aadhaar

II  III  IV  V  VI 

**Address** Line 1\* Line 2\* Line 3\*

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E-KYC Authentication Offline verification of Aadhaar Deemed Proof of Address - Document Type code Self Declaration

Accredited Investor (including Joint Holders) shall give a copy of Accreditation Certificate issued by the Accreditation Agency

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**4. ACCREDITED INVESTOR1**

Unique accreditation number Name of Accreditation Agency

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Accreditation valid from to

Type: Single Holder  Joint Holder  Relationship of Joint Holder with the First Holder: Spouse  Parent  Child 

1 The individuals who meet the following and have been accredited by the Accreditation Agency shall be eligible to be considered as Accredited Investors:

1. Annual Income >= INR 2 Crore; OR
2. Net Worth >= INR 7.5 Crore, out of which at least INR 3.75 Crore is in the form of financial assets; OR
3. Annual Income >= INR 1 Crore+ Net Worth >= INR 5 Crore, out of which at least INR 2.5 Crore is in the form of financial assets;
4. Partnership Firms set up under the Indian Partnership Act, 1932 in which each partner independently meets the criteria for accreditation.
5. Trusts (other than family trusts) with net worth greater than or equal to INR 50 Crore.
6. Body Corporates with net worth greater than or equal to INR 50 Crore.



**5. CONTACT DETAILS** (All communications will be sent to Mobile numbers/ Email-ID provided)

Tel. (Off) Email ID

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Tel. (Res) Mobile

**6. REMARKS (If any)**

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**7. FATCA/CRS INFORMATION\***

Does the applicant/ guardian’s has Tax Residency other than India Yes No If Yes, provide details as per table below:

* Also include USA, where the individual is a citizen/green card holder of USA.

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| S. No. | Country of Tax Residency | Tax Payer Identification Number ^ | Identification Type (TIN or other, please specify) |
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^In case tax identification number is not available kindly provide its functional equivalent.

**8. APPLICANT DECLARATION**

* I hereby declare that the details furnished above are true and correct to the best of my knowledge and belief and I undertake to inform you of any changes therein, immediately. Incase any of the above information is found to be false or untrue or misleading or misrepresenting, I am aware that I may be held liable for it.
* I hereby consent to receiving information from Central KYC Registry through SMS/Email on the above registered number/email address.

Signature / Thumb Impression of Applicant

* I understand that the details furnished in this form (like PAN, Date of birth, etc) would be utilised by the Portfolio Manager to fetch my KYC details from central databases like CVL KRA and CKYC database. I hereby provide our consent for fetching of such information.

Date : Place :

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**9. ATTESTATION / FOR OFFICE USE ONLY**

Documents Received Certified Copies E-KYC data received from UIDAI Data received from Offline verification Digital KYC Process Equivalent e-document Video Based KYC

**KYC VERIFICATION CARRIED OUT BY INSTITUTION DETAILS**

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Date : Emp. Name Emp. Code

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(Employee Signature)

##### CENTRAL KYC REGISTRY | Know Your Customer (KYC) Application Form | Individual (Third Holder)

**Important Instructions:**

* 1. Fields marked with '\*' are mandatory fields.
  2. Tick ‘✓‘ wherever applicable.
  3. Please fill the form in English and in BLOCK letters.
  4. Please fill the date in DD-MM-YYYY format.
  5. For particular section update, please tick (✓) in the box section number and strike off the sections not required to be updated.

**2. PROOF OF IDENTITY AND ADDRESS\*** (Please refer instruction **B** at the end)

Middle Name

Last Name

Name\* (Same as ID proof) Maiden Name Father / Spouse Name Mother Name Date of Birth\*

Gender\*

PAN\*

M-Male

F-Female

T-Transgender

Form 60 furnished

I. Certified copy of OVD or equivalent e-document of OVD or OVD obtained through digital KYC process needs to be submitted (anyone of the following OVDs)

A-Passport Number

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E-National Population Register Letter

F-Proof of Possession of Aadhaar

1. E-KYC Authentication
2. Offline verification of Aadhaar

**1. PERSONAL DETAILS\*** (Please refer instruction **A** at the end)

First Name

Prefix

**For Office Use Only**

(To be filled by Financial Institution)

Application Type\*

KYC Number Account Type\*

New

Update

Normal

Minor

(*Mandatory for KYC update request*)

Aadhaar OTP based E-KYC (in non-face to face mode)

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* 1. Please read section wise detailed guidelines / instructions at the end.
  2. List of State / U.T. code as per Indian Motor Vehicle Act, 1988 is available at the end.
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Please sign across the photo

**3. CURRENT ADDRESS DETAILS** (Please refer instruction **B** at the end)

 Same as above mentioned address (In such cases address details as below need not be provided)

I. Certified copy of OVD or equivalent e-document of OVD or OVD obtained through digital KYC process needs to be submitted (anyone of the following OVDs)

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 F-Proof of Possession of Aadhaar

II  III  IV  V  VI 

**Address** Line 1\* Line 2\* Line 3\*

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E-KYC Authentication Offline verification of Aadhaar Deemed Proof of Address - Document Type code Self Declaration

Accredited Investor (including Joint Holders) shall give a copy of Accreditation Certificate issued by the Accreditation Agency

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District\*

**4. ACCREDITED INVESTOR1**

Unique accreditation number Name of Accreditation Agency

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Accreditation valid from to

Type: Single Holder  Joint Holder  Relationship of Joint Holder with the First Holder: Spouse  Parent  Child 

1 The individuals who meet the following and have been accredited by the Accreditation Agency shall be eligible to be considered as Accredited Investors:

1. Annual Income >= INR 2 Crore; OR
2. Net Worth >= INR 7.5 Crore, out of which at least INR 3.75 Crore is in the form of financial assets; OR
3. Annual Income >= INR 1 Crore+ Net Worth >= INR 5 Crore, out of which at least INR 2.5 Crore is in the form of financial assets;
4. Partnership Firms set up under the Indian Partnership Act, 1932 in which each partner independently meets the criteria for accreditation.
5. Trusts (other than family trusts) with net worth greater than or equal to INR 50 Crore.
6. Body Corporates with net worth greater than or equal to INR 50 Crore.



**5. CONTACT DETAILS** (All communications will be sent to Mobile numbers/ Email-ID provided)

Tel. (Off) Email ID

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Tel. (Res) Mobile

**6. REMARKS (If any)**

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**7. FATCA/CRS INFORMATION\***

Does the applicant/ guardian’s has Tax Residency other than India Yes No If Yes, provide details as per table below:

* Also include USA, where the individual is a citizen/green card holder of USA.

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| S. No. | Country of Tax Residency | Tax Payer Identification Number ^ | Identification Type (TIN or other, please specify) |
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^In case tax identification number is not available kindly provide its functional equivalent.

**8. APPLICANT DECLARATION**

* I hereby declare that the details furnished above are true and correct to the best of my knowledge and belief and I undertake to inform you of any changes therein, immediately. Incase any of the above information is found to be false or untrue or misleading or misrepresenting, I am aware that I may be held liable for it.
* I hereby consent to receiving information from Central KYC Registry through SMS/Email on the above registered number/email address.

Signature / Thumb Impression of Applicant

* I understand that the details furnished in this form (like PAN, Date of birth, etc) would be utilised by the Portfolio Manager to fetch my KYC details from central databases like CVL KRA and CKYC database. I hereby provide our consent for fetching of such information.

Date : Place :

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**9. ATTESTATION / FOR OFFICE USE ONLY**

Documents Received Certified Copies E-KYC data received from UIDAI Data received from Offline verification Digital KYC Process Equivalent e-document Video Based KYC

**KYC VERIFICATION CARRIED OUT BY INSTITUTION DETAILS**

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Date : Emp. Name Emp. Code

Emp. Designation Emp. Branch

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(Institution Stamp)

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(Employee Signature)

**CENTRAL KYC REGISTRY | Know Your Customer (KYC) Application Form | Related Person - Individual (First Holder)**

**Annexure A1**

**Important Instructions:**

* 1. Fields marked with '\*' are mandatory fields.
  2. Tick ‘✓‘ wherever applicable.
  3. Please fill the form in English and in BLOCK letters.
  4. Please fill the date in DD-MM-YYYY format.
  5. For particular section update, please tick (✓) in the box section number and strike off the sections not required to be updated.
  6. Please read section wise detailed guidelines / instructions at the end.
  7. List of State / U.T. code as per Indian Motor Vehicle Act, 1988 is available at the end.
  8. List of two character ISO 3166 country codes is available at the end.
  9. KYC number of applicant is mandatory to update application.
  10. The 'OTP based E-KYC' check box is to be checked for accounts opened using OTP based E-KYC in non-face to face mode.

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| **For Office Use Only** Application Type\* New Update Delete  (To be filled by Financial Institution) KYC Number (*Mandatory for KYC update request*) | | | | | | | | | | | | | | |  |
| **1. PERSONAL DETAILS\* (Please refer instruction A at the end)** | | | | | | | | | | | | | | |  |
| Addition of Related Person Deletion of Related Person Updation KYC number of Related Person (if any) |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
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Related Person Type\*  Guardian of Minor

Prefix

Assignee  Authorized Representative

First Name Middle Name Last Name

Name\*

Maiden Name Father / Spouse Name Mother Name Date of Birth\*

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(If KYC number and name are provided, below details are optional)

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Gender\* PAN\*

M-Male

F-Female T-Transgender  Form 60 furnished

**2. PROOF OF IDENTITY AND ADDRESS\***

I. Certified copy of OVD or equivalent e-document of OVD or OVD obtained through digital KYC process needs to be submitted (anyone of the following OVDs)

A-Passport Number

B-Voter ID Card

Please sign across the photo

C-Driving Licence D-NREGA Job Card

E-National Population Register Letter

F-Proof of Possession of Aadhaar

II

III

**Address** Line 1\* Line 2\* Line 3\* District\*

E-KYC Authentication Offline verification of Aadhaar

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|  |  |  |  |  |  |  |  |  |  | Pin/Post Code\* | | | | | | | |  |  |  |  |  |  | State/U.T. Code\* ISO 3166 Country Code\* | | | | | | | | | | | | | | | | | | | | |  |  |

**3. CURRENT ADDRESS DETAILS (Please refer instruction B at the end)**

 Same as above mentioned address (In such cases address details as below need not be provided)

I. Certified copy of OVD or equivalent e-document of OVD or OVD obtained through digital KYC process needs to be submitted (anyone of the following OVDs)

 A-Passport Number

 B-Voter ID Card

 C-Driving Licence  D-NREGA Job Card

 E-National Population Register Letter

 F-Proof of Possession of Aadhaar

1.  E-KYC Authentication

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1.  Offline verification of Aadhaar

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1.  Deemed Proof of Address - Document Type code
2.  Self Declaration
3.  Accredited Investor (including Joint Holders) shall give a copy of Accreditation Certificate issued by the Accreditation Agency

**Address** Line 1\* Line 2\* Line 3\* District\*

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|  |  |  |  |  |  |  |  |  |  | Pin/Post Code\* | | | | | | | |  |  |  |  |  |  | State/U.T. Code\* ISO 3166 Country Code\* | | | | | | | | | | | | | | | | | | | | |  |  |

**4. ACCREDITED INVESTOR1**

Unique accreditation number Name of Accreditation Agency

Accreditation valid from to

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Type: Single Holder  Joint Holder  Relationship of Joint Holder with the First Holder: Spouse  Parent  Child 

1 The individuals who meet the following and have been accredited by the Accreditation Agency shall be eligible to be considered as Accredited Investors:

* 1. Annual Income >= INR 2 Crore; OR
  2. Net Worth >= INR 7.5 Crore, out of which at least INR 3.75 Crore is in the form of financial assets; OR
  3. Annual Income >= INR 1 Crore+ Net Worth >= INR 5 Crore, out of which at least INR 2.5 Crore is in the form of financial assets;

1. Partnership Firms set up under the Indian Partnership Act, 1932 in which each partner independently meets the criteria for accreditation.
2. Trusts (other than family trusts) with net worth greater than or equal to INR 50 Crore.
3. Body Corporates with net worth greater than or equal to INR 50 Crore.

**5. CONTACT DETAILS**

Tel. (Off) Email ID

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**6. REMARKS (If any)**

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Does the applicant/ guardian’s has Tax Residency other than India Yes No If Yes, provide details as per table below:

**7. FATCA/CRS INFORMATION\***

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| S. No. | Country of Tax Residency | Tax Payer Identification Number ^ | Identification Type (TIN or other, please specify) |
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\* Also include USA, where the individual is a citizen/green card holder of USA.

^In case tax identification number is not available kindly provide its functional equivalent.



* I hereby declare that the details furnished above are true and correct to the best of my knowledge and belief and I undertake to inform you of any changes therein, immediately. Incase any of the above information is found to be false or untrue or misleading or misrepresenting, I am aware that I may be held liable for it.
* I hereby consent to receiving information from Central KYC Registry through SMS/Email on the above registered number/email address.
* I understand that the details furnished in this form (like PAN, Date of birth, etc) would be utilised by the Portfolio Manager to fetch my KYC details from central databases like CVL KRA and CKYC database. I hereby provide our consent for fetching of such information.

Date : Place :

Documents Received

Certified Copies

Equivalent e-document

E-KYC data received from UIDAI

Video Based KYC

Data received from Offline verification Digital KYC Process

**KYC VERIFICATION CARRIED OUT BY INSTITUTION DETAILS**

Date : Name

Emp. Name Code

Emp. Code Emp. Designation Emp. Branch

**9. ATTESTATION / FOR OFFICE USE ONLY**

(Employee Signature)

(Institution Stamp)

Signature / Thumb Impression of Applicant

**8. APPLICANT DECLARATION**

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**CENTRAL KYC REGISTRY | Know Your Customer (KYC) Application Form | Related Person - Individual Second Holder)**

**Annexure A1**

**Important Instructions:**

* 1. Fields marked with '\*' are mandatory fields.
  2. Tick ‘✓‘ wherever applicable.
  3. Please fill the form in English and in BLOCK letters.
  4. Please fill the date in DD-MM-YYYY format.
  5. For particular section update, please tick (✓) in the box section number and strike off the sections not required to be updated.
  6. Please read section wise detailed guidelines / instructions at the end.
  7. List of State / U.T. code as per Indian Motor Vehicle Act, 1988 is available at the end.
  8. List of two character ISO 3166 country codes is available at the end.
  9. KYC number of applicant is mandatory to update application.
  10. The 'OTP based E-KYC' check box is to be checked for accounts opened using OTP based E-KYC in non-face to face mode.

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| **For Office Use Only** Application Type\* New Update Delete  (To be filled by Financial Institution) KYC Number (*Mandatory for KYC update request*) | | | | | | | | | | | | | | |  |
| **1. PERSONAL DETAILS\* (Please refer instruction A at the end)** | | | | | | | | | | | | | | |  |
| Addition of Related Person Deletion of Related Person Updation KYC number of Related Person (if any) |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
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Related Person Type\*  Guardian of Minor

Prefix

Assignee  Authorized Representative

First Name Middle Name Last Name

Name\*

Maiden Name Father / Spouse Name Mother Name Date of Birth\*

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(If KYC number and name are provided, below details are optional)

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Gender\* PAN\*

M-Male

F-Female T-Transgender  Form 60 furnished

**2. PROOF OF IDENTITY AND ADDRESS\***

I. Certified copy of OVD or equivalent e-document of OVD or OVD obtained through digital KYC process needs to be submitted (anyone of the following OVDs)

A-Passport Number

B-Voter ID Card

Please sign across the photo

C-Driving Licence D-NREGA Job Card

E-National Population Register Letter

F-Proof of Possession of Aadhaar

II

III

**Address** Line 1\* Line 2\* Line 3\* District\*

E-KYC Authentication Offline verification of Aadhaar

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|  |  |  |  |  |  |  |  |  |  | Pin/Post Code\* | | | | | | | |  |  |  |  |  |  | State/U.T. Code\* ISO 3166 Country Code\* | | | | | | | | | | | | | | | | | | | | |  |  |

**3. CURRENT ADDRESS DETAILS (Please refer instruction B at the end)**

 Same as above mentioned address (In such cases address details as below need not be provided)

I. Certified copy of OVD or equivalent e-document of OVD or OVD obtained through digital KYC process needs to be submitted (anyone of the following OVDs)

 A-Passport Number

 B-Voter ID Card

 C-Driving Licence  D-NREGA Job Card

 E-National Population Register Letter

 F-Proof of Possession of Aadhaar

1.  E-KYC Authentication

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1.  Offline verification of Aadhaar

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1.  Deemed Proof of Address - Document Type code
2.  Self Declaration
3.  Accredited Investor (including Joint Holders) shall give a copy of Accreditation Certificate issued by the Accreditation Agency

**Address** Line 1\* Line 2\* Line 3\* District\*

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**4. ACCREDITED INVESTOR1**

Unique accreditation number Name of Accreditation Agency

Accreditation valid from to

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Type: Single Holder  Joint Holder  Relationship of Joint Holder with the First Holder: Spouse  Parent  Child 

1 The individuals who meet the following and have been accredited by the Accreditation Agency shall be eligible to be considered as Accredited Investors:

* 1. Annual Income >= INR 2 Crore; OR
  2. Net Worth >= INR 7.5 Crore, out of which at least INR 3.75 Crore is in the form of financial assets; OR
  3. Annual Income >= INR 1 Crore+ Net Worth >= INR 5 Crore, out of which at least INR 2.5 Crore is in the form of financial assets;

1. Partnership Firms set up under the Indian Partnership Act, 1932 in which each partner independently meets the criteria for accreditation.
2. Trusts (other than family trusts) with net worth greater than or equal to INR 50 Crore.
3. Body Corporates with net worth greater than or equal to INR 50 Crore.

**5. CONTACT DETAILS**

Tel. (Off) Email ID

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Tel. (Res) Mobile

**6. REMARKS (If any)**

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Does the applicant/ guardian’s has Tax Residency other than India Yes No If Yes, provide details as per table below:

**7. FATCA/CRS INFORMATION\***

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| S. No. | Country of Tax Residency | Tax Payer Identification Number ^ | Identification Type (TIN or other, please specify) |
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\* Also include USA, where the individual is a citizen/green card holder of USA.

^In case tax identification number is not available kindly provide its functional equivalent.



* I hereby declare that the details furnished above are true and correct to the best of my knowledge and belief and I undertake to inform you of any changes therein, immediately. Incase any of the above information is found to be false or untrue or misleading or misrepresenting, I am aware that I may be held liable for it.
* I hereby consent to receiving information from Central KYC Registry through SMS/Email on the above registered number/email address.
* I understand that the details furnished in this form (like PAN, Date of birth, etc) would be utilised by the Portfolio Manager to fetch my KYC details from central databases like CVL KRA and CKYC database. I hereby provide our consent for fetching of such information.

Date : Place :

Documents Received

Certified Copies

Equivalent e-document

E-KYC data received from UIDAI

Video Based KYC

Data received from Offline verification Digital KYC Process

**KYC VERIFICATION CARRIED OUT BY INSTITUTION DETAILS**

Date : Name

Emp. Name Code

Emp. Code Emp. Designation Emp. Branch

**9. ATTESTATION / FOR OFFICE USE ONLY**

(Employee Signature)

(Institution Stamp)

Signature / Thumb Impression of Applicant

**8. APPLICANT DECLARATION**

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**CENTRAL KYC REGISTRY | Know Your Customer (KYC) Application Form | Related Person - Individual Third Holder)**

**Annexure A1**

**Important Instructions:**

* 1. Fields marked with '\*' are mandatory fields.
  2. Tick ‘✓‘ wherever applicable.
  3. Please fill the form in English and in BLOCK letters.
  4. Please fill the date in DD-MM-YYYY format.
  5. For particular section update, please tick (✓) in the box section number and strike off the sections not required to be updated.
  6. Please read section wise detailed guidelines / instructions at the end.
  7. List of State / U.T. code as per Indian Motor Vehicle Act, 1988 is available at the end.
  8. List of two character ISO 3166 country codes is available at the end.
  9. KYC number of applicant is mandatory to update application.
  10. The 'OTP based E-KYC' check box is to be checked for accounts opened using OTP based E-KYC in non-face to face mode.

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| **For Office Use Only** Application Type\* New Update Delete  (To be filled by Financial Institution) KYC Number (*Mandatory for KYC update request*) | | | | | | | | | | | | | | |  |
| **1. PERSONAL DETAILS\* (Please refer instruction A at the end)** | | | | | | | | | | | | | | |  |
| Addition of Related Person Deletion of Related Person Updation KYC number of Related Person (if any) |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
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Related Person Type\*  Guardian of Minor

Prefix

Assignee  Authorized Representative

First Name Middle Name Last Name

Name\*

Maiden Name Father / Spouse Name Mother Name Date of Birth\*

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(If KYC number and name are provided, below details are optional)

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Gender\* PAN\*

M-Male

F-Female T-Transgender  Form 60 furnished

**2. PROOF OF IDENTITY AND ADDRESS\***

I. Certified copy of OVD or equivalent e-document of OVD or OVD obtained through digital KYC process needs to be submitted (anyone of the following OVDs)

A-Passport Number

B-Voter ID Card

Please sign across the photo

C-Driving Licence D-NREGA Job Card

E-National Population Register Letter

F-Proof of Possession of Aadhaar

II

III

**Address** Line 1\* Line 2\* Line 3\* District\*

E-KYC Authentication Offline verification of Aadhaar

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**3. CURRENT ADDRESS DETAILS (Please refer instruction B at the end)**

 Same as above mentioned address (In such cases address details as below need not be provided)

I. Certified copy of OVD or equivalent e-document of OVD or OVD obtained through digital KYC process needs to be submitted (anyone of the following OVDs)

 A-Passport Number

 B-Voter ID Card

 C-Driving Licence  D-NREGA Job Card

 E-National Population Register Letter

 F-Proof of Possession of Aadhaar

1.  E-KYC Authentication

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1.  Offline verification of Aadhaar

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1.  Deemed Proof of Address - Document Type code
2.  Self Declaration
3.  Accredited Investor (including Joint Holders) shall give a copy of Accreditation Certificate issued by the Accreditation Agency

**Address** Line 1\* Line 2\* Line 3\* District\*

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**4. ACCREDITED INVESTOR1**

Unique accreditation number Name of Accreditation Agency

Accreditation valid from to

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Type: Single Holder  Joint Holder  Relationship of Joint Holder with the First Holder: Spouse  Parent  Child 

1 The individuals who meet the following and have been accredited by the Accreditation Agency shall be eligible to be considered as Accredited Investors:

* 1. Annual Income >= INR 2 Crore; OR
  2. Net Worth >= INR 7.5 Crore, out of which at least INR 3.75 Crore is in the form of financial assets; OR
  3. Annual Income >= INR 1 Crore+ Net Worth >= INR 5 Crore, out of which at least INR 2.5 Crore is in the form of financial assets;

1. Partnership Firms set up under the Indian Partnership Act, 1932 in which each partner independently meets the criteria for accreditation.
2. Trusts (other than family trusts) with net worth greater than or equal to INR 50 Crore.
3. Body Corporates with net worth greater than or equal to INR 50 Crore.

**5. CONTACT DETAILS**

Tel. (Off) Email ID

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Tel. (Res) Mobile

**6. REMARKS (If any)**

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Does the applicant/ guardian’s has Tax Residency other than India Yes No If Yes, provide details as per table below:

**7. FATCA/CRS INFORMATION\***

|  |  |  |  |
| --- | --- | --- | --- |
| S. No. | Country of Tax Residency | Tax Payer Identification Number ^ | Identification Type (TIN or other, please specify) |
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\* Also include USA, where the individual is a citizen/green card holder of USA.

^In case tax identification number is not available kindly provide its functional equivalent.



* I hereby declare that the details furnished above are true and correct to the best of my knowledge and belief and I undertake to inform you of any changes therein, immediately. Incase any of the above information is found to be false or untrue or misleading or misrepresenting, I am aware that I may be held liable for it.
* I hereby consent to receiving information from Central KYC Registry through SMS/Email on the above registered number/email address.
* I understand that the details furnished in this form (like PAN, Date of birth, etc) would be utilised by the Portfolio Manager to fetch my KYC details from central databases like CVL KRA and CKYC database. I hereby provide our consent for fetching of such information.

Date : Place :

Documents Received

Certified Copies

Equivalent e-document

E-KYC data received from UIDAI

Video Based KYC

Data received from Offline verification Digital KYC Process

**KYC VERIFICATION CARRIED OUT BY INSTITUTION DETAILS**

Date : Name

Emp. Name Code

Emp. Code Emp. Designation Emp. Branch

**9. ATTESTATION / FOR OFFICE USE ONLY**

(Employee Signature)

(Institution Stamp)

Signature / Thumb Impression of Applicant

**8. APPLICANT DECLARATION**

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##### Instructions/ Checklist/ Guidelines for filling Individual KYC Application Form

* 1. **Clarification/ Guidelines on filling 'Personal Details' section**
     1. Name : The name should match the name as mentioned in the Proof of identity submitted failing which the application is liable to be rejected.
     2. One the following is mandatory : Mother's name, Father's name, Spouse's name.
  2. **Certification / Guidlines on filling 'Current Address details' section**
     1. In case of deemed PoA such as utility bill, the document need not be uploaded on CKYCR
     2. PoA be submitted only if the submitted Pol does not have current address or address as per Pol is invalid or not in force.
     3. State / UT Code and Pin Post Code wlll not be mandatory for Overseas addresses.
     4. In Section 2, 1 of I, II and III is to be selected. In case of E-KYC authentication, II is to be selected.
     5. In Section 3, 1 of I, II, III and IV is to be selected. In case of E-KYC authentication, II is to be selected.
     6. List of Documents for 'Deemed Proof of Address' :

|  |  |
| --- | --- |
| **Document code** | **Description** |
| 1 | Utility bill which is not more than two month old of any service provider (electricity, telephone, post-paid mobile phone, piped gas, water bill) |
| 2 | Property or Municipal Tax receipt |
| 3 | Pension or family pension payment orders (PPOs) issued to the retired employees by Government Department or Public Sector Undertakings if they contain the address. |
| 4 | Letter of allotment of accomodation from employer issued by State Government or Central Governement Departments, statutory or regulatory bodies, public sector undertakings, scheduled commercial banks, financial institutions and listed companies and leave and licence agreements with such employers allotting official accommodation. |

* + 1. Regulated Entity (RE) shall redact (first 8 digits) of the Aadhaar number from Aadhaar related data and documents such as proof of possession of Aadhaar, while uploading on CKYCR.
    2. 'Equivalent e-document' means an electronic equivalent of a document, issued by the issuing authority of such document with its valid digital signature including documents issued to the digital locker account of the client as per rule 9 of the Information Technology (Preservation and Retention of Information by Intermediaries Providing Digital Locker Facilities) Rules, 2018.
    3. 'Digital KYC process' has to be carried out as stipulated in the FML Rules, 2008.
  1. **Certification / Guidelines on filling 'Contact details/ section**
     1. Please mention two-digit country code and 10 digit mobile number (e.g. for Indian mobile number mention 91-9999999999).
  2. **Clarification Guidelines on filling 'Related Person details' section**
     1. Provide KYC number of related person, if available.
  3. **Clarification on Minor**
     1. Guardian details are optional for minors above 10 years of age for opening of bank account only.
     2. However, in case guardian details are available for minor above 10 yeas of age, the same (or CKYCR number of guardian) is to be uploaded.

##### CENTRAL KYC REGISTRY | Know Your Customer (KYC) Application Form | Legal Entity/ Other than Individuals

**Important Instructions:**

1. Fields marked with '\*' are mandatory fields.
2. Tick '✓' wherever applicable.
3. Please fill the date in DD-MM-YYYY format.
4. Please fill the form in English and in BLOCK letters.
5. KYC number of applicant is mandatory for update application
6. List of State / U.T code as per Indian Motor Vehicle Act,1988 is available at the end.
7. List of two character ISO 3166 country codes is available at the end.
8. Please read section wise detailed guidelines / instructions at the end.
9. For particular section update, please tick (✓) in the box avilable before the section number and strike off the sections not required to be updated.

**For Office Use Only**

(To be filled by Financial Institution)

Application Type\*

KYC Number

New

Update

(*Mandatory for KYC update request*)

**1. ENTITY DETAILS\*** (Please refer instruction **A** at the end)

Name



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Entity Constitution Type\*

Others (Specify)

(Please refer instruction B at the end)

**Status** Please tick (any one)

Private Limited Company Public Limited Company Body Corporate Partnership / LLP Trust / Charities / NGO FPI HUF AOP Bank Government Body Non Government Organization

Defence Establishment BOI Society NPO Others

D

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Date of Incorporation / Formation\*

M M Y

Y Y Y

Date of Commencement of Business

M M Y

Y Y Y

Place of Incorporation / Formation\* Country of Incorporation / Formation\* TIN or Equivalent Issuing Country PAN \* Form 60 furnished

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TIN / GST Registration Number

**2. PROOF OF IDENTITY (Pol)\*** (Please refer instruction B at the end)

Officially valid document(s) in respect of person authorised to transact Certificate of Incorporation / Formation

Registration Certificate

Regn Certificate No.

Memorandum and Articles of Association Partnership Deed Trust Deed Resolution of Board / Managing Committee Power of attorney granted to its manager, officers or employees to transact on its behalf

Activity Proof - 1 (For Sole Proprietorship Only) Activity Proof - 2 (For Sole Proprietorship Only)

Accredited Investor shall give a copy of Accreditation Certificate issued by the Accreditation Agency

**3.1 Registered Office Address / Place of Business\***

**3. ADDRESS\*** (Please see instruction C at the end)

Proof of Address\* Certificate of Incorporation / Formation Registration Certificate Other Document

Line 1\* Line 2 Line 3 District

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**3.2 Local Address in India (If different from Above)\***

Line 1\* Line 2 Line 3 District

**4. ACCREDITED INVESTOR**

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Unique accreditation number Name of Accreditation A Accreditation valid from

The persons who meet the following criteria and have been accredited by the Accreditation Agency shall be eligible to be considered as Accredited Investors:

1. HUFs, Family Trusts and Sole Proprietorships:
   1. Annual Income >= INR 2 Crore; OR
   2. Net Worth >= INR 7.5 Crore, out of which at least INR 3.75 Crore is in the form of financial assets; OR
   3. Annual Income >= INR 1 Crore+ Net Worth >= INR 5 Crore, out of which at least INR 2.5 Crore is in the form of financial assets;
2. Partnership Firms set up under the Indian Partnership Act, 1932 in which each partner independently meets the criteria for accreditation.
3. Trusts (other than family trusts) with net worth greater than or equal to INR 50 Crore.
4. Body Corporates with net worth greater than or equal to INR 50 Crore.

**5. CONTACT DETAILS** (All communications will be sent to Mobile number/ Email-ID provided" may be used) (Please refer instruction **D** at the end)

Tel. (Off) FAX

Mobile Email ID

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**6. NUMBER OF RELATED PERSONS** (Please refer instruction E at the end)



* I/We hereby declare that the details furnished above are true and correct to the best of my/our knowledge and belief and I/We undertake to inform you of any changes therein, immediately. In case any of the above information is found to be false or untrue or misleading or misrepresenting, I/We am/are aware that I/We may be held liable for it.
* I/We hereby consent to receiving information from Central KYC Registry through SMS/Email on the above registered number/email address.
* I/we understand that the details furnished in this form (like PAN, Date of birth, etc) would be utilised by the Portfolio Manager to fetch my/our KYC details from central databases like CVL KRA and CKYC database. I/We hereby provide our consent for fetching of such information.

Date : Place :

Documents Received

Certified Copies

Equivalent e-document

Identity Verification Emp. Name Emp. Code

Emp. Designation

Emp. Branch

Done

Date

**9. ATTESTATION / FOR OFFICE USE ONLY**

Y

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Signature / Thumb Impression of Applicant

(Employee Signature)

**INSTITUTION DETAILS**

**KYC VERIFICATION CARRIED OUT BY**

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**7. REMARKS** (If any)

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**8. APPLICANT DECLARATION** (Please refer Instruction **F** at the end)

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**CENTRAL KYC REGISTRY | Know Your Customer (KYC) Application Form | Related Person**

**Annexure A2 | Legal Entity / Other than Individuals**

**Important Instructions:**

1. Fields marked with '\*' are mandatory fields.
2. Tick ‘✓‘ wherever applicable.
3. Please fill the date in DD-MM-YYYY format.
4. Please fill the form in English and in BLOCK letters.
5. KYC number of applicant is mandatory to update application.

**For Office Use Only**

(To be filled by Financial Institution)

Application Type\*

KYC Number

New

Update

Delete

(*Mandatory for KYC update and delete request*)

**1. DETAILS OF RELATED PERSON\*** (Please refer instruction **E** at the end)

Addition of Related Person Deletion of Related Person Update Related Person Details

1. List of State / U.T. code as per Indian Motor Vehicle Act, 1988 is available at the end.
2. List of two character ISO 3166 country codes is available at the end.
3. Please read section wise detailed guidelines / instructions at the end.
4. For particular section update, please tick (✓) in the box available before the section number and strike off the sections not required to be updated.

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KYC Number of Related Person (if available\*) *(If KYC number is available, only 'Related Person Type' & 'Name' is mandatory*

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**Related Person Type\* ** Director  Promoter  Karta  Trustee  Partner  Court Appointment Official  Proprietor

 Beneficiary Authorised Signatory Beneficial Owner  Power of Attonery Holder  Other (Please specify) DIN (Director Identification Number *(Mandatory if Related Person Type is Director)*

**1.1 PERSONAL DETAILS\*** (Please refer instruction **E** at the end)

Name\* (Same as ID proof) Maiden Name Father / Spouse Name Mother Name Date of Birth\*

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Prefix

First Name Middle Name Last Name

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Gender\*

M-Male

F-Female

T-Transgender

Nationality\* PAN\*

IN-Indian

Others (ISO 3166 Country Code  )

 Form 60 furnished

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**1.2 PROOF OF IDENTITY AND ADDRESS\*** (Please refer instruction **E** at the end)

I. Certified copy of OVD or equivalent e-document of OVD or OVD obtained through digital KYC process needs to be submitted (anyone of the following OVDs)

 A-Passport Number

 B-Voter ID Card

Please sign across the photo

 C-Driving Licence  D-NREGA Job Card

 E-National Population Register Letter

 F-Proof of Possession of Aadhaar

II 

III 

**Address** Line 1\* Line 2\* Line 3\* District\*

E-KYC Authentication Offline verification of Aadhaar

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|  |  |  |  |  |  |  |  |  |  | Pin/Post Code\* | | | | | | | |  |  |  |  |  |  | State/U.T. Code\* ISO 3166 Country Code\* | | | | | | | | | | | | | | | | | | | | |  |  |

**1.3 CURRENT ADDRESS DETAILS** (Please refer instruction **E** at the end)

 Same as above mentioned address (In such cases address details as below need not be provided)

I. Certified copy of OVD or equivalent e-document of OVD or OVD obtained through digital KYC process needs to be submitted (anyone of the following OVDs)

 A-Passport Number

 B-Voter ID Card

 C-Driving Licence  D-NREGA Job Card

 E-National Population Register Letter

 F-Proof of Possession of Aadhaar

1.  E-KYC Authentication

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1.  Offline verification of Aadhaar

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1.  Deemed Proof of Address - Document Type code
2.  Self Declaration
3.  Accredited Investor (including Joint Holders) shall give a copy of Accreditation Certificate issued by the Accreditation Agency

**Address** Line 1\* Line 2\* Line 3\* District\*

**1.4 ACCREDITED INVESTOR**

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|  |  |  |  |  |  |  |  |  |  | Pin/Post Code\* | | | | | | | |  |  |  |  |  |  | State/U.T. Code\* ISO 3166 Country Code\* | | | | | | | | | | | | | | | | | | | | |  |  |

Unique accreditation number Name of Accreditation A Accreditation valid from

The persons who meet the following criteria and have been accredited by the Accreditation Agency shall be eligible to be considered as Accredited Investors:

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1. HUFs, Family Trusts and Sole Proprietorships:
   1. Annual Income >= INR 2 Crore; OR
   2. Net Worth >= INR 7.5 Crore, out of which at least INR 3.75 Crore is in the form of financial assets; OR
   3. Annual Income >= INR 1 Crore+ Net Worth >= INR 5 Crore, out of which at least INR 2.5 Crore is in the form of financial assets;
2. Partnership Firms set up under the Indian Partnership Act, 1932 in which each partner independently meets the criteria for accreditation.
3. Trusts (other than family trusts) with net worth greater than or equal to INR 50 Crore.
4. Body Corporates with net worth greater than or equal to INR 50 Crore.

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| **1.5 CONTACT DETAILS** (All communication will be sent on provided mobile no. / Email-ID) (Please refer instruction **D** at the end) | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Tel. (Off)  Email ID |  |  |  |  |  |  |  |  |  |  |  |  |  | Tel. (Res) | | | | |  |  |  |  |  |  |  |  |  |  |  |  |  | Mobile | | |  |  |  |  |  |  |  |  |  |  |  |  |  |
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**2. APPLICANT DECLARATION**

* I hereby declare that the details furnished above are true and correct to the best of my knowledge and belief and I undertake to inform you of any changes therein, immediately. Incase any of the above information is found to be false or untrue or misleading or misrepresenting, I am aware that I may be held liable for it.
* I hereby consent to receiving information from Central KYC Registry through SMS/Email on the above registered number/email address.

(Signature / Thumb Impression)

* I understand that the details furnished in this form (like PAN, Date of birth, etc) would be utilised by the Portfolio Manager to fetch my KYC details from central databases like CVL KRA and CKYC database. I/We hereby provide our consent for fetching of such information.

Date :   Place :

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| **KYC VERIFICATION CARRIED OUT BY** | | | | | | | | | | | | | | | | | |
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| **3. ATTESTATION / FOR OFFICE USE ONLY** | | | | | | | | | | |
| Documents Received |  | Certified Copies |  | E-KYC data received from UIDAI |  | Data received from Offline verification |  | Digital KYC Process |  | Equivalent e-document |
| **INSTITUTION DETAILS**  Name :  Code :    (Institution Stamp) | | | | | | | | | | |

**CENTRAL KYC REGISTRY | Know Your Customer (KYC) Application Form | Related Person**

**Annexure A2 | Legal Entity / Other than Individuals**

**Important Instructions:**

* 1. Fields marked with '\*' are mandatory fields.
  2. Tick ‘✓‘ wherever applicable.
  3. Please fill the date in DD-MM-YYYY format.
  4. Please fill the form in English and in BLOCK letters.
  5. KYC number of applicant is mandatory to update application.

**For Office Use Only**

(To be filled by Financial Institution)

Application Type\*

KYC Number

New

Update

Delete

(*Mandatory for KYC update and delete request*)

**1. DETAILS OF RELATED PERSON\*** (Please refer instruction **E** at the end)

Addition of Related Person Deletion of Related Person Update Related Person Details

* 1. List of State / U.T. code as per Indian Motor Vehicle Act, 1988 is available at the end.
  2. List of two character ISO 3166 country codes is available at the end.
  3. Please read section wise detailed guidelines / instructions at the end.
  4. For particular section update, please tick (✓) in the box available before the section number and strike off the sections not required to be updated.

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KYC Number of Related Person (if available\*) *(If KYC number is available, only 'Related Person Type' & 'Name' is mandatory*

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**Related Person Type\* ** Director  Promoter  Karta  Trustee  Partner  Court Appointment Official  Proprietor

 Beneficiary Authorised Signatory Beneficial Owner  Power of Attonery Holder  Other (Please specify) DIN (Director Identification Number *(Mandatory if Related Person Type is Director)*

**1.1 PERSONAL DETAILS\*** (Please refer instruction **E** at the end)

Name\* (Same as ID proof) Maiden Name Father / Spouse Name Mother Name Date of Birth\*

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Prefix

First Name Middle Name Last Name

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Gender\*

M-Male

F-Female

T-Transgender

Nationality\* PAN\*

IN-Indian

Others (ISO 3166 Country Code  )

 Form 60 furnished

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**1.2 PROOF OF IDENTITY AND ADDRESS\*** (Please refer instruction **E** at the end)

I. Certified copy of OVD or equivalent e-document of OVD or OVD obtained through digital KYC process needs to be submitted (anyone of the following OVDs)

 A-Passport Number

 B-Voter ID Card

Please sign across the photo

 C-Driving Licence  D-NREGA Job Card

 E-National Population Register Letter

 F-Proof of Possession of Aadhaar

II 

III 

**Address** Line 1\* Line 2\* Line 3\* District\*

E-KYC Authentication Offline verification of Aadhaar

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**1.3 CURRENT ADDRESS DETAILS** (Please refer instruction **E** at the end)

 Same as above mentioned address (In such cases address details as below need not be provided)

I. Certified copy of OVD or equivalent e-document of OVD or OVD obtained through digital KYC process needs to be submitted (anyone of the following OVDs)

 A-Passport Number

 B-Voter ID Card

 C-Driving Licence  D-NREGA Job Card

 E-National Population Register Letter

 F-Proof of Possession of Aadhaar

1.  E-KYC Authentication

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1.  Offline verification of Aadhaar

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1.  Deemed Proof of Address - Document Type code
2.  Self Declaration
3.  Accredited Investor (including Joint Holders) shall give a copy of Accreditation Certificate issued by the Accreditation Agency

**Address** Line 1\* Line 2\* Line 3\* District\*

**1.4 ACCREDITED INVESTOR**

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Unique accreditation number Name of Accreditation A Accreditation valid from

The persons who meet the following criteria and have been accredited by the Accreditation Agency shall be eligible to be considered as Accredited Investors:

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1. HUFs, Family Trusts and Sole Proprietorships:
   1. Annual Income >= INR 2 Crore; OR
   2. Net Worth >= INR 7.5 Crore, out of which at least INR 3.75 Crore is in the form of financial assets; OR
   3. Annual Income >= INR 1 Crore+ Net Worth >= INR 5 Crore, out of which at least INR 2.5 Crore is in the form of financial assets;
2. Partnership Firms set up under the Indian Partnership Act, 1932 in which each partner independently meets the criteria for accreditation.
3. Trusts (other than family trusts) with net worth greater than or equal to INR 50 Crore.
4. Body Corporates with net worth greater than or equal to INR 50 Crore.

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| **1.5 CONTACT DETAILS** (All communication will be sent on provided mobile no. / Email-ID) (Please refer instruction **D** at the end) | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Tel. (Off)  Email ID |  |  |  |  |  |  |  |  |  |  |  |  |  | Tel. (Res) | | | | |  |  |  |  |  |  |  |  |  |  |  |  |  | Mobile | | |  |  |  |  |  |  |  |  |  |  |  |  |  |
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**2. APPLICANT DECLARATION**

* I hereby declare that the details furnished above are true and correct to the best of my knowledge and belief and I undertake to inform you of any changes therein, immediately. Incase any of the above information is found to be false or untrue or misleading or misrepresenting, I am aware that I may be held liable for it.
* I hereby consent to receiving information from Central KYC Registry through SMS/Email on the above registered number/email address.

(Signature / Thumb Impression)

* I understand that the details furnished in this form (like PAN, Date of birth, etc) would be utilised by the Portfolio Manager to fetch my KYC details from central databases like CVL KRA and CKYC database. I/We hereby provide our consent for fetching of such information.

Date :   Place :

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| **KYC VERIFICATION CARRIED OUT BY** | | | | | | | | | | | | | | | | | |
| Date :  Emp. Name | D | D |  | M | M |  | Y | Y | Y | Y |  | | | | | | |
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| **3. ATTESTATION / FOR OFFICE USE ONLY** | | | | | | | | | | |
| Documents Received |  | Certified Copies |  | E-KYC data received from UIDAI |  | Data received from Offline verification |  | Digital KYC Process |  | Equivalent e-document |
| **INSTITUTION DETAILS**  Name :  Code :    (Institution Stamp) | | | | | | | | | | |

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| **Instructions for FATCA & CRS Declaration** |
| 1. Financial Institution / Foreign Financial Institution [FFI] - Means any non-US financial institutions that is a – (1) Depository institution – accepts deposits in the ordinary course of banking or business; (2) Custodian institution - as a substantial portion of its business, hold financial assets for the accounts of others; (3) Investment entity – conducts a business or operates for or on behalf of a customer for any of the activities like trading in money market instruments, foreign exchange, foreign currency, etc. or individual or collective portfolio management or investing, administering or managing funds, money or financial assets on behalf of other persons; or an entity managed by this type of entity; or   (4) Insurance company - entity issuing insurance products i.e. life insurance; (5) Holding or Treasury company – entity that is part of an expanded affiliate group that includes a depository, custodian, specified insurance company or investment entity   1. Direct Reporting NFFE-a NFFE that elects to report information about its direct or indirect substantial U.S. owners to the IRS c. GIIN not required category: |

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| **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 |

* 1. Listed Company - A company is publicly traded if its stock are regularly traded on one or more established securities markets (Established securities market means an exchange that is officially recognized and supervised by a governmental authority in which the securities market s located and that has a meaningful annual value of shares traded on the exchange)
  2. Related Entity - an entity is a "Related Entity" of another entity if one controls the other, or the two entities are under common control (where control means direct or indirect ownership of more than 50% of the vote or value in an entity)
  3. Non-financial foreign entity [NFFE] - Non-US entity that is not a financial institution [including a territory NFFE]. Following NFFEs are excluded from FATCA reporting - (a) Publicly traded corporation / listed companies; (b) Related Entity of a listed company; and

(c) Active NFFE

* 1. Active NFFE- Any one of the following

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| **Code** | **Sub-Category** |
| 01 | Less than 50% of the NFE's gross income for the preceding calendar year or other appropriate reporting period is passive income and  < 50% of the assets held by NFE are assets that produce or are held for the production of passive income |
| 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 | Any NFE is a 'non for profit organization which meets all of the following requirements :   * 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, labour organization, agricultural or horticultural organization, civic league or an organization operated exclusively for the promotion of social welfare; * It is exempt from income tax in India; * It has no shareholders or members who have a proprietary or beneficial interest in its income or assets; |

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| **Code** | **Sub-Category** |
|  | * 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 * 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. |

* 1. Passive NFE - means any NFE that is not (i) an Active NFFE or listed/publicly traded entity or entity related to the listed / publicly traded entity, or (ii) a withholding foreign partnership or withholding foreign trust pursuant to relevant U.S. Treasury Regulations or (iii) 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 (Note: Foreign persons having controlling interest in a passive NFE are liable to be reported for tax information compliance purposes)
  2. Passive Income portion of gross income that consists of dividends, interest, rents and loyalties (other than rents and loyalties derived in the active conduct of a trade or business conducted, at least in part, by employees of the NFFE), Income equivalent to interest/ amount received from pool of insurance contracts, annuities, excess of gains over losses from the sale or exchange of property/from transactions (including futures, forwards or similar transactions) in any commodities but not including (i) any commodity hedging transaction, determined by treating the entity as a controlled foreign corporation or (ii) active business gains or losses from the sale of commodities but only if substantially all the foreign entity's commodities are property, excess of foreign currency gains over losses, net income from notional principal contracts, amounts received under cash value insurance contracts, amounts earned by insurance company in connection with its reserves for insurance and annuity contracts
  3. Controlling Persons means the natural persons who exercise control over an entity. In the case of a trust, such term means the settlor, the trustees, the protector (if any), the beneficiaries or class of beneficiaries, and any other natural person exercising ultimate effective control over the trust, and in the case of a legal arrangement other than a trust, such term means persons in equivalent or similar positions. The term "Controlling Persons" shall be interpreted in a manner consistent with the Financial Action Task Force Recommendations.
  4. Non-Participating FFIS [NPFFIS]-an FFI other than participating FF1, a deemed-complaint FFI, or an exempt beneficial owner
  5. Specified US Persons - Any US Person other than (i) A publicly traded corporation; (ii) A corporation that is a member of the same expanded affiliate group: (iii) A tax exempt organization; (iv) an individual retirement plan: (v) the United States or an agency or instrumentality of the United States; (vi) Any state [including District of Columbia and United States possession] or State Authorities; (vii) A bank, (viii) A real estate investment trust; (ix) A regulated investment company; (x) an entity registered with the SEC under the Investment Company Act of 1940; (xi) A common trust fund; (xii) A tax exempt trust, (xii) A registered dealer; (iv) A registered broker
  6. Expanded affiliate group - One or more chains of members connected through ownership (50% or more, by vote or value) by a common parent entity if the common parent entity owns stock or other equity interests meeting the requirements in atleast one of the other members
  7. Owner documented FFI - AN FFI meeting the following requirements - (a) FFI is an FFI solely because it is an investment entity; (b) FFI is no owned by or related to any FFI that is a depository institution, custodial institution, or specified insurance company; (c) FFI does not maintain a financial account for any non-participating FFI; (d) FFI provides the designated withholding agent with all of the documentation and agrees to notify the withholding agent if there is a change in the circumstances, and (e) The designated withholding agent agree to report to the IRS (or, in 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 US specified persons and (2) Notwithstanding the previous sentence, the designat 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 US person, an exempt beneficial owner, or an exempted NFE

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| **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 157(g) plan |

### FATCA-CRS Declaration & Supplementary KYC Information - Declaration Form for Non-Individual

Please seek appropriate advice from your tax professional on your tax residency and related FATCA & CRS guidance

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| **PART - A** | | | | | | | | | | | | |
| **PAN** |  |  |  |  | |  |  | |  |  |  |  |
| **Name** |  | | | | | | | | | | | |
| **Address Type**  [for KYC address] | Residential | | Business | | Residential/Business | | | | | Registered Office | | |
| **Place for Incorporation** |  | | | | **Country for Incorporation** | | |  | | | | |
| Gross Annual Income Details in INR | Below 1 Lakh  5-10 Lacs  25 Lacs - 1 cr | | 1-5 Lacs  10-25 Lacs  > 1Crore | | Net worth in INR in Lacs  Net worth as of | | | dd /mm / yyyy | | | | |
| Is the entity involved in / providing any of the following services: | Foreign Exchange / Money Changer Services Gaming/ Gambling / Lottery  Services [e.g. casinos, betting syndicates]  Money Laundering / Pawning | | | | Any other information [if applicable] | | | [Please specify] | | | | |

Is your [Entity] Country of Tax Residency other than India?  Yes  No

If 'Yes' please specify the details of all countries where you [Entity] hold Tax Residency and its Tax Identification Number & type.

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| Sr. No. | Country of Tax Residency | Tax Payer Identification Number / Functional Equivalent / Company Identification Number  or Global Entity Identification Number | Identification Type  [TIN or other please specify] |
| 1 |  |  |  |
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| 3 |  |  |  |

In case the Entity's Country of Incorporation / Tax Residence is US but Entity is not a Specified US Person, mention Entity's exemption code here (Refer Instructions)

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| **Part B [to be filled by Financial Institutions or Direct Reporting NFFEs]** | | | |
| We are a  Financial Institution/FFI [refer instructions a.]  Direct Reporting NFFE  [refer  instructions b.] | | **GIIN** (Global Intermediary Identification Number)  **Name of the sponsoring entity**  **GIIN** not available [tick any one]:  Applied For Not required to apply for - specify sub-category code [refer instructions c.] Not obtained - Non-participating FFI | |
| **[Fill any one as applicable - to be filled by NFEs other than Direct Reporting NFFEs]** | | | |
| 1 | Is the entity is a listed company [whose shares are regularly traded on a recognized stock exchange [refer instructions d.] | | Yes (Please specify the name of the Stock Exchange(s) where it is traded regularly)  1.  2. |
| 2 | Is the entity a 'Related Entity' of a listed company [whose shares are regularly trade on a recognized stock exchange]  [refer instructions e.] | | Yes (Please specify the name of the listed company, name of the Stock Exchange(s) where it is traded regularly)  Name of the listed company : Name of the Stock Exchange: |
| 3 | Is the entity an Active NFE? [refer instructions g.] | | Yes Nature of business Please specify sub-category of Active NFE : |
| 4 | If the entity a Passive  NFE: [refer instructions h.] | | Yes Nature of business  Also submit UBO Form [provided separately] |

##### Client Profile and Additional Details (First/ Sole Holder)

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| **Educational Qualification** (Please  any one) |
| Under Graduate Graduate Post Graduate Professional  Others (please specify) |

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| --- | --- | --- | --- |
| **Gross Annual Income / Networth** (Please  any one) | | | |
| Income Range in Rs | <1 Lakhs | 1-5 Lakhs | 5-10 Lakhs |
| (per annum) | 10-25 Lakhs | 25-100 Lakhs | > 100 Lakhs |
| Net worth, if income  not available | Net worth Rs. as on  (Net worth should not be older than one year) | | |

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| **Occupation/ Business Type** (Please  any one) |
| Service Private Sector Public Sector Government Service Business Profession Agriculturist Retired Housewife Student  Others (Please specify) |

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| **PEP and Related Details** (Please  any one) |
| Politically Exposed Person (PEP) Related to PEP (RPEP) Not PEP/ RPEP |
| **Preferred mode of Communication** Physical Electronic  Email ID for Electronic communication : |

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| **Bank Account Details** (Copy of a cancelled cheque leaf/pass book / bank statement containing name of the client should be submitted) | | | |
| Bank Name: |  | | Branch: |
| Account No: |  | | IFSC Code: |
| Account Type: Saving Current NRO NRE Others | | | |
| RBI/ PIS Approval Reference no.: Date : | | | |
| **Depository Account Details** (Copy of Client Master List, Statement of Holdings / Transactions to be submitted) | | | |
| Depository: NSDL CDSL | | DP Name: | |
| DP ID: | | Client ID: | |

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| **GST Registration Details, if available**  GST Registration no.: Location : |

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| **Past Actions** Yes No | |
| Whether any action / proceedings initiated / pending / taken by SEBI / Stock exchange / any other authority against the applicant / constituent or its Partners / Promoters / whole time directors / authorized persons in charge of dealing in securities during the last 3 years? | If yes, provide details : |

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| **Distributor/RM Details** Direct Distributor |
| Name of the Distributor / RM Distributor / RM Code: Contact No. Email ID: |

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| **Client Risk And Investment Profile** | | | | |
| Approximate % of Total Portfolio proposed to be invested in PMS | < 25% | 25-50% | >50-75% | >75-100% |
| % of Savings Invested in Equities | < 10% | 10-25% | 26-50% | > 50% |
| Investment/ Trading Experience | < 3 years | 3-5 years | > 5 years |  |
| Investment Goal | Capital Appreciation Regular Income Capital Appreciation and Regular Income  Others, Please specify | | | |
| Risk Tolerance | Low | Medium | High |  |
| Time Period for which Investment is proposed to be made | < 2 years | 2-3 years | > 3 years |  |
| Systematic Withdrawal Amount (Optional) | Monthly | Quarterly | Annual |  |

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| **Nomination Details (Applicable in case of Individuals only)** | | | |
| **Nomination Details** | **Nominee 1** | **Nominee 2** | **Nominee 3** |
| Name of the Nominee |  |  |  |
| Share of each Nominee (%) |  |  |  |
| Date of the Birth  (In case of minor) |  |  |  |
| Name of the Guardian  (In case of minor) |  |  |  |
| Relationship with the First Applicant |  |  |  |
| Relationship with the  Guardian (In case of minor) |  |  |  |
| Address of the Nominee |  |  |  |

**Declaration of Access to Price Sensitive Information or Interest in Companies/ Body Corporates and Investment Restriction**

|  |  |  |  |
| --- | --- | --- | --- |
| **Sr No** | **Name of the Company** | **Number of shares held** | **ISIN** |
| 1 |  |  |  |
| 2 |  |  |  |
| 3 |  |  |  |
| 4 |  |  |  |
| 5 |  |  |  |

Please use additional sheets in same format in case where the number of scrips are more.

1. I/ We hereby undertake to intimate the Portfolio Manager in respect of any addition, deletion, modification or change in above information.
2. I/ We understand that the Portfolio Manager shall not invest in the equity shares of above-mentioned Entities/ Companies/ Body Corporates unless specified in writing by me/ us.
3. I/ We confirm and declare that the above declaration provided inter-alia in pursuance of the provision of SEBI (Prohibition of Insider Trading) Regulation, 1992 and SEBI (Substantial Acquisition of Shares and Takeover) Regulation, 2011.

# Declaration

1. I/We hereby declare that the details furnished above are true and correct to the best of my/our knowledge and belief and I/We undertake to inform you of any changes therein, immediately. In case any of the above information is found to be false or untrue or misleading or misrepresenting information given by me/us, I/We are aware that I/We may be held liable for it or suppression of any material information will render my/our account liable for termination and suitable action.
2. I/We further agree that I/We shall execute additional or new agreement and documents and further provide such information, undertakings and declarations as may be required on account of change in regulatory requirement or internal policies.
3. I/We hereby understand and agree that if any information provided by me/us is found to be contradictory or unreliable or if I/ We fail to provide adequate and complete information, the Portfolio Manager reserves the right to reject the application/withhold the investments made by me/us and/or to disclose/report the relevant details to the competent authority and take such other actions as may be required to comply with the applicable laws as the Portfolio Manager may deem proper at its sole discretion.
4. I/We undertake to provide updated information regarding my/our income and Net worth on a yearly basis.
5. I/We understand that I/We have the option to be on boarded directly with the Portfolio Manager.
6. I/We confirm having read/been explained and understood the Rules and Regulations related to Portfolio Management Services and Terms and Conditions of PMS Agreement.
7. I/ We undertake that I/We shall immediately inform in case of any conviction under any grounds or any action is taken against me/us by any authority.
8. I/We hereby declare the amount given by me/ us to you for investing on my/our behalf is through legitimate sources only and does not involve and is not designed for the purpose of contravention of evasion of any Act, Rules, Regulations, Statute, Legislation, Notification or Direction including provision of Income Tax Act, 1961, Prevention of Money Laundering Act, 2002 or any other applicable laws enacted by the government of India, SEBI or any other statutory authority from time to time.
9. I/We have read and agree to be bound by the Rules, Regulations, Bye-Laws, circulars & guidelines. I/We understand that the Portfolio Manager is relying on this information for the purpose of determining the status of the applicants named above in compliance with CRS/FATCA. Portfolio Manager do not offer any tax advice on CRS or FATCA or its impact on the applicants and I/We shall seek advice from professional tax advisor for any tax related questions. I/We agree, as may be required by regulatory authorities, that the Portfolio Manager shall be required to comply to report, reportable details to CBDT or close or suspend my/our account.
10. I, the holder of Aadhaar number as mentioned in the KYC, hereby agree and give my consent to the Portfolio Manager to obtain my Aadhaar number, Name and finger print/Iris for authentication with UIDAI. Portfolio Manager has informed me that my identity information would only be used for account opening purpose and also informed me that Biometrics will not be stored /shared and will be submitted to CIDR only for the purpose of authentication.

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| First/Sole Holder / Authorised Signatory | Second Holder / Authorised Signatory | Third Holder / Authorised Signatory |
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### PORTFOLIO MANAGEMENT SERVICES AGREEMENT

This PORTFOLIO MANAGEMENT SERVICES AGREEMENT (hereinafter referred to as "Agreement") is made at Mumbai on , 20 between:

BY AND BETWEEN

M/s. Electrum Portfolio Managers Private Limited, a Company incorporated under the provisions of Companies Act and having its registered office at 1301, Morya Grand Off New Link Road,opposite to Infinity Mall Andheri (West), Mumbai - 400 053 Maharashtra, India (hereinafter referred to as the "Portfolio Manager"/ "EPMPL" 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;

Initial

AND

Mr./Ms/Mrs. , an individual/Trust/ HUF/Co-operative Society/a Sole Proprietary Concern/a Body Corporate, registered/incorporated, under the provisions of the Companies Act, 1956, having his/her/its residence address/ registered office at ,

(hereinafter referred to as the "Client" which expression shall include, unless repugnant to or inconsistent to the meaning or context thereof, his/her/its successors, administrators and executors) of the Other Part; WHEREAS:

Initial

1. EPMPL is a registered Portfolio Manager under SEBI (Portfolio Manager’s) Regulation, 1993 with Securities and Exchange Board of India (hereinafter referred to as "SEBI") vide Registration No.INP000007544.
2. The Portfolio Manager is engaged in investing funds of its clients in Securities and providing portfolio management services to its clients on discretionary and/or non-discretionary basis.

Initial

1. The Client is desirous of appointing the Portfolio Manager for managing the investment of his funds on a discretionary / non-discretionary basis to avail the portfolio management services from the Portfolio Manager.
2. The Portfolio Managerandthe Clientherebyrecordtheirmutualunderstandingandtheircommonintentioninthemannerashereinafterprovided.
3. The Portfolio Manager has made available to the Client who is an Accredited Investor (defined below) the details of regulatory concessions available for the investment and the relevant conditions applicable under the Accredited Investor Framework.

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

DEFINITIONS

Unless the context or meaning thereof otherwise requires, the following expressions shall have the meaning assigned to them hereunder respectively: -

* 1. **“Act”** means the Securities and Exchange Board of India Act, 1992 (15 of 1992) as amended from time to time.
  2. **“Accreditation Agency”** means a subsidiary of a recognized stock exchange or a subsidiary of a depository or any other entity as may be specified by SEBI from time to time.
  3. **“Accredited Investor”** means any person who fulfils the following eligibility criteria or such other criteria as may be specified by SEBI from time to time and is granted a certificate of accreditation by an accreditation agency The following persons shall be eligible to be considered as Accredited Investors:
     1. Individuals, HUFs, Family Trusts and Sole Proprietorships, which meet the criteria as under:
        1. Annual Income >= INR 2 Crore; OR
        2. Net Worth >= INR 7.5 Crore, out of which at least INR 3.75 Crore is in the form of financial assets; OR
        3. Annual Income >= INR 1 Crore+ Net Worth >= INR 5 Crore, out of which at least INR 2.5 Crore is in the form of financial assets;
     2. Partnership Firms set up under the Indian Partnership Act, 1932 in which each partner independently meets the criteria for accreditation.
     3. Trusts (other than family trusts) with net worth greater than or equal to INR 50 Crore.
     4. Body Corporates with net worth greater than or equal to INR 50 Crore.
  4. **“Agreement”** means agreement between Portfolio Manager and its Clients in terms of Regulation 22 of SEBI (Portfolio Managers) Regulations, 2020 issued by Securities and Exchange Board of India and shall include all recitals, schedules, exhibits and annexure attached thereto and any amendments made to this Agreement by the Parties in writing;
  5. **“Associate”** means: (i) a body corporate in which a director or partner of the Portfolio Manager holds either individually or collectively, more than twenty percent of its paid-up equity share capital or partnership interest, as the case may be; or (ii) a body corporate which holds, either individually or collectively, more than twenty percent of the paid-up equity share capital or partnership interest, as the case may be of the Portfolio Manager.
  6. **“Board”** or **“SEBI”** means the Securities and Exchange Board of India established under the section of the Act.
  7. **“Body Corporate”** shall have the meaning assigned to it under clause (11) of section 2 of the Companies Act, 2013 (18 of 2013) as amended from time to time.
  8. **“Certificate”** means a certificate of registration issued by the Board.
  9. **“Chartered Accountant”** means a Chartered Accountant as defined in clause (b) of sub-section (1) of section 2 of the Chartered Accountants Act, 1949 (38 to 1949) and who has obtained a certificate of practice under sub-section (1) of section 6 of that Act.
  10. **“Custodian”** means entity registered under SEBI (Custodian of Securities) Regulations 1996 and providing custodial services defined in clause 2 (e) of the said regulation and appointed under Regulation 26 of SEBI (Portfolio Manager's) Regulation, 2020.

First Holder

Second Holder

Third Holder

###### EPMPL

* 1. **“Discretionary Portfolio Management Services”** means the portfolio management services rendered to the Client, by the Portfolio Manager on the terms and conditions contained in this Agreement, where under the Portfolio Manager exercises any degree of discretion in investments or management of assets of the Client.
  2. **“Financial year”** means the year starting from 1st April and ending on 31st March of the following year;
  3. **“Funds”** means the monies placed by the Client with the Portfolio Manager and any accretions thereto with the Portfolio Manager to be managed pursuant to the Agreement, the proceeds of the sale or realization of the portfolio and any interest, dividend or other monies so long as the same is being managed by the Portfolio Manager;
  4. **“Fund Manager”** (FM) means the individual/s appointed by the portfolio manager who manages, advises or directs or undertakes on behalf of the client (whether as a Discretionary Portfolio Manager or otherwise) the management or administration of a portfolio of securities or the funds of the clients, as the case may be;
  5. **“High Water Mark”** means the value of the highest Closing NAV achieved by the Portfolio in any year during the subsistence of this Agreement (adjusted for any additional funds/withdrawals by the Client in that year) and net of Portfolio Management Fees, for that year.
  6. **“Initial Corpus”** means the value of the Funds and the market value of Securities brought in by the Client and accepted by the Portfolio Manager at the time of entering into an agreement with the Portfolio Manager to avail its portfolio management services;
  7. **“Investment Approach”** shall mean a broad outlay of the type of securities and permissible instruments to be invested in by the portfolio manager for the customer, taking into account factors specific to clients and securities;
  8. **"Large Value Accredited Investor"** means an accredited investor who has entered into an agreement with the portfolio manager for a minimum investment amount of ten crore rupees;
  9. **“Net Asset Value” (NAV)** “Net Asset Value” or “NAV” or “Funds Managed” or “Asset Under Management” means the market value of the Assets managed by the Portfolio Manager, as calculated by the Portfolio Manager from time to time. Net Assets Value of the Portfolio shall be the sum of

(a) the Value of Securities in the Portfolio of the Client, determined in accordance with the valuation policies as disclosed herein (b) Cash balance to the credit of the client (c) Cash equivalent as reduced by accounts payable and other obligations;

* 1. **“Non-Discretionary Portfolio Management Services”** mean the services provided by the Portfolio Manager, who manages the funds in accordance with the discretion of the Client for an agreed fee and invests on behalf of the Client in their account in any type of securities entirely at the Client's risk and to ensure that all the benefits accrue to the Clients' Portfolio;
  2. **“NRI”** means Non-Resident Indian or Persons of Indian Origin;
  3. **“NRO”** means Non-Resident Ordinary Account;
  4. **“Portfolio”** means the total holdings of Securities and Goods belonging to a Client;
  5. **“Portfolio Manager” (PM)** means a body corporate, which pursuant to a contract with a client, advises or directs or undertakes on behalf of the client (whether as a discretionary portfolio manager or otherwise) the management or administration of a portfolio of securities or goods or funds of the client, as the case may be: Provided that the Portfolio Manager may deal in goods received in delivery against physical settlement of commodity derivatives.
  6. **“Regulation”** means the Securities and Exchange Board of India (Portfolio Manager) Regulation, 2020 and as may be amended by SEBI from time to time;
  7. **“Related Party”** means: a. director, partner or his relative; b. key managerial personnel or his relative; c. firm, in which a director, partner, manager or his relative is a partner; d. private company in which a director, partner or manager or his relative is a member or director; e. public company in which a director, partner or manager is a director or holds along with his relatives, more than two per cent of its paid-up share capital;

f. any body corporate whose board of directors, managing director or manager is accustomed to act in accordance with the advice, directions or instructions of a director, partner or manager; g. any person on whose advice, directions or instructions a director, partner or manager is accustomed to act: Provided that nothing in sub-clauses (f) and (g) shall apply to the advice, directions or instructions given in a professional capacity; h. any body corporate which is— (A) a holding, subsidiary or an associate company of the portfolio manager; or (B) a subsidiary of a holding company to which the portfolio manager is also a subsidiary; (C) an investing company or the venturer of the portfolio manager. The investing company or the venturer of the Portfolio Manager means a body corporate whose investment in the portfolio manager would result in the portfolio manager becoming an associate of the body corporate. i. a related party as defined under the applicable accounting standards;

j. such other person as may be specified by the Board: Provided that, (a) any person or entity forming a part of the promoter or promoter group of the listed entity; or (b) any person or any entity, holding equity shares: (i) of twenty per cent or more; or (ii) of ten per cent or more, with effect from April 1, 2023; in the listed entity either directly or on a beneficial interest basis as provided under section 89 of the Companies Act, 2013, at any time, during the immediate preceding financial year; shall be deemed to be a related party.;

* 1. **“Securities lending”** means the securities lending as per the Securities Lending Scheme, 1997 specified by the Board;
  2. **“Securities”** includes : “Securities” as defined under the Securities Contract (Regulations) Act, 1956; shares, scrips, stocks, bonds, debentures, debentures stock or other marketable securities of a like nature in or of any incorporated company or a pooled investment vehicle or other body corporate, derivative, units or any other instrument issued by all collective investment scheme to the investors in such schemes, security receipt as defined in clause (zg) of Section 2 of the Securitization and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002, units or any other such instrument issued to the investors under any mutual fund scheme; units of any other instrument issued by any pooled investment vehicle; any certificate or instrument (by whatever name called), issued to an investor by any issuer being a special purpose distinct which possesses any debt or receivable, including mortgage debt, assigned to such entity, and other acknowledging beneficial interest of such investor in such debt or receivable, including mortgage debt, as the case may be; Government securities; such other instruments as may be declared by the Central Government to be securities and rights or interest in securities.

Additionally it shall also include Warrants, convertible debentures, non-convertible debentures, fixed return investments, floating rate instruments linked to MIBOR/call money, negotiable instruments including usage bills of exchange, trade bills, deposits or other money market instruments, derivatives, commercial paper, certificates of deposits, units issued by Unit Trust of India and units issued by Mutual Funds, mortgage backed or other asset backed securities issued by any institution or corporate. It shall also include investment in Small and Medium Enterprises whether listed or unlisted or proposed to be listed on any stock exchange in India.

First Holder

Second Holder

Third Holder

###### EPMPL

Words and expressions used in this Agreement and not expressly defined shall be interpreted according to their usage in the Regulations and the SEBI Act, 1992. The definitions are not exhaustive. They shall also carry the meaning assigned to them in the Regulations governing Portfolio Management Services.

INTERPRETATIONS

In this agreement, the headings are for convenience only and shall not affect interpretations.

Where a word or phrase is defined in other parts of speech and grammatical forms of that word or phrase shall have corresponding meanings each defined term stated in the singular or the plural will include singular or plural of that term.

1. APPOINTMENT OF PORTFOLIO MANAGER

The Client hereby appoints Electrum Portfolio Managers Private Limited as Portfolio Manager for PMS Services under below mentioned Portfolio Management services i.e.

* 1. Non-Discretionary Portfolio Management (NDPM)
     + Under this service, EPMPL as portfolio manager executes transactions in securities as per the discretion and instructions of the client and in terms of PMS agreement. The Portfolio Manager’s role is limited to providing research, investment advice and trade execution facility to the client. EPMPL shall execute orders as per the mandate received from the client.
  2. Discretionary Portfolio Management (DPM)
     + Under this service, the Client appoints and authorizes EPMPL as a Portfolio Manager with absolute and unfettered discretion under the terms of this agreement, to act as his/its agent interalia, for the purpose of managing the funds by investing it in capital/money market instruments as EPMPL may deem fit from time to time.
     + It is further agreed that EPMPL, at its sole discretion has the right to purchase, acquire, obtain, take, hold, sell, transfer, substitute or change all or any of the investments in any securities including shares, stock, bonds, debenture, mutual funds units made on behalf of the Client in pursuance of this Agreement and the Client further agrees that he/it shall be deemed to have approved/ratified any such actions and deeds mentioned above.

1. PARTICIPATION

The Client shall ensure that he is entitled to and eligible to enter into this Agreement with EPMPL. The Client having agreed to avail of the Service shall be deemed to have satisfied himself/herself/itse lf with regard to eligibility in this respect.

In the event of a change in the name, residential address, and/or structure or constitution of the Client during the currency of this Agreement, it shall be the duty of the Client to keep EPMPL duly informed of such a change in the name, address and/or structure or constitution.

EPMPL shall be authorized by the Client to do any thing which EPMPL considers necessary or appropriate in order to provide the services or to comply with any applicable laws or regulations as may reasonably be appropriate. The Client agrees to ratify and confirm everything lawfully done in the exercise of such discretion by EPMPL.

The Client represents and warrants that the Portfolio is free from all liens, charges or other encumbrances and that no liens, charges or other encumbrances shall arise from its acts of omission.

1. SCOPE OF SERVICES

The services provided by EPMPL are subject to the activities permitted under SEBI (Portfolio Managers) Regulations, 2020 as a Portfolio Manager and would include portfolio management advisory services, Investment Management, custody of securities, keeping track of corporate action benefits associated with the securities, providing audited reports to clients on yearly basis. The Portfolio manager shall act in a fiduciary capacity and as a trustee and agent of the Client’s account.

The Portfolio Manager agrees to provide Portfolio Management Services (herein after referred to as ‘the Services’ which shall be in the nature of investment consultancy/management and may include the responsibility of managing, renewing and reshuffling the portfolio, buying and selling the securities, keeping safe custody of the securities and monitoring book closures, dividend, bonus, rights etc. so as to ensure that all the benefits accrue to the Client’s Portfolio, for an agreed fee structure and for a definite period herein after described, entirely at the Client’s risk.

Where the service involves the giving of any advice or the provision of any information, the EPMPL shall use reasonable endeavors in order to ensure that such advice or information is accurate. EPMPL shall not be liable for any costs, claims, liabilities, expenses or losses which the Client may suffer as a result of relying on any such advice or information.

1. FUNCTIONS, OBLIGATIONS, DUTIES AND RESPONSIBILITIES
2. Terms in compliance with the Act
   1. The Client hereby authorizes EPMPL to do all such acts or things on behalf of the Client as may be incidental or consequential to the discharge of its responsibilities under this Agreement.
   2. EPMPL shall invest the funds in accordance with the SEBI (PORTFOLIO MANAGER) Regulations 2020 as amended from time to time (herein after referred to as ‘the Regulations’).
   3. EPMPL may deal in securities on behalf of the Clients through member brokers of the Stock Exchange, Mumbai (BSE), National Stock Exchange of India Ltd.(NSE) or through any other registered member broker.
   4. EPMPL may manage the funds raised or collected or brought from outside India in accordance with the Securities and Exchange Board of India (Foreign Institutional Clients) Regulations,1995.
   5. EPMPL shall provide quarterly statement on investments made on behalf of the Client and the returns realized thereon.
   6. EPMPL shall maintain books and records relating to its transactions for the Client to ensure compliance with the Regulations and shall audit its accounts as required under the Regulations.
   7. EPMPL is authorized in its discretion to aggregate purchases and sales and other transactions made for the Portfolio with purchases and sales and other transactions in the same or similar Securities or instruments of the same issuer or counterpart for the other clients of EPMPL. When transactions are so aggregated, EPMPL will allocate the same amongst its clients on a pro-rata basis and at the weighted average price for the day’s transaction. EPMPL may require the Client to open a bank account in the Client’s name (under a Power of Attorney to EPMPL) or EPMPL

First Holder

Second Holder

Third Holder

###### EPMPL

may open a bank account in the name of Portfolio Manager for and on behalf of the Client, as permitted under the applicable laws. When client does not open a separate bank account, EPMPL will open and maintain a pool bank account in the Portfolio Manager’s name for and on behalf of the client and client’s funds will be pooled or aggregated with the funds of the other clients in the pooled bank account for the purpose of investment in Securities . Such bank account(s) may be opened with any bank at the discretion of EPMPL.

* 1. EPMPL may open and operate under the Power of Attorney the Depository account for and on behalf of the Client for depositing the securities and fully operate the same for the purposes of this Agreement. Such depository account may be opened with Depository Participant of National Securities Depository Limited (NSDL) or Central Depository Services Ltd. (CDSL) or with any other depository Participant at the discretion of EPMPL.
  2. EPMPL shall open and operate bank/depository account with the Custodian under Power of Attorney and may open and operate safe custody/depository account to keep in safe custody, the securities acquired on behalf of the client.
  3. EPMPL shall from time to time
     + Purchase or sell securities inter-se among Clients.
     + Deal with any broker(s)and/or dealer in securities or depository participants, approved intermediaries and banks to the extent permitted by applicable law.
     + Purchase, hold, or sell at the prevailing market price for the Clients account securities inter se among two Client’s account even if it enjoys business relations with the Client.
     + The Client hereby permits EPMPL to lend any of its securities under this Agreement through an approved Intermediary under the Securities Lending Scheme 1997 at the discretion of EPMPL.

The Portfolio Manager shall invest in the securities of its related parties or its associates only after obtaining prior consent of the client in the consent form annexed as Schedule 4 in accordance with SEBI Regulations. Additionally, the Portfolio Manager undertakes to comply with the prudential limits on the investments as prescribed by SEBI from time to time.

The terms of this agreement are in compliance with the Act, SEBI (Portfolio Managers) Regulations, 2020, rules, regulations, guidelines under the SEBI Act and other Laws/rules/regulations/guidelines.

1. ACCREDITED INVESTOR
2. Client who is an Accredited Investor, hereby agrees and confirm that he/she/it holds a valid accreditation from Accreditation Agency and fulfils the criteria as an Accredited Investor (AI).
3. The Client agrees that he/she/it shall be able to avail the benefits of an accredited investor till the time period for which he/she/it fulfills the accreditation criteria or till the period of Consent or expiry of validity of accreditation whichever is earlier.
4. The Client hereby undertakes that he/she/it wishes to avail benefits under the AI framework ("Consent").
5. The Client has the ability to bear the financial risks associated with the investment.
6. The Client has the necessary knowledge and means to understand the features of the Investment Approach, including the risks associated with the investment.
7. The Client is aware that the investment product is meant for AIs and may not be subject to the same regulatory oversight as over investment products meant for investors other than AI.
8. The Client shall have the flexibility to withdraw his/her/their consent and discontinue availing benefits of accreditation, subject to the following:
   1. In case if the client withdraws 'Consent' after availing the benefit of lower ticket size of Capital Contribution, he/she/it shall be required to increase the investment to the minimum amount of INR 50,00,000 within period of 3 months from the date of withdrawal of consent.
   2. If the Client who has availed concessions to the regulatory framework withdraws the 'Consent' furnished to the Portfolio Manager before the expiry of this Agreement, the investments already made shall be 'grandfathered' i.e. such investments shall continue to be reckoned as investments by an AI. With effect from the date of withdrawal of Consent, any further transaction shall be in accordance with the applicable regulatory framework.

Provided that the Client shall be able to withdraw the Consent subject to such terms as considered appropriate by the Portfolio. Manager

1. Providing reports to clients EPMPL shall provide the Client with prescribed details, statements, reports and information as per the prescribed guidelines or as and when required on investments made by EPMPL on behalf of the Client. The reports shall include composition, description and value of securities in the portfolio, cash balance, aggregate value of portfolio as on date of report, transactions details (of purchase and sale) during period of report

including date of transaction, interest, dividends, bonus shares, right shares and debenture received, etc. It shall also provide expenses incurred in managing the portfolio and details of risk foreseen and risk relating to securities recommended for investment or disinvestment. The client may inspect the books of accounts and relevant material documents maintained by EPMPL relating to the Clients accounts during office hours on any working day after giving a due notice to EPMPL. EPMPL undertakes to provide an audited Report of the Portfolio Account to the client on an annual basis. The transaction report and the summary portfolio report shall also be available on website of EPMPL (as and when it is ready) with restricted access to each client.

1. Maintenance of client wise transaction and related books of accounts.

EPMPL shall maintain accounts separately in the name of the client as are necessary to account for the assets and any additions, income, receipts and disbursements in connection therewith, as provided under SEBI. EPMPL shall maintain client wise transaction and related books of accounts such as bank books, ledgers, summary reports, transaction reports and financial statements viz. Profit and loss Account and Balance Sheet.

1. Provisions regarding audit of accounts as required under the SEBI (Portfolio Managers) Regulations, 2020. The accounts of the Portfolio Management Services will be audited by an independent Chartered Accountant at least once in a year and a copy of the certificate issued by the Chartered Accountant shall be given to the Client. The statements/documents/reports furnished by EPMPL to

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the Client shall present a true and fair picture of the actual transactions. The Client may appoint a Chartered Accountant to audit the books and accounts of the portfolio manager relating to his transactions and the portfolio manager shall co-operate with such Chartered Accountant in the course of such an audit.

1. Settlement of accounts and procedure including the provisions for payment on maturity or early termination of the contract.
   1. All purchases and sale transactions between EPMPL's account and the Client's account shall be at prevailing market price. Inter se allocation of aggregate purchase or sale shall be on pro-rata basis and at the weighted average price of the day's transactions.
   2. Any transaction of purchase or sale including that between the EPMPL's account and clients account or between two clients account shall be at the prevailing market price.
   3. EPMPL shall segregate each client's funds and portfolio of securities and keep them separately from EPMPL's own funds and securities.
   4. EPMPL shall take due care in the scrutiny of the title validity or genuineness of the securities received or delivered.
   5. EPMPL shall not be responsible for any loss or damage arising from any cause beyond its control including, without limitation, acts or failure to act by any other party including any stock exchange, clearance house, strikes, civil commotion, acts of God, floods, riots or war.
   6. All collections of the securities and of any funds or other property paid or distributed in respect of the securities are made at the risk of the Client.
   7. EPMPL shall not be liable for any liabilities, damages, losses, claims, or expenses resulting from or caused by carrying out any instruction from the Client.
   8. EPMPL may rely on the performance of its duties under these presents and without liability on its part on any instructions believed by EPMPL in good faith to be genuine and given by the Client and/or any person authorized by the Client.
   9. It is expressly agreed that save and except the services expressly stipulated in these presents, no other services shall be rendered by EPMPL.
   10. It is agreed that EPMPL's fees to be charged to the Client pursuant to these presents shall under some circumstances be charged on return sharing basis.
   11. EPMPL agrees and undertakes not to directly and/or indirectly benefit out of the Clients funds or securities save and except to the extent of EPMPL's interests disclosed to the Client.
   12. EPMPL shall be responsible for the safe keeping of the Clients Funds and securities and shall maintain adequate records identifying the securities/Funds as being held by EPMPL for the account of the Client. To the extent of securities held by EPMPL, such securities shall be physically segregated from the assets of EPMPL, any person other than the Client, or any other person, firm or corporation.
2. INVESTMENT OBJECTIVES AND GUIDELINES

Investment Objectives for Discretionary Portfolio Management Account

In pursuance of the investment objective of EPMPL as portfolio manager shall endeavor to apply its professional expertise in order to help the client achieve its goal and is to maximize the annualized return on the funds placed with EPMPL through a judicious deployment. By strategy of investing in Debts, Equities and Derivatives and Money Market Instruments taking into consideration the inputs of the client as indicated in the application form, which shall be deemed to be incorporated herein by this reference. The investment will be for both Long and Short term benefits. The client hereby agrees to advice the Portfolio manager in writing in case the Client desires to improve restrictions with regards to investments in particular company or Industry.

The Portfolio Manager shall invest up to a maximum of 30% of the Client's AUM in the securities of its associates/related parties. The Portfolio Manager shall ensure compliance with the following limits:

|  |  |  |
| --- | --- | --- |
| **Security** | **Limit for investment in single associate/related party (as percentage of Client's AUM)** | **Limit for investment across multiple associates/ related parties (as percentage of Client's AUM)** |
| Equity | 15% | 25% |
| Debt and hybrid securities | 15% | 25% |
| Equity + Debt + Hybrid securities\* | 30% | |

\*Hybrid securities includes units of Real Estate Investment Trusts (REITs), units of Infrastructure Investment Trusts (InvITs), convertible debt securities and other securities of like nature.

The aforementioned limits shall be applicable only to direct investments by Portfolio Manager in equity and debt/hybrid securities of its associates/related parties and not to any investments in the Mutual Funds.

In the event of passive breach of the specified investment limits, (i.e., occurrence of instances not arising out of omission and/or commission of portfolio manager), a rebalancing of the portfolio shall be completed by Portfolio Manager within a period of 90 days from the date of such breach. The Client may give an informed, prior positive consent in Schedule 4 to the Portfolio Manager for waiver from the rebalancing of the portfolio to rectify any passive breach of the investment limits.

The Portfolio Manager shall not invest Client's Funds in unrated and below investment grade securities.

Investment Objectives for Non - Discretionary Portfolio Management Account It is agreed that though the objective will be to maximize the value of clients investments, EPMPL will invest solely as per the clients instruction as given to EPMPL time to time.

* 1. Types of securities in which investment would be made specifying restrictions, if any by the Client.
  2. Particulars regarding amount, period of management, repayment or withdrawal.

Investment Amount

* + 1. The Portfolio Manager shall not accept from the client, funds or securities less than the minimum amount prescribed by the Regulations. Provided that the requirement of minimum amount shall not apply to an Accredited Investor.

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* + 1. The Client can give the additional funds to EPMPL for investments/additional securities by giving a written or an e-mail instruction and by way of addendum to be attached herewith. Provided that in case the Funds are being made available in the form of securities, the Funds to be managed in terms of this Agreement shall be the equivalent of their sale proceeds on sale in the open market, which shall be at the discretion of EPMPL. Provided further that in case securities are being retained as provided in (ii) above, the value shall be taken as the quoted closing market price of a day prior to the date of PMS account activation as declared by any Recognized Stock Exchange in India with first preference to National Stock Exchange of India Limited. Provided further that in case mutual fund units are being retained as provided in (ii) above, the value shall be taken as based on the Net Asset Value (NAV) declared by the concerned mutual fund as on the date prior to the date of PMS account activation. The Client may also place additional amount to be managed at any point of time and such additional amount shall be added on the corpus and will be available for Portfolio Management until the end of the contract. The Portfolio Manager may demand additional funds/securities from the client to comply with the requirement of maintaining the minimum acceptable portfolio value as required under SEBI regulation. The Client shall be responsible to make good such deficiencies on demand by portfolio manager. In the event the client fails to make such additions to the portfolio within stipulated time, Portfolio Manager may take such action as it may deem fit.
    2. The Funds accepted by EPMPL for management under this Agreement shall be credited to a bank account with a scheduled commercial bank/custodian. All receipts, payments, income, expense, sale proceeds, purchase cost of transactions of investments shall be debited or credited as the case may be to this account. Additional funds subsequently made available by the Client will be credited to the same account.
  1. Period of management

1. The Assets placed by the Client with the Portfolio Manager for Portfolio Management Services under this Agreement shall continue to be under the Portfolio Management Services until withdrawn by the client by a specific instruction to the Portfolio Manager as detailed below.
2. Withdrawal of Assets by the Client shall be subject to a minimum amount as specified by EPMPL as the Portfolio Manager from time to time. The Client shall not withdraw Assets less than the minimum amount specified by EPMPL as the Portfolio Manager or Regulations. EPMPL as the Portfolio Manager shall be entitled at its discretion to refuse to accept/process applications for withdrawal of Assets by the Client in respect of an amount less than the minimum amount specified by the Portfolio Manager.
3. In the event the Client intends to withdraw part of the Assets from the Portfolio Management Services, the Client must at its own cost and risk give to the Portfolio Manager minimum one-week prior notice in writing or by e-mail of its intention to withdraw Assets from the Portfolio Management Services (in the form prescribed by the Portfolio Manager). Provided however that the Client shall ensure that the pursuant to the redemption request, the value of the Assets under the Management of the Portfolio Manager shall not fall below the required minimum as required by SEBI/ the Portfolio Manager from time to time.
4. The Portfolio Manager shall handover the withdrawn Assets to the Client within 30 days of the withdrawal request in the form of securities or funds as may be deemed fit by the Portfolio Manager.
5. All interest, bonus, dividend or any other sums, accretions and or income arising, due, accruing on all or any securities, funds and other Assets of the Client shall be deemed to form part of the Assets under Management by the Portfolio Manager. Any withdrawal by the client of such accruals shall be deemed to be a withdrawal of Assets and the provisions of this Clause 5 shall apply to all such withdrawals.
   1. Repayment on withdrawal

EPMPL shall repay the proceeds based on a written or e-mail notice given by the client as soon as the securities are liquidated.

1. If the Client wishes to withdraw from this Agreement, he shall inform EPMPL in writing at least thirty (30) days in advance. In the event of the Client withdrawing, EPMPL shall either liquidate the portfolio and hand over the sale proceeds net of costs to the Client or based on the written/email instructions of the Client, liquidate part of the portfolio and hand over the balance in the form of investments or EPMPL may even transfer the whole of the portfolio in shares/Mutual Funds Units/government securities by transferring it to the Clients demat account.
2. In the event of death, insolvency, dissolution or winding up of a Client during the currency of the Agreement and on receipt of notice in writing of such an event, the EPMPL shall cease operations of the Client’s account and the agreement shall stand terminated with effect from the date of notification of such an event (herein after referred to as“Date of Termination”)
3. Notwithstanding what is stated herein, EPMPL reserves the absolute discretion to terminate this agreement at any time by giving notice of not less than thirty days, without assigning any reason or cause to the Client to transfer its Portfolio/Accounts to other intermediaries.
4. EPMPL by disbursement through payment or otherwise as provided in clause 5.C.I hereinabove, subject to all the above recoveries, deductions and appropriations, is validly discharged of all its obligations owed to the Client or his nominee, as the case may be in respect of this Agreement.
5. EPMPL may, at its sole discretion, choose to effect interim disbursements of amounts against the amount payable as per Clause 5.C.I herein above the Clients, on annual or such other frequencies, as EPMPL deems fit, without setting any precedent whatsoever, on the part of EPMPL and without conferring any right on the Client demand such other similar disbursements from EPMPL at any stage in respect of this Agreement.
   1. Taxation aspects such as Tax Deducted at Source etc., if any Any income tax and other direct tax liability on the investments, the Funds, the yield (i.e., income/profits from the investments made by EPMPL on behalf of the fund of the Client, net of the transaction cost incurred by EPMPL and other returns will be solely borne by the Client. In the event of there being any withholding tax or tax deductible at source relating to any income received by EPMPL on behalf of the Client on the investments, the credit in respect thereof shall be passed on to the Client if legally permissible and practicable to do. In

the event of EPMPL paying any taxes on behalf of the Client, EPMPL may debit the same to the Client's account and the Client agrees to reimburse the same to EPMPL forthwith.

* 1. Condition that the portfolio manager shall not lend the securities of the client unless authorized by him in writing. Subject to any restrictions and/or prohibitions in the applicable guidelines/regulations of SEBI, the Funds shall be invested in any financial, money market or other instruments or investment including but not limited to shares, stocks, scripts, bonds, units, mutual funds, convertible debentures, non-convertible debentures, certificates of deposits, Government Securities, treasury bills and certificates of

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securitized debt. However, no investment will be made in bill discounting badla financing and lending to corporate or non-corporate bodies and such instruments. EPMPL hereby agrees not to pledge or loan securities without the written permission of the Client and the leveraging of portfolio shall not be permitted in respect of investment in derivatives. EPMPL may subject to authorization by the client in writing, participate in securities lending.

The money or securities accepted by EPMPL shall not be invested or managed by EPMPL except in terms of the agreement between EPM Land the Client. EPMPL shall not while dealing with Clients’ funds indulge in speculative transactions or it shall not enter into any transaction for purchase or sale of any security which is periodically or ultimately settled otherwise than by actual delivery or transfer of security except the transactions in derivatives. EPMPL shall not borrow funds or securities on behalf of the Client. EPMPL shall not lend securities held on behalf of the Clients to a third person except as provided under SEBI regulations.

The Portfolio managers’ decision (taken in good faith) in deployment of the Clients’ account is absolute and final and cannot be called in question or be open to review at any time during the currency of the agreement or any time thereafter except on the ground of malafide, fraud, conflict of interest or gross negligence.

1. RISK FACTORS

Detailed statement of risks associated with each type of investment including the standard risk associated with each type of investment is given in

**Schedule-1.**

1. PERIOD OF AGREEMENT

This Agreement shall commence on the date of its execution and shall be effective perpetually till withdrawal of Portfolio from the date of its execution.

If the Client wishes to withdraw from this Agreement, he shall inform EPMPL in writing at least thirty days in advance. In the event of the Client withdrawing, EPMPL shall either liquidate the portfolio and hand over the sale proceeds net of costs to the Client or based on the written instructions of the Client, liquidate part of the portfolio and hand over the balance in the form of investments or EPMPL may even transfer the whole of the portfolio in shares/Mutual Funds Units/Govt. Securities by transferring shares to the Clients Demat account.

1. CONDITIONS, UNDER WHICH AGREEMENT MAY BE ALTERED, TERMINATED AND IMPLICATIONS THEREOF, SUCH AS SETTLEMENT OF AMOUNTS INVESTED, REPAYMENT OBLIGATIONS ETC.
2. This Agreement may be terminated by the Client by giving a prior notice of termination of minimum 30 (thirty) days to the Portfolio Manager, thereafter the Agreement shall stand terminated on the expiry of the period on the same date as stipulated by the Client in the notice of termination.
3. In the event of death, insolvency, dissolution or winding up of a Client during the currency of the Agreement, and on receipt of notice, in writing of such an event, the Portfolio Manager shall cease operations of the Client’s Account, and the Agreement shall stand terminated with effect from the date of such an event (herein after referred to as “Date of Termination”).
4. The Portfolio funds can be withdrawn or taken back by the Client at its sole risk before the maturity of the contract under the following circumstances: -
   1. Voluntary or compulsory termination of the services by the Portfolio Manager or the Client.
   2. Suspension or cancellation of the Certificate of Registration of Portfolio Manager by the SEBI.
   3. Bankruptcy or liquidation of the Portfolio Manager.
5. In the event that this Agreement is terminated for any of the reasons stated above, the Client shall take or cause to be taken, all necessary steps to close and / or transfer all accounts maintained by the Client with the Portfolio Manager and / or any agents or sub –agents in relation to services provided under this Agreement, within a period of 30 (thirty) days from the date of termination.
6. MAINTENANCE OF ACCOUNTS

The Portfolio Manager shall maintain a separate Portfolio record in the name of the client in its books for accounting the assets of the Client and any additional corpus, income, receipts and disbursements in connection therewith as provided under the SEBI (Portfolio Managers) Regulations, 2020.

1. ACCESS TO INFORMATION

The client shall, by giving 7 days prior notice in writing to the Portfolio Manager, have a right to access the following documents of the Portfolio Manager as listed below on Business Days Between 11 a.m. to 4.00 p.m:

1. Books of Accounts of the Portfolio Manager relating to the transactions of the Client
2. Registration certificate of the Portfolio Manager
3. SEBI (Portfolio Manager) Regulations, 2020 as amended from time to time
4. The Disclosure Document along with the certificate of Chartered Accountant
5. The Client shall have the right to appoint an independent chartered accountant of his choice to get his Portfolio with the Portfolio Manager audited provided however that such right of Audit shall not extend to any accounts of the Portfolio Manager not relating to his Portfolio and provided further that the client shall give at least 15 days prior notice to the Portfolio Manager for the purpose of such audit by the independent chartered accountant. However, the cost of such audit shall be borne by the Client and the Portfolio Manager shall not be responsible in any manner whatsoever to bear the cost of such audit.
6. TERMS OF FEES AND CHARGES

The Client agrees to pay to the Portfolio Manager a Portfolio Manager Fees in the form of a Fixed Fee or a Performance Fee or a combination of both. Portfolio Manager shall also charge the Client for expenses in connection to managing the Portfolio. Both Portfolio Management Fees and expenses shall be charged at a rate and in the manner specified in Schedule 3 of fees and charges signed by the client as revised or amended from time to time.

Fixed Fees/ Performance Based Fees:

1. Fixed Fees: Fixed Fee is the Portfolio Management fee which shall be independent of the returns accrued to the client on the performance of the Portfolio Manager.

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1. Performance Based Fees: A Portfolio Manager subject to the Regulation may also charge to its clients Performance Based fees based on the return or share of the return on the Portfolio/ Assets generated by the Portfolio Manager in rendering services under this Agreement. Subject to the provisions of the Regulations and the circulars issued from time to time, the Client agrees to pay to the Portfolio Manager Exit load, on redemption or withdrawal of Portfolio in part or full at the rate agreed in Schedule 3 of fees and charges. The parties agree that all the functions in relation to Discretionary Portfolio Management Services or otherwise pursuant to this Agreement shall be performed by the Portfolio Manager or its delegates, including inter alia custodian, Fund Accountant advisors, brokers, for and on behalf of, and at the risk and cost of the client and all the liabilities concerning the Asset of the Discretionary Portfolio Management Service shall be to the account of the Client. In addition to the Portfolio Management fee, all cost, fee charges and expenses of whatsoever nature incurred by the Portfolio Manager or any other person appointed by the Portfolio Manager arising out of or in connection with or in relation to

the management, acquisition, holding, custody, sale and/ or transfer, of Assets or the rending of Discretionary Portfolio Management Services or the performance of any act pursuant to or in connection with this Agreement including, without limitation to the generality of the aforesaid, the expenses and cost of safe keeping of Assets, charges of any Depository Participant, Advisor, Custodian, Fund Accountant Auditor, Registrar and Transfer Agent, Research, changes in respect of securities, audit and attestation fees including legal fees incurred on behalf of the Client, brokerage and stamp duty, cost to be paid for the execution of Agreement and all other incidental to ancillary documentation pursuant to this agreement, shall be paid or reimbursed by the Client.

The Portfolio Manager shall have the right to appropriate the amount payable to it from the Assets of the Client’s and the Portfolio Manager may for this purpose sell or otherwise liquidate the Portfolio or any part thereof. The Portfolio Manager shall have the right of lien and set-off on the Assets for such amounts and any right of the Clients to withdraw the Assets or any part thereof shall be subjected to the Portfolio Manager having first received all such amounts.

The Portfolio Manager shall pay Distributor commission on trail basis out of the portfolio management fees received by the Portfolio Manager in case Client is on-boarded through a Distributor.

1. BILLING

The Client agrees that the fees payable to the Portfolio Manager shall be billed and set-off against the accounts on a monthly/ quarterly/ half yearly/ yearly basis or any other manner as may be mutually agreed and the same will be incorporated in the periodic reports sent to the Clients by the Portfolio Manager.

Receipt and payment shall be evidenced by way of entries in the books of accounts and where received through bank instruments, if any bank account is opened in the name of the client, the client may obtain receipts on demand.

1. LIABILITY OF PORTFOLIO MANAGER
2. For Discretionary Portfolio Management
   1. The Client confirms that Portfolio Manager has explained the risk associated with investment in the Portfolio Strategy and that the client is fully conscious of them. All risk and rewards of investment made by the Portfolio Manager on be half of Client, as a foresaid shall belong to and be the sole responsibility of the client and the Portfolio Manager shall not be liable in respect of any loss resulting therefrom.
   2. The Client confirms that the Portfolio Manager will not be responsible for any loss or damage occasioned by, including but not limited to market conditions, force majeure circumstances, delay on the part of companies or other authorities including government authorities, errors of judgment on the part of portfolio manager, acts of other intermediaries, custodians and other external agencies or other factors beyond the control of the Portfolio Manager.
   3. The Client understands that while every effort will be made by the Portfolio Manager to maximize the value of the investment, the Portfolio Manager does not provide any guarantee to the Client a minimum return on the investments, made in accordance with this agreement.
   4. The Portfolio Manager’s decision (taken in good faith) in deployment of the Client’s amount is absolute and final and cannot be called in question or be open to review at any time during the currency of the agreement or any time thereafter except on the ground of malafide, fraud, conflict of interest or gross negligence.
3. For Non-Discretionary Portfolio Management
   1. The Client confirms that all investment decisions are made solely by the Client based on their own examination and evaluation of the risks involved in the investment and any losses or rewards in relation to investments made by the Portfolio manager on the instructions of and on behalf of the Client shall belong to and be the sole responsibility of the Client and the Portfolio Manager shall not be liable in any manner in respect of any loss resulting from any of the investment made on behalf of the client in the manner aforesaid.
   2. The Client confirms that the Portfolio Manager will not be responsible for any loss or damage occasioned by, including but not limited to market conditions, force majeure circumstances, delays on the part of companies or other authorities including government authorities, acts of other intermediaries, custodians and other external agencies or other factors beyond the control of the Portfolio Manager.
   3. The Client understands that while every effort will be made by the Portfolio Manager to maximize the value of the investment, the Portfolio Manager does not provide any guarantee to the Client a minimum return on the investments, made in accordance with this agreement.
4. For Both Discretionary and Non-Discretionary Portfolio Management
   1. It is expressly understood that nothing contained herein amounts to any warranty or guarantee (express or implied) of the Portfolio Manager to pay any return of any nature or guarantee any returns, accretions, or accruals to the Client. The Client expressly accepts that Funds and Securities placed with the Portfolio Manager and the sale and purchase of Securities by the Portfolio Manager and the investments of the Funds by the Portfolio Manager are and shall be at the sole risk of the Client and the Portfolio Manager shall not be liable for any loss or damage caused to the Client as a result of any action or omission of the Portfolio Manager pursuant to this Agreement. It is further expressly understood by the Client 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 Client and all actions taken and acts done by the Portfolio Manager are done solely at the Clients account and risk; any actions which the Portfolio Manager takes or does not take as to the investments will be solely at the Clients 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 Client for any action taken or failure to act unless the Portfolio Manager acts with wilfulde fault, fraud, malafide and gross negligence to the Client's interest.

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* 1. Notwithstanding anything contained in this agreement the Portfolio Manager shall not be liable to the Client for any act or omission of any of its officers, employees, sub-delegates, representative or any custodian or other person specifically authorized by the Portfolio Manager or any other third parties. The Portfolio Manager shall not be responsible for any breach by the Client of the applicable laws, regulations, procedures, practice and guidelines. Consequently, the Portfolio Manager shall also not be responsible for any acts or omissions of any intermediaries and does not guarantee the performance of the responsibilities of such intermediaries.
  2. In the event of the Client being held liable for any loss suffered by the Portfolio Manager pursuant to this Agreement, the liability of the Client shall be limited to the extent of his investment.

1. LIABILITY OF CLIENT
2. For Discretionary Portfolio Management
   1. The Client is fully aware that the income and all tax liabilities on the investment and funds managed by the Portfolio Manager, the yield or other return thereon will belong to and be sole responsibility of the Client.
   2. The maximum liability of the client will not exceed the investment of the Client (corpus) with the Portfolio Manager
   3. The Client has carefully read, completed and signed the application form provided by the Portfolio Manager, which clearly states the objective risk profiles and the nature of the assignment and which application form shall be deemed to be an integral part of this agreement and binding on the Client.
   4. The Client confirms and acknowledges having received, read and understood the Disclosure Document prior to entering into this agreement.
3. For Non-Discretionary Portfolio Management
   1. The Client shall be solely responsible for investments made on its behalf by the Portfolio Manager and is fully aware that the income and all tax liabilities on the investment and funds managed by the Portfolio Manager, the yield or other return thereon will belong to and be the sole responsibility of the Client.
   2. The maximum liability of the client will not exceed the investment of the Client (corpus) with the Portfolio Manager.
   3. The Client has carefully read, completed and signed the application form provided by the Portfolio Manager, which clearly states the objectives risk profiles and the nature of the assignment and which application form shall be deemed to be an integral of this agreement and binding on the Client.
   4. The client confirms and acknowledges having received, read and understood the Disclosure Document prior to entering in to this agreement.

3. The Client agrees and confirms

1. The Client hereby undertakes that all corporate, Governmental, and other consents that are required to have been obtained by it with respect to this Agreement are in force and shall remain effective during the tenure of this Agreement.
2. The Client agrees and acknowledges that the Client 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.
3. The Client hereby confirms and agrees to adhere to the compliance of the policy of the Portfolio Manager pertaining to KYC. The Client 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 Client in the Application or any “Known Your Client” (“KYC”) form in order to enable the Portfolio Manager or other person designated by the Portfolio Manager in this behalf to update the information therein.
4. The Client agrees and undertakes to sign all such documents and writings and do all such acts as the Portfolio Manager may require for enabling the Portfolio Manager to render Discretionary Portfolio Management Services or otherwise perform its functions and obligations under this Agreement.
5. In the event the Client is not an individual, the Portfolio Manager shall be entitled to rely upon any instructions/notices it believes in good faith to be given by a person who is duly authorized by the Client in this behalf. Without prejudice to the aforesaid, the Portfolio Manager shall be entitled to rely upon a copy of a board resolution/authority letter of the Client authorizing such person to act on behalf of the Client with respect to this Agreement. In the event of the revocation of authority of any such person, the Client shall promptly inform the Portfolio Manager of such revocation.
6. The Client confirms that the Portfolio Manager shall have a first and paramount lien on all the assets in the Portfolio of the Client and the exclusive right thereon for the purpose of recovery of all unpaid dues (including but without limitation, professional fees, transaction charges, taxes, duties, costs and expenses) in connection with the management, operation and administration of Portfolio under this Agreement.
7. The Client hereby undertakes that execution, delivery and performance of this Agreement do not violate and conflict with the documents relating to constitution of the Client, any law applicable to the Client including the Income Tax Act, 1961, the Prevention of Money Laundering Act, 2002 and any other law/regulation relating to foreign investments, any order or judgment or decree of any court/competent authority applicable to the Client or any of the Client's assets under the Portfolio or any contractual restrictions binding on or affecting the Client or any of the Client's assets under the Portfolio.
8. There are no legal, quasi-legal, administrative, arbitration, mediation, conciliation or other proceedings, claims, actions, Governmental investigations, orders, judgments or decrees of any nature made, existing, threatened, anticipated or pending against the Client which may prejuidice the due performance or enforceability of this Agreement or any obligation, act, omission or transactions contemplated here under.
9. The Client acknowledges that the Portfolio Manager reserves the right to report any suspicious transaction to the Director of Financial Intelligence Unit - India (FIU-IND), New Delhi, after applying appropriate due diligence measures and believes that the transaction is suspicious in nature within the purview of the Regulations.
10. The Client hereby represents warrants and assures the Portfolio Manager and agrees and undertakes to the Portfolio Manager that:
    1. The Portfolio, handed over to the Portfolio Manager upon execution hereof, absolutely belong to the Client and there is no encumbrance on the same, of whatsoever nature, and that the Client shall not create any encumbrance on the Portfolio, whether by way of pledge, lien, mortgage, hypothecation or any other charge, during the currency of this Agreement without prior approval of the Portfolio Manager.
    2. The Client shall at all times be in compliance with all Applicable Laws as may apply to the Client's Portfolio or dealings therein.

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1. The Client acknowledges that the Client is aware of the obligations under the SEBI (Substantial Acquisition of Shares and Takeovers) Regulations, 2011 (“Takeover Regulations”) and Insider Trading Regulations and agrees that the Client is solely responsible for compliance with the provisions of the Takeover Regulations and Insider Trading Regulations on account of any purchases of Securities under Discretionary Portfolio Management Services.

The Client shall promptly inform the Portfolio Manager in writing of any acquisition of Securities (which term includes any instruments carrying voting rights) by the Client, directly or indirectly (whether or not through the Portfolio Manager), which will result in the Client incurring an obligation to make disclosures or announcements of the acquisitions or making an open offer under the Takeover Regulations and Insider Trading Regulations. The Client shall keep the Portfolio Manager indemnified against the consequences of any noncompliance thereof by the Client.

1. Unless otherwise agreed in writing by the Portfolio Manager, the Portfolio Manager and the Client shall in no circumstances 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 for substantial acquisition of shares or voting rights or gaining control over any company, whose Securities are purchased by the Portfolio Manager for and on behalf of the Client pursuant to this Agreement.
2. The Client shall promptly disclose to the Portfolio Manager in writing the details of the interest of the Client in any listed company or other corporate body, which may enable the Client to obtain unpublished price sensitive information in respect of such company or corporate body. The Client shall keep the Portfolio Manager indemnified against the consequences of any nondisclosure in this respect. The Client shall furnish any information required by the Portfolio Manager from time to time for compliance of any of the Applicable Laws.
3. The Client agrees to execute, from time to time, one or more power of attorney(s) in the form and content required by the Portfolio Manager and/or to do such other acts or things as is necessary for the performance of this Agreement.
4. The Client agrees that the Portfolio Manager shall be entitled to treat any fax/ electronic mail/ phone call received / sent in the agreed mode as binding on the Client and the Portfolio Manager shall be entitled to take necessary steps in good faith as appropriate on basis of the said communication. The Client agrees to assume and bear all the risks involved in respect of errors and misunderstanding and the Portfolio Manager shall not be responsible in any manner for any misunderstanding error in transmission or reception of such communication and shall also not be liable for any claims, loss, expense or liability arising therefrom.
5. The Client hereby provide the consent for sharing the portfolio and such other details as may be deemed fit by the Portfolio Manager with the Distributor.
6. The relationship of the Portfolio Manager with each client is separate and independent and does not create any interest of whatsoever manner amongst the clients inter-se or between the clients as a group and the Portfolio Manager.
7. The client agrees that he/she/it shall not replicate/purchase the Portfolio created by Portfolio Manager or Securities purchased by the Portfolio Manager for and on behalf of the Client pursuant to this Agreement, during the existence of this Agreement.
8. DEATH OR DISABILITY

This Agreement shall commence from the date of execution of this Agreement and shall be in effect until terminated by either of the Parties. The Portfolio Manager reserves the right to terminate this Agreement with immediate effect by serving a notice of Termination. The client may at anytime terminate this Agreement by giving not less than 30 days prior written notice of termination to Portfolio Manager. The Agreement shall be terminated by both the parties at anytime by mutual consent.

Subject to the terms of Agreement and the Regulation, this agreement and services thereof of the Portfolio Manager shall be terminated any time under the following circumstances:

1. By operation of law
2. Voluntary or compulsory termination of by Portfolio Manager
3. Suspension or Termination of registration by SEBI
4. Bankruptcy or liquidation of the Portfolio Manager
5. Closure of Business by Portfolio Manager;
6. Death, insolvency, dissolution, winding-up or incapacity of the Client.

Upon termination of this Agreement, the Portfolio Manager shall within a period of 30 days from the date of termination notice, pay and/ or deliver the Portfolio to the Client. Subject to the terms specified in the Schedule 3 of fees and charges, the Client shall be entitled to choose to receive securities forming the part of Portfolio in the form of Securities or equivalent cash amount representing the Securities by informing the Portfolio Manager in writing within 7 days of termination. The Portfolio Manager shall endeavour to return the funds/ securities within 30 days of termination of Agreement as per the Client’s preference as specified by the Client and in the absence of such preference been made, the Portfolio Manager, shall return the funds/ securities as per its discretion. Provided that if the Portfolio Manager is for any reason unable to sell the securities, the Portfolio Manager shall be entitled to act in its capacity as Portfolio Manager as per this agreement.

In the event of Death, the legal representative of the Client shall intimate the Portfolio Manager as soon as possible and the Agreement in this case shall terminate on expiry of 30 days of receipt of such intimation. Till such termination, the Portfolio Manager shall be entitled to act in its capacity as a Portfolio Manager as per this Agreement. The Power of Attorney granted by the Client shall continue to subsist after the demise of the client for a period of 30 days from the date of intimation of death and if for any reasons the settlement takes beyond 30 days then such latter date.

Upon the termination of this agreement as a consequence of the death of the Client, the Portfolio Manager shall:

1. Where the Client comprises of only one Person:
   1. Permit the Nominee designated by the client from time to time or, if for any reason the same is not possible or practicable, permit such persons as the Portfolio Manager has bonafide reasons to believe are the heirs, executors or administrators of the deceased Client, to operate the Bank account and/ or Depository Account, if rules of operations of Bank or Demat account so permit; and/ or
   2. Deliver the Assets of the Nominee of the Client or, if the Nominee is not specified, to such other persons as the Portfolio Manager has bonafide reasons to believe are the heirs, executors or administrators of the deceased Client
2. Where the Client comprises of Two or more persons:

First Holder

Second Holder

Third Holder

###### EPMPL

* 1. Permit the surviving person(s) (“Survivor/s”) to operate the Bank account and/ or Depository Account, if rules of operations of Bank or Demat account so permit; and/ or
  2. Deliver the Assets to the Survivor(s); Upon delivery or Payment as aforesaid, the Portfolio Manager shall be discharged of all obligations hereunder or in relation to the Assets.

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 termination of this Agreement.

1. ASSIGNMENT

Either party to this agreement shall not assign in whole /part, all or any of its rights or obligations hereunder without prior consent of the other party.

This Agreement is personal to the client and shall not be capable of assignment by the client nor shall the same be capable of being transferred by the client. EPMPL may however on giving the client 30 days written notice, appoint any appropriate Associate to provide the services in the place of EPMPL and shall then transfer all the rights due and accruing to EPMPL and all obligations under this Agreement to a person who is not a party to this agreement may not enforce any of its terms under the Indian Contract Act but this shall not affect any right or remedy of a third party which exists or is available other than under such Act.

1. GOVERNING LAW

This Agreement shall be subject to the guidelines regarding portfolio management viz., the Securities and Exchange Board of India (Portfolio Managers) Regulations, 2020 and any amendments made thereto from time to time including any circulars, directions or clarifications issued by SEBI or any Government authority and as applicable to the Portfolio Manager from time to time. This Agreement shall be governed by the law of India. All legal actions and proceedings, if any, relating hereto shall be subject to the jurisdiction of the Courts in Mumbai, India only.

1. SETTLEMENT OF GRIEVANCES/DISPUTES AND PROVISION FOR ARBITRATION

If the Client is not satisfied with the grievance redressal by the Portfolio Manager, he can initiate dispute resolution through the Online Dispute Resolution Portal (ODR) at https://smartodr.in/login.

Alternatively, the Client can directly initiate dispute resolution through the ODR Portal at any stage of grievance redressal. Any dispute shall be redressed by the Portfolio Manager within 21 (Twenty-one) calendar days from the date of receipt of the complaint. 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 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 EPMPL as the Portfolio Manager. In the event of death, refusal, neglect, inability or incapability of the persons so appointed to act as an arbitrator, the Portfolio Manager may appoint a new arbitrator. The arbitral award shall be in writing and shall state the reasons upon which it is based. The award shall be final and binding on the Parties. The award may include an award of costs, including reasonable attorneys' fees and disbursements.

1. INDEMNITY

The Client hereby agrees that he has understood the risks associated with investments in stock markets and is fully conscious of the same. It is hereby agreed that EPMPL shall not be liable in respect of any loss resulting from such risks. EPMPL shall not be responsible for any loss or damage occasioned as a result of any fact or whatsoever other than fraud or gross and willful negligence on its part. Without prejudice to the above, the Client specifically agrees not to hold EPMPL responsible for any loss or damage occasioned by adverse market conditions, force majeure circumstances, delays on the part of companies or other authorities including government authorities in registering transfer of shares and securities, errors of judgment on EPMPL's part or other factors beyond its control. Notwithstanding the generality of the foregoing, EPMPL shall not be liable if any or all of the securities and/or shares become illiquid due to force majeure circumstances, adverse market conditions, court statutory or regulatory in junctions, attachments or other prohibitions affecting them and/or other factors beyond their control.

The Client shall indemnify EPMPL and keep it indemnified from and against any damage, losses, cost, outgoing or expense arising out of or relating to the investments made by EPMPL on behalf of the Client, including any charges, costs, expenses, outgoing or outflows arising out of payments of stamp duty, transfer charges, legal expenses, and any taxes including income tax and other direct taxes or duties incurred by and/or levied on EPMPL as a result of its acting on behalf of the Client or which are levied on the Client but are recoverable or are recovered by EPMPL. EPMPL shall have a lien on the Funds and the returns thereon for the purpose of indemnifying EPMPL as aforesaid.

1. NOTICE:

Any Notice to be given under this Agreement shall either be delivered personally or sent by Registered post or by courier to the address of the party in question as set out in this Agreement or to such other address as may have been notified by the party in question to the other parties or in the case of services by facsimile or telex to such number as may have been notified by the party in question to the other parties.

A notice shall be deemed to have been served as follows :

1. If delivered personally, at the time of such delivery.
2. If sent by registered mail, at the expiration of 7 days after the envelope containing the same was delivered in to the custody of the postal authorities.
3. If sent by fax upon the correct fax number and confirmation of proper transmission of all pages proposed to be sent being produced by the sender fax machine.
4. If sent by the courier at the date 24 hour after consigning the notice to the courier. In providing such services, it shall be sufficient to prove that personal delivery was made, or that envelope containing such notice was properly addressed and posted as registered letter, or that the fax was sent to the correct number or properly dispatched, as the case may be. The Notice will be delivered / sent on below mentioned address:

1301, Morya Grand Off New Link Road, opposite to Infinity mall, Andheri (West), Mumbai - 400 053, Maharashtra, India

First Holder

Second Holder

Third Holder

###### EPMPL

1. MISCELLANEOUS

No forbearance, indulgence or relaxation or inaction by EPMPL at any time, to require performance of any of the provisions of their Agreement shall, in any way, affect, diminish or prejudice the right of EPMPL to require performance of the provision and any waiver or acquiescence by EPMPL of any breach of any of the provisions of this Agreement shall not be construed as a waiver or acquiescence of any continuing or succeeding breach of such provisions or a waiver of any right under or arising out of this Agreement, or acquiescence to or recognition of rights and/or position other than as expressly stipulated in the Agreement.

All remedies of either Party under this Agreement, whether provided herein or conferred by statute, civil law, common law, custom, trade, or usage, are cumulative and not alternative and may be enforced successively or concurrently.

If any provision of this Agreement or the application thereof to any person or circumstance, is held to be invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. Any invalid or unenforceable provision of this Agreement shall be replaced with a provision, which is valid and enforceable and most nearly reflecting the original intent of the unenforceable provision.

None of the provisions of this Agreement shall be deemed to constitute a partnership between the Parties hereto and no Party shall have any authority to bind the other Party otherwise than under this Agreement, or shall be deemed to be the agent of the other in any way.

1. FORCE MAJEURE

Whilst EPMPL shall endeavor to comply with obligations and duties in a timely manner, EPMPL shall incur no liability whatsoever for any partial or non-performance of its obligations by reason of any cause beyond its reasonable control including but not limited to any communications, systems or computer failure, market default, suspension, failure or closure, or the imposition or change (including the change of an interpretation) of any law or governmental or regulatory requirement and EPMPL shall not be held liable for any loss the client may incur as a result thereof.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE SET AND SUBSCRIBED THEIR RESPECTIVE HANDS TO THESE PRESENTS ON THE DAY, MONTH AND YEAR FIRST HEREINABOVE WRITTEN:

|  |  |  |
| --- | --- | --- |
| First/Sole Holder / Authorised Signatory | Second Holder / Authorised Signatory | Third Holder / Authorised Signatory |
|  |  |  |

In the presence of (Name of Witness)

Witness Signature

M/s. Electrum Portfolio Managers Private Limited through its constituted attorneys

In the presence of (Name of Witness)

Witness Signature

# Schedule 1 - Risk Factors

The Portfolio Manager is not responsible for the loss if any, incurred or suffered by the Client. The risk factors, as perceived by Portfolio Manager, in respect of the portfolio management services offered are enlisted below:

* Investments in securities are subject to market risks and include price fluctuation risks. There are no assurances or guarantees that the objectives of investments in securities will be achieved. These investments may not be suited to all categories of investors.
* 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, a relatively small number of scrips accounting for a large proportion of trading volume. Consequently, the Portfolio Manager provides no assurance of any guaranteed returns on the Portfolio.
* The past performance of the Portfolio Manager is not indicative of future performance.
* The Client 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.
* Investment decisions made by the Portfolio Manager may not always be profitable.
* Investments made by the Portfolio Manager are subject to risks arising from the investment objective, investment strategy, and asset allocation.
* Not meeting the obligation to make Capital Contributions in terms of the Agreement may have implications as set out in the Agreement and may also impact the profitability of the Portfolio.
* 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 Client shall assume any loss arising from such decisions made by the Portfolio Manager.
* 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 a direct or indirect impact on the investments, and consequently the growth of the Portfolio.
* 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 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 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. Even upon termination of the Agreement, the Client 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.
* 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 creditworthiness of the issuer and general market risk.
* 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 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 the interest rate rises, the value of a portfolio of fixed income securities can be expected to decline.
* Acts of State, or sovereign action, acts of nature, acts of war, civil disturbance are extraneous factors which can impact the Portfolio.
* The Client 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.
* 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.
* 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.
* 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 the 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 the performance of the investment in mutual fund units.
* The Portfolio Manager is neither responsible nor liable for any losses resulting from the Portfolio Management Services.
* Clients are not being offered any guaranteed/assured returns.
* The investments under the Portfolio may be concentrated towards equity/equity related instruments of companies primarily belonging to a single or few sectors and hence shall be affected by risks associated with those sectors.
* The Clients may not be able to avail of securities transaction tax credit benefit and/or tax deduction at source (TDS) credit and this may result in an increased incidence of tax on the Clients. The Client may incur a higher rate of TDS/ Dividend Distribution Tax in case the investments are aggregated in the name of the Portfolio Management Portfolio/Product.
* In case of investments in Mutual Fund units, the Client shall bear the recurring expenses of the Portfolio Management Services in addition to the expenses of the underlying mutual fund schemes. Hence, the Client 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.
* After accepting the corpus for management, the Portfolio Manager may not get an opportunity to deploy the same or there may be a delay in deployment. In such a situation the Clients may suffer opportunity loss.
* In case of early termination of the Agreement, where Client Securities are returned to the Client, additional rights available while the Securities were held as part of the Portfolio that was negotiated by the Portfolio Manager with an investee company or its shareholders may no longer be available to the Client.
* Changes in Applicable Law may impact the performance of the Portfolio.
* Derivative transactions require maintenance of margins, adequate control mechanisms forecasting ability, etc.
* Risks pertaining to stock lending: In the case of stock lending, risks relate to the defaults from counter parties with regard to securities lent and the corporate benefits accruing thereon, the inadequacy of the collateral and settlement risks.

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| First/Sole Holder / Authorised Signatory | Second Holder / Authorised Signatory | Third Holder / Authorised Signatory |
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**Schedule 2 - Mandate for Portfolio Selection and Asset Allocation**



|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **PMS Type** | **Strategy Name** | **Investment Objective and Approach** | **Tick "**  **"fo r sel ect io**  **n** | **Amount Rs.** |
| Discretionary | Electrum Laureate Portfolio | **Objective:** To generate appropriate risk adjusted returns over medium to long term by investing in diversified portfolio of equity shares of fundamentally strong listed businesses with a bias towards investing in small and midcap companies. Tactically, 20-30% of the allocation may be done towards large  cap companies. |  |  |
|  |  | **Allocation:** 0-100% in Mid-caps and Small caps, 0-30% in Large Caps  **Approach:** Buy and Hold  **Investment Horizon:** 2-5 years  **Benchmark:** Primary BSE 500 (TRI)  Secondary Nifty Small Cap 250 (TRI) |
| Discretionary | Electrum Customised Portfolio | **Objective:** To create a Customised portfolio as per client requirement with an objective to generate appropriate risk adjusted returns over medium to long term by investing in equity shares of fundamentally strong listed companies across market capitalization.  **Allocation:** 0-100 % in Large Caps, Mid-Caps or Small Caps  **Approach:** Buy and Hold Investment **Horizon:** 2- 5 years  **Benchmark:** BSE 500 (TRI) |  |  |
| Discretionary | Electrum S.C.A.L.E strategy | **Objective:** Electrum S.C.A.L.E strategy aims to invest in companies largely in midcap space. It will have sector agnostic exposure with bottom up stock picking. These are the companies which have gone past the smaller size and ready to achieve scale with better growth rates than large established companies. They are companies that can become large caps in longer term. These businesses have established themselves in market and are expected to gain economies of scale on a structural basis. |  |  |
|  |  | **Basis of selection of the above type of securities:** |
|  |  | The Portfolio Manager seeks to generate returns for the Client through price appreciation of the stocks held over a period of time. The approach aims to follow a strong stock selection process and a disciplined bottom-up investing approach with a medium to long-term focus. Holdings and the sectors will be tracked on a constant basis and rebalancing wherever necessary based on revised prospects and valuations will be undertaken. The stock selection and concentration increases the risk profile of the strategy and can lead to high volatility and significant losses in the portfolios. |
|  |  | **Allocation :** General allocation shall be 0-100% in Mid Cap, 0-30% in Large Cap Companies and 0-20% in Small Cap Companies. The Portfolio Manager shall at its discretion take appropriate weights across capitalisaiton. |
|  |  | **Approach:** Buy and Hold Investment  **Investment Horizon:** 3-5 years  **Benchmark:** Primary BSE 500 (TRI) |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
|  |  | Secondary Nifty Mid Cap 150 (TRI) |  |  |
| Discretionary | Electrum | **Objective:** The investment objective is to generate appropriate risk adjusted returns over medium to long term by investing in a diversified portfolio of equity shares of fundamentally strong listed businesses with a bias towards investing in small and midcap companies  **Basis of selection of the above type of securities:** Under this approach, portfolio would be primarily invested in listed equities and opportunistically also in money market instruments, units of mutual funds, ETFs or other permissible securities/products in accordance with the applicable laws. Some part of money might be retained in bank account as bank balance.  **Allocation:** General allocation shall be 0-100% in Mid-caps and Small Caps. However, the Portfolio Manager shall at its discretion add appropriate weights of mid and small caps, other stocks and securities. Portfolio Manager may invest upto 30% of the portfolio in large cap companies.  **Approach:** Buy and Hold Investment **Investment Horizon:** 3-5 years **Benchmark:** Primary BSE 500 (TRI)  Secondary Nifty Small Cap 250 (TRI) |  |  |
|  | Novogram Excel |
|  | Strategy |
| Discretionary | Electrum Focus Portfolio: | **Objective:** The investment objective is to generate appropriate risk adjusted returns over medium to long term by investing in equity shares of fundamentally strong listed  companies across market capitalization. |  |  |
|  |  | **Basis of selection of the above type of securities:** Under this approach, Portfolio would be primarily invested in listed equities and opportunistically also in money market instruments, units of mutual funds, ETFs or other permissible securities/products in accordance with the Applicable Laws. Some part of money might be retained in bank account as  bank balance. |
|  |  | **Allocation**: General allocation shall be 0-100% in Small caps, Mid-caps and Large Caps. The Portfolio Manager shall at its discretion take appropriate weights across capitalisaiton |
|  |  | **Approach:** Buy and Hold Investment |
|  |  | **Investment Horizon:** 3-5 years |
|  |  | **Benchmark::** BSE 500 (TRI ) |
| Discretionary | Electrum Liquid Approach: | **Objective:** The investment objective of the Electrum Liquid Approach is to predominantly make investments in liquid mutual funds, short- term debt funds, money market mutual funds, and other debt funds to facilitate investors to take Asset Allocation calls between Cash and Equity.  Under this approach, Portfolio would be primarily invested in Liquid Mutual Funds, short-term debt funds, money market mutual funds, and other debt funds in accordance with the Applicable Laws.  **Basis of selection of the above type of**  **securities**: The Portfolio Manager seeks to generate returns for the Client through optimal returns consistent with moderate levels of risk and liquidity by investing in debt securities and money |  |  |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
|  |  | market securities.  **Allocation**:The Portfolio shall invest in Debt Instruments including Government Securities, Corporate Debt, Other debt instruments, Term Deposits and Money Market Instruments with portfolio duration between 3 months and 6 months permissible securities/instruments as per Applicable Laws.  **Approach:** Buy and Hold Investment  **Investment Horizon:** 3-6 Months  **Benchmark:** CRISIL Composite Bond Fund Index |  |  |



**Details of Assets transferred as a part of Corpus** (Please √ as applicable}

* 1. **Funds:**

|  |  |  |
| --- | --- | --- |
| Amount | **Rs.** | |
| Mode of Payment | ם Cheque (subject to realization) ם **NEFT** ם Others ם Cheque /UTR / Instrument no. | |
| Bank Name | | Branch Name |

* 1. **Securities** :

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| **Sr.**  **No.** | **Scrip Name** | | **Qty.** | **Date of Acquisition** | **Acquisition Rate** | **Market Rate as on date of transfer Rs.** | **Market Valuation as on date of transfer Rs.** |
| 1 |  | |  |  |  |  |  |
| 2 |  | |  |  |  |  |  |
| 3 |  | |  |  |  |  |  |
| 4 |  | |  |  |  |  |  |
| 5 |  | |  |  |  |  |  |
| 6 |  | |  |  |  |  |  |
| 7 |  | |  |  |  |  |  |
| 8 |  | |  |  |  |  |  |
| 9 |  | |  |  |  |  |  |
| 10 |  | |  |  |  |  |  |
| Total Value of Securities offered as Corpus | | (B) | |  | (Rs.) | | |
| Total Value of Corpus | | (A+B) | |  | (Rs.) | | |

Note:

1. Please attach Additional Sheets, if required.
2. In the case of the Corpus from the client received in the form of Securities, the same will be valued on the basis of the closing market price of a day prior to the date of PMS account activation. Preference of selection for exchange shall be NSE and incase of non-availability, price of BSE shall be undertaken.



**Schedule 3 - Schedule of Fees and Charges**

Management fees and charges will be determined as agreed between Client and Portfolio Manager which is enumerated as follows for a selected Portfolio Plan(s):

Fees Selected by Client

|  |  |  |
| --- | --- | --- |
| Signature of Client  1st holder | Particulars |  |
| Hurdle Rate |  |
| Performance Fees |  |
| Fixed Fees |  |

The selected option can be changed to a different one within three years of its inception.

**Fixed Fees:**

The Fixed Fees charged by the Portfolio Manager shall be calculated on daily average Portfolio Value. This is payable on quarterly basis.

**Profit Sharing/Performance Fees:**

The Performance fees will be payable on an annual basis as at the end of Reference Period after applying the Hurdle Rate and will be based on High Watermark principle.

Performance fees will be calculated with reference to the Net Asset Value (NAV} of the Subscription Investment, before deduction for any accrued performance fee (the "Gross NAV"}. Such Fee will be payable only on any excess Gross NAVof such Subscription Investment at the end of such Reference Period over the Subscription Investment and Preferred Return (Hurdle Rate).

"Subscription Investment" means portfolio value at the beginning of the reference period;

"Reference Period" is the period of one year from the date of PMS account activation and a period of one year thereafter or up to voluntary partial/ complete exit of the Client or exit due to closure of strategy, whichever is earlier. In case of complete exit of the Client or exit due to closure of strategy mid-year, the performance fee will be calculated on a pro-rata basis.

"Hurdle rate" in respect of any subscription investment means percentage (as mentioned in table above) per annum of the Gross Net Asset Value at the beginning of the relevant Reference Period (calculated from day to day on the basis of a 365 day year on a simple interest basis).

**High Water Mark Principle:**

High Water Mark is the highest value that the portfolio has reached. Value of the portfolio for computation of high water mark is the value on the date when performance fee is charged. The portfolio manager shall charge performance fee based only on the increase in portfolio value in excess of the previously achieved high water mark, on which performance fees is already charged.

In addition to the Portfolio Management Fee as prescribed herein above, following charges shall also be borne by the Client byway of debitto the Client's account:

Brokerage, Custodial Charges, Accounting charges, Demat Charges, certification and professional charges etc. and all other statutory levies shall be charged and recovered as per actuals.

Exit Load fees:

In case the client withdraws partially or completely or terminates the agreement prior to 1 year from the date of activation, exit load fees of 2% of the withdrawal amount will be charged to the client.

**I/We have understood the fees and charges structure as mentioned above**

(Please write the above-mentioned line in your own handwriting)

|  |  |  |
| --- | --- | --- |
| First/Sole Holder/ Authorised Signatory | Second Holder/ Authorised Signatory | Third Holder/ Authorised Signatory |
|  |  |  |

Illustration - Computation of Performance Fee by Portfolio Manager

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Particulars** | **Year 1** | **Year 2** | **Year 3** | **Year4** |
| Initial Corpus | 50,00,000 | 65,92,000 | 47,98,976 | 7,092,887 |
| Hurdle rate of return (A) | 8% | 8% | 8% | 8% |
| Performance fee over hurdle rate (B) | 20% | 20% | 20% | 20% |
| Fixed Fee (C) | 1.5% | 1.5% | 1.5% | 1.5% |
| Brokerage (D) | 0.20% | 0.20% | 0.20% | 0.20% |
| Other Expenses (E) | 0.50% | 0.50% | 0.50% | 0.50% |
| Rate of return on the portfolio (I) | 40% | -25% | 50% | 40% |

Assumptions:

1. Performance linked fee and fixed management fee are calculated on an annual basis (i.e, performance period=lyear)
2. All figures in the tables have been assumed for the purpose of illustration
3. Other expenses mentioned include Custody & FA charges, RTA fees etc

**All amounts in Rs. & all returns are pre-tax**

|  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **Sr.**  **No** | **Particulars** | **Year 1** | | **Year 2** | | **Year 3** | | **Year4** | | **Year 5** |
|  | **Amount in Rs.** | | **Amount in Rs.** | | **Amount in Rs.** | | **Amount in Rs.** | |  |
| 1 | Amount invested by client/Opening value | 50,00,000 |  | 65,92,000 |  | 47,98,976 |  | 7,092,887 |  |  |
| 2 | Portfolio Returns during the year (=1\*1) | 20,00,000 |  | -16,48,000 |  | 2,399,488 |  | 2,837,155 |  |  |
| 3 | Brokerage and Transaction cost@ 20bps (=D\*l) | 10,000 |  | 13,184 |  | 9,598 |  | 14,186 |  |  |
| 4 | OtherExpenses(=E\*l) | 25,000 |  | 32,960 |  | 23,995 |  | 35,464 |  |  |
| 5 | Fixed Management Fee (=C \*1) | 75,000 |  | 98,880 |  | 71,985 |  | 106,393 |  |  |
| 6 | Pre-performance fee closing value of portfolio (1+2-3-4-5)  Note: If this value exceeds the high watermark, only then shall performance fee be charged to the client | 68,90,000 | 70,00,000 | 47,98,976 | 49,44,000 | 7,092,887 | 7,198,464 | 9,773,998 | 9,930,041 |  |
| 7 | Returns realised by investor (pre- performance fee) over High Water Mark (= (6-14)/14\*100)[For Year 1, returns over initial corpus would be considered) | 37.80% |  | -30.35% |  | 2.94% |  | 37.80% |  |  |
| 8 | Returns realised by invest or over hurdle rate (=7-A, and in case of negative returns, it shall be zero) | 29.80% |  | 0.00% |  | -5.06% |  | 29.80% |  |  |
| 9 | Performance fee levied by PM (in%) (=8\*B) | 5.96% |  | 0.00% |  | 0.00% |  | 5.96% |  |  |
| 10 | Amount of performance fee recovered by PM (high-watermark applicable) on Capital Amount (=9\*1) | 2,98,000 |  |  |  |  |  | 422,736 |  |  |
| 11 | Total Charges During the year (=3+4+5+10) |  | 4,08,000 |  | 1,45,024 |  | 1,05,577 |  | 578,780 |  |
| 12 | Net Value of the portfolio at the end of year (=1+2-11) |  | 65,92,000 |  | 47,98,976 |  | 7,092,887 |  | 9,351,262 |  |
| 13 | Overall Returns to investor in% (=(12-1)/1)\*100 |  | 31.84% |  | -27.20% |  | 47.80% |  | 31.84% |  |
| 14 | High Water Mark for calculation of performance fee for the next performance period |  |  | 6890000 |  | 6890000 |  | 7,092,887 |  | 9,773,998 |

# Schedule 4 - Consent from the client

1. This document is for obtaining the consent/dissent for investment by Portfolio Manager in its associates/related parties.
2. As per SEBI (Portfolio Managers) Regulations, 2020, the limits applicable for investment in the securities of associates/related parties of Portfolio Manager are as under:

|  |  |  |
| --- | --- | --- |
| **Security** | **Limit for investment in single associate/related party (as percentage of Client's AUM)** | **Limit for investment across multiple associates/ related parties (as percentage of Client's AUM)** |
| Equity | 15% | 25% |
| Debt and hybrid securities | 15% | 25% |
| Equity + Debt + Hybrid securities\* | 30% | |

1. The client may choose not to invest in the securities of associates/related parties of the Portfolio Manager. Further, the client may choose a limit lower than the limits prescribed at para 2 above.
2. The risks and conflict of interest associated with investment by the Portfolio Manager in the securities of its associates/related parties are as under:

**Risks:** The associates/related parties providing services will have, responsibilities for other companies, projects and clients. Accordingly, they may have conflicts of interests in allocating management time and other resources amongst the Fund and such other projects and clients.

Further, the Client Portfolio may be invested in listed securities of the associates/related parties and as such may be subject to the market risk associated with the vagaries of the capital market.

**Conflict of Interest:** The services rendered by the Portfolio Manager will be subject to conflict of interest relating as Portfolio Manager and various other affiliates, associates, holdings companies, subsidiaries, partners, officers and employees of the Portfolio Manager, which are engaged in a broad spectrum of activities in the financial sector.

1. In case the client wants the Portfolio Manager to invest in the securities issued by associated/related parties of Portfolio Manager and provides the consent for the same, the investments shall be subject to the following limits:

|  |  |  |
| --- | --- | --- |
| **Security** | **Limit for investment in single associate/related party (as percentage of Client's AUM)** | **Limit for investment across multiple associates/ related parties (as percentage of Client's AUM)** |
| Equity | 15% | 25% |
| Debt and hybrid securities | 15% | 25% |
| Equity + Debt + Hybrid securities\* | 30% | |

1. In case of passive breach of investment limits (i.e., occurrence of instances not arising out of omission and/or commission of Portfolio Manager) as decided at para 5 above, a rebalancing of the portfolio is required to be completed by Portfolio Managers within a period of 90 days from the date of such breach. However, the client may give an informed, prior positive consent to the Portfolio Manager for a waiver from the requirement of rebalancing of the portfolio to rectify the passive breach of investment limits. The client may choose not to provide any waiver.
2. Please indicate consent or dissent as under:

Limits on investment

 **Consent:** Portfolio Manager **can** invest in the securities of its associates/related parties within the limits agreed upon at para 5 above.  **Dissent:** Portfolio Manager **cannot** invest in the securities of its associates/related parties.

Waiver from rebalancing of portfolio on passive breach of investment limits

 **Consent:** Portfolio Manager **need not** rebalance the portfolio on passive breach of investment limits.  **Dissent:** Portfolio Manager **should** rebalance the portfolio on passive breach of investment limits.

|  |  |  |
| --- | --- | --- |
| First/Sole Holder / Authorised Signatory | Second Holder / Authorised Signatory | Third Holder / Authorised Signatory |
|  |  |  |

# POWER OF ATTORNEY

TO ALL TO WHOM THESE PRESENTS SHALL COME, I/WE/Mr./Ms./M/s \_\_\_\_\_

Residing at/ a company incorporated under the Companies Act, 1956/2013 and having its registered office at:

hereinafter referred as “Client”, which expression shall unless repugnant to the meaning and the context thereof be deemed to include (i) the heirs,

executors, administrators and legal representatives and permitted assigns (or the survivors(s)s in case the Client has jointly entered into the Portfolio Management Agreement), where the Client is individual; (ii) the successors and permitted assigns, where the Client is a Company or a body corporate; (iii) the members of the HUF for the time being their respective heirs, executors, administrators and legal representatives and assigns, where the Client is a HUF; (iv) the partners for the time being of a firm, the survivor or survivors of them and their respective heirs, executors, administrators and legal representatives/its successors and permitted assigns, where the Client is a partnership firm; (v) the trustees for the time being and from time to time where the Client is the Board of Trustee of a Trust; and (vi) the respective successors of the members of the governing body and any new members elected or appointed, where the Client is the governing body of a Society)

WHEREAS:

Electrum Portfolio Managers Private Limited, a Company incorporated under the Companies Act,2013 and having its Registered Office at 1301, Morya Grand, Off New Link Road opposite to infinity mall, Andheri (West), Mumbai - 400 053, Maharashtra, India (herein after referred to as “the Portfolio Manager” or “PM” which expression shall include, unless repugnant to or in consistent with the subject or context thereof, its successors and assigns) is duly authorized by the Securities and Exchange Board of India (herein after referred to as “SEBI”) to provide Portfolio Management Services vide Registration No. INP000007544.

AND WHEREAS the Portfolio Manager has agreed to provide Portfolio Management Services in the name of Electrum Portfolio Managers Private Limited and the Client has agreed to avail the same under the Portfolio Management Agreement (“Agreement”) of even date.

NOW THESE PRESENT WITNESS for me/us/and on my/our behalf or the survivor of me/us in my/our name and in the name or names of my / our survivor, do hereby nominate constitute and appoint Electrum Portfolio Managers Private Limited, (the Portfolio Manager) acting through any of its officers as my/our true and lawful Attorney (hereinafter referred to as the said Attorney) or Portfolio Manager to do all or any of the following acts, deeds and things in relation to and concerning the securities, funds, monies and amounts placed by us for any portfolio management of the Portfolio Manager.

1. To make necessary application(s) on my/our behalf to any authorities in India or abroad, including but not limited to, the Central Government, Tax Authorities, Securities and Exchange Board of India and/or Reserve Bank of India in connection with my/our purchase/sale/transfer/holding and continuing to hold securities and to represent me in all respects before such authority or authorities and establish without encumbrance the ownership of the Securities in my/our name or in the name of the Portfolio Manager in terms of the Portfolio Management Agreement.
2. To acquire by subscribing to or by purchase of any Securities, whether of any State Government in India or Central Government or body corporate or otherwise and to sell or transfer the Securities and to sign and to execute all transfer deeds whether as transferor or transferee and such other instruments, application and papers as may be necessary for the purpose of acquiring or transferring the same.

The term “Securities” shall include shares, scrips, stocks, bonds, debentures, debentures stock or other marketable securities of a like nature in or of any incorporated company or a pooled investment vehicle or other body corporate, derivative, units or any other instrument issued by all collective investment scheme to the investors in such schemes, security receipt as defined in clause (zg) of Section 2 of the Securitization and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002, units or any other such instrument issued to the investors under any mutual fund scheme; units of any other instrument issued by any pooled investment vehicle; any certificate or instrument (by whatever name called), issued to an investor by any issuer being a special purpose distinct which possesses any debt or receivable, including mortgage debt, assigned to such entity, and other acknowledging beneficial interest of such investor in such debt or receivable, including mortgage debt, as the case may be; Government securities; such other instruments as may be declared by the Central Government to be securities and rights or interest in securities. Additionally it shall also include Warrants, convertible debentures, non-convertible debentures, fixed return investments, floating rate instruments linked to MIBOR/ call money, negotiable instruments including usage bills of exchange, trade bills, deposits or other money market instruments, derivatives, commercial paper, certificates of deposits, units issued by Unit Trust of India and units issued by Mutual Funds, mortgage backed or other asset backed securities issued by any institution or corporate. It shall also include investment in Small and Medium Enterprises whether listed or unlisted or proposed to be listed on any stock exchange in India.

1. To acquire by subscribing to or by purchase of securities or Government securities and to sell, transfer, endorse, dematerialize, rematerialize or otherwise transfer and assign or to deliver the Securities or any Government securities or local authorities, shares, stocks or debentures in any company or corporation redeem the same either through Internet using the Identification Number issued by any Mutual Fund from time to time, and/or to sign and to execute all transfer deeds whether as transferor or transferee and such other instruments, application and papers as may be necessary for the purpose of acquiring or transferring/redeeming the same, marking pledge/lien on such securities and/or for transferring the

investments in the units of Mutual Fund from one scheme to another or between Mutual Funds

1. To make application for or to renounce and sign renunciation forms in respect of rights Securities and additional Securities of any Company or body corporate and to receive and hold such rights or additional Securities.
2. To manage and make investments, reinvestments and disinvestment of all or any securities, funds or monies forming part of my/our funds/ assets and for that purpose buy, sell, transfer and otherwise deal in any other securities forming part of my/our assets.
3. To issue orders and instructions for acquisition and disposal of investments for and on behalf of myself/ ourselves and to purchase or otherwise acquire, sell or otherwise dispose of and invest in Securities including entering into foreign transactions required for this purpose.
4. To enter into execute, deliver and amend all contracts, agreement, and other undertakings as may be required, necessary or advisable or incidental to the carrying out of the objectives of the Portfolio Management Agreement.
5. To open, operate, close safe custody account or to hold in safe custody the investments and all the documents or title to or evidencing ownership of the investments and to procure those of the investments in respect of which registration shall be necessary in order to perfect the transfer thereof and to appoint a custodian to manage the Securities or any parts thereof.
6. To open, operate depository account with depository participant and to issue instructions relating to dematerializing or rematerializing of securities, freezing of accounts, to block and/or debit the account, to give delivery/receipt instructions, pledge instruction, pledge closure instruction, lending and borrowing instructions, and to do all such other things that may be necessary in the course of business relating to the depository account opened on my/our behalf including closure of the account if deemed necessary or expedient and to collect depository instruction booklet(s) from the depository participant where the account is in my/our name or operate my/our depository account through a single depository instruction system as per the discretion of the said Attorney.
7. To appoint, nominate or engage any broker(s) and/ or agent(s) for effecting purchase and sale and transfer of the Securities and to sign and submit such documents as may be required for admission as a client of such broker.
8. To issue and administer the instructions to the stock brokers, agents and other representatives acting for and on behalf of me/us.
9. To appoint any other agent or sub-agent or substitute/s and to delegate all or any of the powers given herein to such a person, generally to do and perform and execute all such other acts, deeds, instruments, matters and things for and on behalf of me/us as may be necessary, proper, convenient or expedient to be done and in and about the premises as fully and effectually to all intents and purposes as I myself/ourselves could do if personally present and I/We ratify and confirm and agree and undertake to ratify and confirm whatsoever my/our said Attorney shall lawfully door cause to be done by virtue of these presents.
10. To appoint and issue such instructions to any auditors for the purpose of auditing my/our accounts.
11. To demand, receive and give good and effectual receipt(s) and discharge(s) for all and any dividend, interest, bonus or any other sum(s) and/or income arising from the Securities, and to sign and endorse pay orders, dividend or interest warrants or certificates in respect of the demand and receive all debts, sums of money, principal interest, dividend or other dues of whatever nature or account which are now or at any time may be due, payable and belong to me/us on any accounts(s).
12. For all or any of the purposes aforesaid to sign any contract, agreements, transfer form, acceptance, receipt, acquittance document and form and carry out correspondence with such person(s) or authority/authorities or department(s) and to do all lawful acts requisite for reflecting the same.
13. To pay call money on shares, demand, collect, receive, all monies, amounts realized from sale, transfer, surrender of any Securities, as also all interest, dividend accrued, payable or due and invest/reinvest the same in any other securities/deposits/units of Mutual Funds upon such items that my/our Attorney may deem fit in the circumstances.
14. 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 Attorney consider best under the circumstances.
15. To give, transmit to the Client, notice of Shareholders meeting, dividend notice and any other related information or be a party to the notice for calling an extraordinary general meeting of any company on requisition and any other related information.
16. To attend, vote and otherwise act as attorney or proxy at meetings of the members, creditors, debenture holders of any Company in which Securities are acquired or held pursuant to this authority for and on my/our behalf.
17. To apply to the relevant authorities for and to obtain from them all necessary approvals in relation to my/our investments and confirmations and consents relating to my/our tax status and all tax and other payments which may be due to me/us from time to time in respect of the relevant investment and in connection therewith.
18. To apply for and carry out the necessary procedures for receiving tax exemption under the relative provisions of the income-tax laws, or under the Rules, notifications or order made thereunder, or under the relevant Avoidance of Double Taxation Treaty, if any.
19. To compound and accept part in lieu and in satisfaction of the whole of or compromise any debt or sum of money hereafter owing to or payable to me/us or any other claim or demand which I/We have or may have against any person or grant any extension of the time for payment or satisfaction thereof upon such terms as may be deemed proper either with or without taking security for the same.
20. To appoint and employ agents or subagent or substitute/s including chartered accountants, advocates, or other legal practitioners, overseers, receivers or other persons at such remuneration by way of fees, salary, commission or otherwise as the above-named Attorney may think proper and to dismiss and discharge them from time to time and to employ or appoint any other in their stead.
21. To open and operate one or more bank accounts on my/our behalf for the purpose of managing my/our portfolio and if required to make

applications to the Reserve Bank of India and/or any other authority for repatriation of funds and holding receipts, dividends etc. in respect of my Securities. The said Bank account(s) shall be operated only by the Authorized signatory (ies) appointed by the Portfolio Manager from time to time.

1. To represent for payment and collect the amount payable upon all Securities which may mature or be called, redeemed or retired or otherwise become payable; and to take all necessary actions including signing of all necessary applications and other documents.
2. To withdraw or transfer any sums from the said Bank accounts(s) and to close the account(s).
3. To avail the facility of electronic banking and such other services offered through electronic media in respect of my/our Bank account(s).
4. To prepare, sign and submit all forms, statements and declarations as may be required in respect of the bank account(s).
5. To make, draw, sign, endorse, negotiate, accept and release as the case may be drafts, Pay orders, telegraphic transfers/direct transfers on the internet or other securities for payment of money whether debit or credit in my/our account(s) with the Attorney.
6. To liaise with any bank for the purchase, sale or transfer of securities and to represent me/us in all dealings to the bank and to give instructions to the bank for payment for Securities.
7. To make the investment(s) in Term Deposits in one or more scheduled commercial bank(s) and to foreclose, mark a lien, renew, receive proceeds on maturity or in any other manner and to apply such Term Deposits for the purpose of meeting any margin requirement of any recognized stock exchange in India.
8. 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.
9. And for all or any of the purpose aforesaid to appoint from time to time a substitute or substitutes and to revoke such substitution but the appointment of any such substitute shall not affect or prejudice the rights or powers of the Attorney to act hereunder and the Attorney may continue to do so not withstanding such appointments.
10. To appoint any custodians, fund accountants, agents, representative, banks, service provider or other person ("Service Providers") 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 Service Providers the authorities / 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.
11. To make, verify, sign, execute and present on behalf of myself/ourselves the plaints, vakalatnamas, appeals, affidavit or statements, petitions or probate petitions or any other paper as may be expedient in the opinion of the attorney to be made, signed, executed, presented or filed.
12. To commence, prosecute, enforce, defend, answer or oppose any suitor other legal proceedings to be filed, instituted or commenced in connection with any or all matters relating to the Portfolio Management Agreement.
13. To make application(s) to companies or corporate bodies for splitting, consolidation, redemption, conversion of the Securities.
14. To appear before the relevant authorities submit information, and complete, sign and submit any applications or documents for any approvals/ permissions/actions that may be necessary or desirable to perform any acts envisaged under the Portfolio Management Agreement.
15. To hold all stock dividends, rights and similar securities with respect to any Securities held by it.
16. To make and file proofs of claim and generally to represent us in any liquidation, bankruptcy, or insolvency all in relation to the aforesaid investments or any of them.
17. To rectify any defect in the institution of the suit or other action in Court or defending any action in Court, if necessary by making such amendments with the permission of the Court and to do such lawful acts, deeds and things required to cure any suit or appeal or revision now pending and arising out of any suit or proceeding which have since been disposed of.
18. To deliver Securities/dematerialized balances/statements in exchange for other Securities or cash issued or paid in connection with the liquidations, re-organization, re-financing merger, consolidation or re-capitalization of any corporation or upon the exercise of any rights or conversion privileges.
19. To give instructions to the Service Provider to deposit the monies with the Bank and to deposit all interest, dividends or profits in an account opened in the name of the Portfolio Pool Account, and to make such debits in the said account as may be necessary and in particular for purchase, acquisition of the Securities, making payments to broker / issuers for the same and also for the service charge for all / any type of services to be provided by the Bank / any other person authorised by the Bank / Client / Portfolio Manager to the Client in relation thereto / hereunder and for that purpose to open a current account or such other account with the Bank.
20. To apply for and accept allotments of any Securities, rights, bonus issues or its equivalent in dematerialized form.
21. In all such proceeding and for such purposes, to enter into a compromise or refer the dispute to arbitration or abandon any claim or submit to judgment or become non- suited in all such proceedings whether pending or not.
22. To sign and endorse all cheques, promissory notes, bills of exchange or other orders for the payment of money to which the signature or endorsement of or on my/ our behalf may be needed or deemed expedient.
23. To make necessary application(s) on behalf of the Client to any 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 and to represent the Client in all respects before such

authority or authorities and sign and execute all such agreements, instruments, papers, documents, deeds, writing, forms as may be necessary or deemed expedient by the Attorney to comply with the Bye-Laws and Business Rules of the National Securities Depository Limited, SEBI (Depository & Participants) Regulations 1996 and all other rules, regulations of any other statutory or regulatory body or authority.

1. To sign, seal, execute, deliver and to do such deeds, transfer, agreements, receipts, releases, discharges, instruments, application, contracts, transfer deeds, surrenders, dividend mandates or other documents and Fixed Deposit applications, acts and things as may be necessary in relation to the powers hereby granted or any of them.
2. This Power of Attorney given under my/our hands is irrevocable by me/us during the tenure of my/our Portfolio Management Services Account with the Portfolio Manager, in accordance with the terms and conditions of such portfolio(s)/statutory regulations.

AND I/ We hereby a greet or ratify and confirm whatsoever shall be done in the premises by virtue of these presents either by the Attorney or any substitute appointed by the Attorney.

AND generally the Attorney shall have the power to do, execute and perform any other acts, deed or deeds, instruments, matter or thing whatsoever which in my / our opinion said Attorney ought to be done, as may be necessary, proper, convenient or expedient including without limitation the generality thereof; executing and delivering indemnities, guarantees, receipts and/or other documents as may be necessary or desirable and act on the premises as fully and effectually as executed and performed by virtue of these presents as I myself/we ourselves personally could do the same.

AND I/We further declare that with the execution of the said Power of Attorney, all the powers and authorities conferred hereinabove shall be exercisable solely by the Attorney and that I/we shall not, until this Power of Attorney stands revoked subject to the satisfaction of dues under the Portfolio Management agreement, have the right to perform any act(s) as mentioned in the said Power of Attorney, except with the prior approval of the Attorney given in writing, the authority for the performance of which has been duly conferred on the Attorney hereinabove. I/we further declare that I/we shall not at any time act in the manner which has the effect of diluting, nullifying or vitiating the powers given to the Attorney under the said Power of Attorney including but not limited to granting the said powers to any other person(s) whilst this power of attorney is subsisting.

AND I/we do hereby for myself/ourselves, my/our heirs, executors, administrators, successors and legal representatives ratify, confirm and agree to ratify and confirm all and whatsoever acts, deeds, matters and things done or cause to be done by the Attorney or his substitute or substitutes by virtue of these presents.

AND it is hereby clarified and declared that the Attorney being a body corporate, the powers herein before granted may be exercised by any of its agents or employees to whom the Attorney may delegate any of the powers aforesaid and accordingly the Attorney may appoint and remove any sub agent or attorney from time to time as it may consider appropriate.

This Power of Attorney shall be deemed to be duly executed only after it has been executed by the Attorney for acceptance as herein provided and shall be effective only pursuant to such execution.

IN WITNESS WHERE OF I/We here unto set my/our hand(s) on this day of 20

SIGNED AND DELIVERED

By within named Client By the hand of Mr. / Ms.

|  |  |  |
| --- | --- | --- |
| First/Sole Holder / Authorised Signatory | Second Holder / Authorised Signatory | Third Holder / Authorised Signatory |
|  |  |  |

in the presence of Witness (Name and Signature)



Accepted by me For **Electrum Portfolio Managers Private Limited**

Authorised Signatory(ies)



**Annexure 4**

# Most Important Terms and Conditions (MITC) for the clients of the Portfolio Managers

|  |  |
| --- | --- |
| Name of the Portfolio Manager & SEBI Registration Number |  |
| Contact details of Portfolio Manager |  |
| Name of the Client (Details of all the holders) |  |
| Distributor Name |  |
| Service Opted by the Client | Discretionary/Non- Discretionary/Advisory/ Co- Investment Services |
| Amount Invested |  |
| Date of PMS Agreement |  |
| Risk Tolerance of the Client | Low/Medium/High |
| Strategy | Equity/Debt/Hybrid/Multi Asset |
| Investment Approach |  |
| Benchmark for the Investment Approach |  |
| Investment tenure/horizon |  |
| Related party investments | Allowed/Not allowed |
| Fees & Charges including exit load, if any levied by the Portfolio Manager |  |
| Details of bank and demat accounts where funds and securities are kept |  |
| Tenure of the PMS agreement |  |
| Disclosure of interest in various corporate bodies by Client | Yes/No |
| Nominee along with share of each nominee in PMS, Demat and Bank accounts |  |
| Name of Guardian, in case the Nominee is a minor |  |
| 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:

|  |  |  |
| --- | --- | --- |
| Signature | Signature | Signature |
| 1st/Sole Holder /Authorized Signatory | 2nd Holder/Authorized Signatory | 3rd Holder/Authorized  Signatory |

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Electrum Portfolio Managers Private Limited

#### 1301, Morya Grand Off New Link Road, Opposite to Infinity Mall, Andheri (West), Mumbai - 400 053



022-4575 0000