



Do Good.

# neoClub

Wealth Management - The Neo Way

**Non-Discretionary Portfolio Management Services (NDPMS)**

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Account Opening Form

Form No.:

Client Name :

Version : 02/Nov 2023





## Neo Group

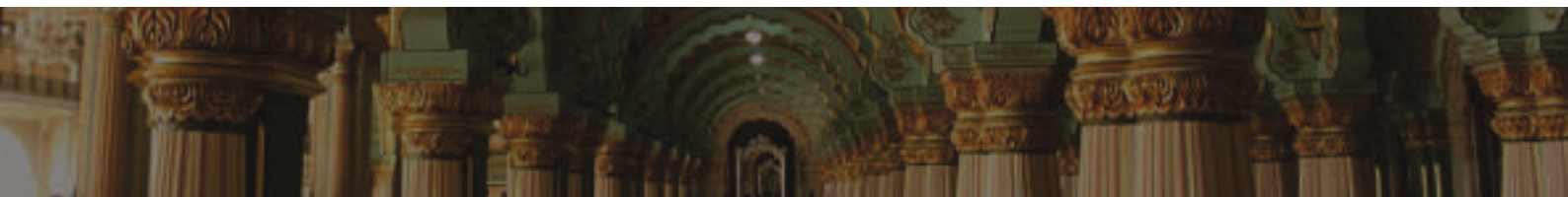
We are a new age, focused wealth and asset management platform that aims to provide clients with unbiased investment solutions in a transparent and cost-efficient manner.

### Our Purpose

To solve large challenges, currently unaddressed in the financial services space, which, if solved, will make a transformational difference in lives of many people and have a significant impact in the ecosystem that we operate in!

### Our Businesses

**Wealth Management | Asset Management | Asset Services**



Application No. : \_\_\_\_\_

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

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

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

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

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## Neo Asset Management Private Limited

CIN No - U67100MH2021PTC371799

PMS SEBI Regn No - INP000007641

GST No. - 27AAHCN9328A1ZH

Registered and Correspondence Office Address:

## Neo Asset Management Private Limited

903 - B Wing, Marathon Futurex, NM Joshi Marg, Lower Parel, Mumbai, Maharashtra 400013.

Phone: +91-022-66423614, Website: www.neoassetmanagement.com

Compliance Officer : Mr. Shailendra Sharma , Phone No.: +91-022- 66423614,

Email id: shailendra.sharma@neoassetmanagement.com

For any grievance / dispute please contact, Neo Asset Management Private Limited at the above address or  
email id: rahul.sharma@neo-group.in and Phone No.+91-022- 66423614.

In case not satisfied with the response, client may approach SEBI or register his/her grievance/complaint through  
(SEBI Complaints Redress System)

## CHECK LIST FOR FILLING KYC FORM (List of documents to be Submitted) - For Individual

Types of Entity	Documentary Requirements	Please Tick
	Documentary requirements	
	PAN Card Copy / Form 60 ( If PAN card is not available)	
	Any one Address Proof ( Aadhar Copy, Valid Passport, Voters ID card, Driving License copy, Latest Utility Bill not more than 2 months old)	
	1 photograph	
	Original Cancelled cheque leaf with name preprinted	
	Nominee Identification proof (Aadhar card copy, PAN)	

### IMPORTANT INSTRUCTIONS

- All Individual documents should be self-attested by all the holders.
- If the Utility bill is provided as address proof then one official valid proof is mandatory to submit ie. Aadhaar, Voter ID, Driving License, Passport etc.
- Name and address of the applicant mentioned on the KYC form, should match with the documentary proof submitted

- **Signature of 1st Holder**  
Page No: 8, 57, 66, 67 & 68.
- **Signature of 2nd Holder**  
Page No: 11, 57, 66, 67 & 68.
- **NON-Individual - Authorised Signatories**  
Page No: 14, 57, 66, 67 & 68.

## CHECK LIST FOR FILLING KYC FORM (List of documents to be Submitted) - For Non-Individual

Types of Entity	Documentary Requirements	Please Tick
Corporate	Copy of the Audited balance sheets for the last 2 financial year (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, Proof of Identification, Proof of Address, PAN and DIN numbers of whole time directors/two directors in charge of day to day operations.	
	Photograph, Proof of Identification, Proof of Address, PAN of beneficiary owner who owns / entitled to more than 25% of shares/capital/profits / LEI	
	Copies of the Memorandum and Articles of Association and certificate of incorporation.	
	Copy of the Board Resolution or Declaration (on the Letterhead with common seal and stamp) naming the persons authorised to deal in securities on behalf of company/firm/others and their specimen signatures for investment in securities market.	
	Authorised signatories list with specimen signatures alongwith photo.	
LLP/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).	
	Certified copy of partnership deed	
	Authorised signatories list with specimen signatures alongwith photo.	
	Photograph, Proof of Identification, Proof of Address, PAN of beneficiary owner who owns / entitled to more than 15% of capital/profits	
Trust	Copy of the balance sheets/Income & Expenses statement for the last 2 financial years (to be submitted every year).	
	Certificate of registration (for registered trust only).	
	Certified copy of Trust deed And Trustee Agreement	
	List of trustees certified by managing trustees/CA.	
	Photograph, Proof of Identification, Proof of Address, PAN of beneficiary owner who owns / entitled to more than 15% of property/capital/profits	
HUF	PAN of HUF and Karta	
	Deed of declaration of HUF/ List of coparceners/ Letter of HUF	
	Bank pass-book/bank statement in the name of HUF.	
	Photograph, Proof of Identification, Proof of Address, PAN of Karta.	
Photograph (Passport Size)	Promoters (more than 5% stake)/ Partners/ Whole time Directors/ Authorised Persons/ Trustees/Beneficiary owners	
PAN Card	Certified photo copy of PAN Card of the Non Individual Promoters (more than 5% stake)/ Partners/ Whole time directors/ Authorised Persons	
Bank Proof (Any One)	Bank Statement (not more than 3 months old & seal and signature of the bank official in case no latest transaction)	
	Banker's Certificate on letter head of the bank certifying the account number and date from which the account is operational	
	Cancelled Personalized (in the name of the Non Individual Applicant) Cheque leaf	
Address Proof (Any One)	For the Non Individual Applicant	
	Bank Statement (not more than 3 months old & seal and signature of the bank official in case no latest transaction)	
	Ack. Copy of the IT Return	
	Leave & License Agreement/ Agreement for sale	
	Certified copy of Form No.18 filed with the Registrar of Companies along with filing fee receipt	
	For Promoters (>5 % stake)/ Partners/ Whole time directors/ Authorised Persons/ Trustees/ Beneficiary owners	

**CHECK LIST FOR FILLING KYC FORM (List of documents to be Submitted) - For Non-Individual**

Types of Entity	Documentary Requirements	Please Tick
	Unique Identification Number (UID) (Aadhaar)	
	Valid Passport (Name, Address & photo page)	
	Voter ID (front and back)	
	Valid Driving License (Name, Address & photo page)	
	Bank Passbook/ Statement (not more than 3 months old seal and signature of the bank official in case no latest transaction)	
	Banker's Certificate on letter head of the bank	
	Electricity Bill (not more than 2 months old)	
	Resident Landline Tel. Bill (not more than 2 months old)	
	Notarized Leave & License/ Rent Agreement/ Flat Sale Agreement	
	Other* (Pls. Specify)	
Income Proof of the Corporate Client for F&O (Any One)	Copy of ITR Acknowledgement (for the last three years)	
	Copy of Annual Accounts (for the last three years)	
	Net worth certificate (for the last three years)	
	Bank account statement for last 6 months	
	Copy of demat account Holding statement	
	Any other relevant documents substantiating ownership of assets	
Identity Proof of Promoters (more than 5% stake )/ Partners/Whole time Directors/ Authorised Persons /Trusties/ Beneficiary owners (Any One)	Valid Passport (Name, Address & photo page)	
	Voter ID (front and back)	
	Valid Driving License	
	PAN card	

\*Proof of address issued by any of the following: Bank Managers of Scheduled Commercial Banks/ Scheduled Co-Operative Bank/ Multinational Foreign Banks/ Gazetted Officer/ Notary Public/ Elected representatives to the Legislative Assembly/ Parliament/ Documents issued by any Govt. or Statutory Authority | Self declaration by High Court & Supreme Court Judges giving the address in respect of their own account | The proof of address in the name of the spouse may be accepted | Ration Card | Flat Maintenance Bill | Insurance Copy | Gas Bill | 1[Identity Card or Document with address, issued by Central or State Govt. & its dept., Statutory or Regulatory Authorities, Public sector undertaking, Schedule Commercial Bank, Public Financial Institutions, Colleges affiliated to Universities, Professional Bodies such as ICAI, ICWA, ICSI, Bar Council etc. to their members]

**IMPORTANT INSTRUCTIONS****GENERAL:**

- Trading Account will be in the name of First/Sole holder of Demat and/or Bank A/c only
- Thumb impression and signatures other than English, Hindi or any of the other language not contained in the 8th Schedule of the Constitution of India must be attested by a Magistrate or a Notary Public or a special Executive Magistrate
- Witness should be a person other than co-holder/ joint holder
- The applicant should authenticate any corrections/ alteration in the account opening form
- All the fields in the Form must be filled up by the applicant otherwise the Form may be rejected
- In case of Non Individual Applicant, signature shall be alongwith the Applicant's seal. Signature should be preferably in black ink.
- In case of any correction/cancellation, please provide counter signature on the left side of the page.

## INSTRUCTIONS/GUIDELINES FOR FILLING KYC APPLICATION FORM

### General Instructions:

#### INSTRUCTIONS/GUIDELINES FOR FILLING KYC APPLICATION FORM

1. Self-Certification of documents is mandatory.
2. KYC number of applicant is mandatory for update/change of KYC details.
3. For particular section update, please tick (✓) in the box available before the section number and strike off the sections not required to be updated.
4. Copies of all documents that are submitted need to be compulsorily self-attested by the applicant 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 list mentioned under [I].
5. If any proof of identity or address is in a foreign language, then translation into English is required.
6. Name & address of the applicant mentioned on the KYC form, should match with the documentary proof submitted.
7. If correspondence & permanent addresses are different, then proofs for both have to be submitted.
8. Sole proprietor must make the application in his individual name & capacity.
9. 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.
10. In case of Merchant Navy NRI's, Mariner's declaration or certified copy of CDC (Continuous Discharge Certificate) is to be submitted.
11. 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.

#### A. Clarification / Guidelines on filling 'Identity Details' section

1. Name: Please state the name with Prefix (Mr/Mrs/Ms/Dr/etc.). The name should match the name as mentioned in the Proof of Identity submitted failing which the application is liable to be rejected.
2. Either father's name or spouse's name is to be mandatorily furnished. In case PAN is not available father's name is mandatory.

#### B. Clarification/Guidelines on filling details if applicant residence for tax purposes in jurisdiction(s) outside India

1. Tax identification Number (TIN): TIN need not be reported if it has not been issued by the jurisdiction. However, if the said jurisdiction has issued a high integrity number with an equivalent level of identification (a "Functional equivalent"), the same may be reported. Examples of that type of number for individual include, a social security/ insurance number, citizen/personal identification/services code/number, and resident registration number)

#### C. Clarification/ Guidelines on filling 'Proof of Identity [PoI]' section, if PAN Card copy is not enclosed/For PAN exempt Investors

1. If driving license number or passport is provided as proof of identity then expiry date is to be mandatorily furnished.
2. Mention identification / reference number if 'Z – Others (any document notified by the central government)' is ticked.
3. Others – Identity card with applicant's photograph issued by any of the following: Central/ State Government 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.
4. Letter issued by a gazetted officer, with a duly attested photograph of the person.

#### D. Clarification / Guidelines on filling 'Proof of Address [PoA] section

1. PoA to be submitted only if the submitted PoI does not have an address or address as per PoI is invalid or not in force.
2. State / U.T Code and Pin / Post Code will not be mandatory for Overseas addresses.
3. Others includes – Utility bill which is not more than two months old of any service provider (electricity, telephone, post-paid mobile phone, piped gas, water bill); Bank account or Post Office savings bank account statement; Documents issued by Government departments of foreign jurisdictions and letter issued by Foreign Embassy or Mission in India; Identity card with applicant's photograph and address issued by any of the following: Central/ State Government 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.



## INSTRUCTIONS/GUIDELINES FOR FILLING KYC APPLICATION FORM

### E. Clarification / Guidelines on filling 'Proof of Address [PoA] - Correspondence / Local Address details' section

1. To be filled only in case the PoA is not the local address or address where the customer is currently residing. No separate PoA is required to be submitted.
2. In case of multiple correspondence / local addresses, Please fill 'Annexure A1'
3. Others includes – Utility bill which is not more than two months old of any service provider (electricity, telephone, post-paid mobile phone, piped gas, water bill); Bank account or Post Office savings bank account statement; Documents issued by Government departments of foreign jurisdictions and letter issued by Foreign Embassy or Mission in India; Identity card with applicant's photograph and address issued by any of the following: Central/ State Government 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.

### F. Clarification / 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. Do not add '0' in the beginning of Mobile number.

### G. Clarification / Guidelines on filling 'Related Person details' section

1. Provide KYC number of related person if available.

### H. Clarification / Guidelines on filling 'Related Person details – Proof of Identity [PoI] of Related Person' section

1. Mention identification / reference number if 'Z- Others (any document notified by the central government)' is ticked.

### I. List of people authorized to attest the documents after verification with the originals:

1. Authorised officials of Asset Management Companies (AMC).
2. Authorised officials of Registrar & Transfer Agent (R&T) acting on behalf of the AMC.
3. KYD compliant mutual fund distributors.
4. 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).
5. 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.
6. Government authorised officials who are empowered to issue Apostille Certificates.

### J. List of people authorized to perform In Person Verification (IPV):

1. Authorised officials of Asset Management Companies (AMC).
2. Authorised officials of Registrar & Transfer Agent (R&T) acting on behalf of the AMC.
3. KYD compliant mutual fund distributors.
4. Manager of a Scheduled Commercial/Co-operative Bank or Multinational Foreign Banks (for investors investing directly).
5. In case of NRI applicants, a person permitted to attest documents, may also conduct the In Person Verification and confirm this in the KYC Form.

### K. PAN Exempt Investor Category

1. Investments (including SIPs), in Mutual Fund schemes up to INR 50,000/- per investor per year per Mutual Fund.
2. Transactions undertaken on behalf of Central/State Government, by officials appointed by Courts, e.g., Official liquidator, Court receiver, etc.
3. Investors residing in the state of Sikkim.
4. UN entities/multilateral agencies exempt from paying taxes/filing tax returns in India.
5. Form 60



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

## For office use only

Application Type\* ☐ New ☐ Update/Modification KYC Number \_\_\_\_\_ (Mandatory for KYC update request)Account Type\* ☐ Normal ☐ Aadhaar/EKYC OTP based (in non-face to face mode) ☐ Minor

## 1. PERSONAL DETAILS\*

Prefix First Name Middle Name Last Name

Name\* (Same as ID proof) \_\_\_\_\_

Maiden Name \_\_\_\_\_

Father / Spouse Name\* \_\_\_\_\_

Mother Name\* \_\_\_\_\_

Date of Birth\* \_\_\_\_\_ PAN No.\* \_\_\_\_\_ ☐ Form 60 furnished

Gender\* ☐ M- Male ☐ F- Female ☐ T-Transgender

Marital Status \* ☐ Single ☐ Married Current Nationality \* ☐ Indian ☐ Other \_\_\_\_\_

Residential Status\* ☐ Resident Individual ☐ Non Resident Indian ☐ Foreign National ☐ Person of Indian Origin

Occupation Type\* ☐ S-Service ( ☐ Private Sector ☐ Public Sector ☐ Government Sector ) ☐ O-Others ( ☐ Professional ☐ Self Employed ☐ Retired ☐ Housewife ☐ Students ) ☐ B-Business ☐ X- Not Categorized

## 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 (any one 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 Aadhar

☐ Z - Others \_\_\_\_\_ (any document notified by Central Government)

Identification Number \_\_\_\_\_

II ☐ G - KYC Authentication  III ☐ Other verification of Aadhar

## Address

Line 1\* \_\_\_\_\_

Line 2 \_\_\_\_\_

Line 3 \_\_\_\_\_ City / Town / Village\* \_\_\_\_\_

District\* \_\_\_\_\_ State\* \_\_\_\_\_ Country\* \_\_\_\_\_

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

Address Type\* ☐ Residential/Business ☐ Residential ☐ Business ☐ Registered Office ☐ Unspecified

### 3. CURRENT ADDRESS DETAILS

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

I Certified copy of OVD equivalent e-document of OVD or OVD obtained through digital KYC process needs to be submitted (any one 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 Aadhar  II ☐ G - KYC Authentication

☐ Z - Others \_\_\_\_\_ (any document notified by Central Government) Identification Number \_\_\_\_\_

III ☐ Other verification of Aadhar  IV ☐ Deemed Proof of Address - Document Type code

#### Address

Line 1\* \_\_\_\_\_

Line 2 \_\_\_\_\_

Line 3 \_\_\_\_\_ City / Town / Village\* \_\_\_\_\_

District\* \_\_\_\_\_ State\* \_\_\_\_\_ Country\* \_\_\_\_\_

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

Address Type\* ☐ Residential/Business ☐ Residential ☐ Business ☐ Registered Office ☐ Unspecified

### 4. CONTACT DETAILS (IN CAPITAL) (All communications will be sent on provided Mobile number)

Tel. (Off) \_\_\_\_\_ Tel. (Res.) \_\_\_\_\_ Mobile\* \_\_\_\_\_

Email ID\* \_\_\_\_\_

### 5. REMARKS (if any)

\_\_\_\_\_  
\_\_\_\_\_

### 6. 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. In case 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.

#### PHOTO



Please affix the recent passport size photograph and sign across Photograph

Geo Tagging \_\_\_\_\_

Signature of First Holder

1/12



Place : \_\_\_\_\_

☐ 7. ATTESTATION / FOR OFFICE USE ONLY ☐ If Already Verified

Documents Received

☐ Certified Copies

☐ E-KYC code received from UIDAI

☐ Date received from Offline verification

☐ Digital KYC Process

☐ Equivalent e-document

INSTITUTION DETAILS

Name

Neo Asset Management Private Limited

(Institution Stamp)

☐ Originals verified and Self attested / certified Document copies received

Details	KYC Verification & Documents verified with original carried out by	Client Interviewed By	In person Verification done by
Name of the Employee			
Employee Code			
Designation of the Employee			
Date			
Signature			

This Space Is Intentionally Kept Blank

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

## For office use only

Application Type\* ☐ New ☐ Update/Modification KYC Number \_\_\_\_\_ (Mandatory for KYC update request)Account Type\* ☐ Normal ☐ Aadhaar/EKYC OTP based (in non-face to face mode) ☐ Minor

## 1. PERSONAL DETAILS\*

Prefix First Name Middle Name Last Name

Name\* (Same as ID proof) \_\_\_\_\_

Maiden Name \_\_\_\_\_

Father / Spouse Name\* \_\_\_\_\_

Mother Name\* \_\_\_\_\_

Date of Birth\* \_\_\_\_\_ PAN No.\* \_\_\_\_\_ ☐ Form 60 furnished

Gender\* ☐ M- Male ☐ F- Female ☐ T-Transgender

Marital Status \* ☐ Single ☐ Married Current Nationality \* ☐ Indian ☐ Other \_\_\_\_\_

Residential Status\* ☐ Resident Individual ☐ Non Resident Indian ☐ Foreign National ☐ Person of Indian Origin

Occupation Type\* ☐ S-Service ( ☐ Private Sector ☐ Public Sector ☐ Government Sector ) ☐ O-Others ( ☐ Professional ☐ Self Employed ☐ Retired ☐ Housewife ☐ Students ) ☐ B-Business ☐ X- Not Categorized

## 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 (any one 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 Aadhar

☐ Z - Others \_\_\_\_\_ (any document notified by Central Government)

Identification Number \_\_\_\_\_

II ☐ G - KYC Authentication  III ☐ Other verification of Aadhar

## Address

Line 1\* \_\_\_\_\_

Line 2 \_\_\_\_\_

Line 3 \_\_\_\_\_ City / Town / Village\* \_\_\_\_\_

District\* \_\_\_\_\_ State\* \_\_\_\_\_ Country\* \_\_\_\_\_

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

Address Type\* ☐ Residential/Business ☐ Residential ☐ Business ☐ Registered Office ☐ Unspecified



### 3. CURRENT ADDRESS DETAILS

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

I Certified copy of OVD equivalent e-document of OVD or OVD obtained through digital KYC process needs to be submitted (any one 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 Aadhar  II ☐ G - KYC Authentication

☐ Z - Others \_\_\_\_\_ (any document notified by Central Government) Identification Number \_\_\_\_\_

III ☐ Other verification of Aadhar  IV ☐ Deemed Proof of Address - Document Type code

#### Address

Line 1\* \_\_\_\_\_

Line 2 \_\_\_\_\_

Line 3 \_\_\_\_\_ City / Town / Village\* \_\_\_\_\_

District\* \_\_\_\_\_ State\* \_\_\_\_\_ Country\* \_\_\_\_\_

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

Address Type\* ☐ Residential/Business ☐ Residential ☐ Business ☐ Registered Office ☐ Unspecified

### 4. CONTACT DETAILS (IN CAPITAL) (All communications will be sent on provided Mobile number)

Tel. (Off) \_\_\_\_\_ Tel. (Res.) \_\_\_\_\_ Mobile\* \_\_\_\_\_

Email ID\* \_\_\_\_\_

### 5. REMARKS (if any)

\_\_\_\_\_  
\_\_\_\_\_

### 6. 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. In case 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.

#### PHOTO



Please affix the recent passport size photograph and sign across Photograph

Geo Tagging \_\_\_\_\_

Signature of Second Holder

1/12



Place : \_\_\_\_\_

☐ 7. ATTESTATION / FOR OFFICE USE ONLY ☐ If Already Verified

Documents Received

☐ Certified Copies

☐ E-KYC code received from UIDAI

☐ Date received from Offline verification

☐ Digital KYC Process

☐ Equivalent e-document

INSTITUTION DETAILS

Name **Neo Asset Management Private Limited**

(Institution Stamp)

☐ Originals verified and Self attested / certified Document copies received

Details	KYC Verification & Documents verified with original carried out by	Client Interviewed By	In person Verification done by
Name of the Employee			
Employee Code			
Designation of the Employee			
Date			
Signature			

This Space Is Intentionally Kept Blank

**For office use only  
(To be filled by  
financial institution)**

KYC Number \_\_\_\_\_ (Mandatory for KYC update request)

Name

Entity Conatitution Type*	Others (Specify)
---------------------------	------------------

☐ HUF      ☐ LLP      ☐ Partnership Firm      ☐ Trust

Date of Incorporation/Formation\* \_\_\_\_\_ Date of Commencement of Business \_\_\_\_\_

Place of Incorporation/Formation\* \_\_\_\_\_ Country of Incorporation/Formation\*   TIN or Equivalent Issuing Country  

PAN\*  ☐ Form 60 furnished      Registration No. (e.g. CIN)

TIN / GST Registration No. 

Officially valid document(s) in receipt of person authorised to transact

☐ Certificate of Incorporation / Formation ☐ Registration 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)

### ☐ 3.1 Registered Office Address / Place of business / Correspondence Address

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

Line 1\*

Line 2 \_\_\_\_\_

Line 3 \_\_\_\_\_ City / Town / Village \_\_\_\_\_

District\* \_\_\_\_\_ Pin / Post Code\* 

--	--	--	--	--

 State\* \_\_\_\_\_ Country \* \_\_\_\_\_

☐ 3.2 Local Address in the India (if different from Above)\* / Permanent Address

☐ Certificate of Incorporation / Formation ☐ Registration Certificate ☐ Other document \_\_\_\_\_

☐ Latest Telephone Bill\* (Landline Only) ☐ Latest Electricity Bill\* ☐ Latest Bank Account Statement\*

☐ Registered Lease / Sale Agreement of Office Premises      Validity / Expiry Date of POA (Expiry Date) \_\_\_\_\_

☐ Any other proof of address document (as listed overleaf)

#### 4. CONTACT DETAILS (IN CAPITAL)

Tel. (Off) \_\_\_\_\_ Fax \_\_\_\_\_

Mobile \_\_\_\_\_ Email ID \_\_\_\_\_

Mobile \_\_\_\_\_ Email ID \_\_\_\_\_

#### 5. NUMBER OF RELATED PERSONS

Tel. (Off) \_\_\_\_\_ Fax \_\_\_\_\_

Mobile \_\_\_\_\_ Email ID \_\_\_\_\_

Mobile \_\_\_\_\_ Email ID \_\_\_\_\_

#### 6. REMARKS (if any)

\_\_\_\_\_  
\_\_\_\_\_

#### 7. APPLICANT DECLARATION

- I hereby declare that the details furnished above are true and correct to the best of my/our knowledge and belief and I 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 am/ We are aware that I/We may be held liable for it.

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

Place : \_\_\_\_\_



Authorised Signatory

#### 8. ATTESTATION / FOR OFFICE USE ONLY ☐ If Already Verified ☐ KRA NO.

Documents Received ☐ Certified Copies

☐ E-KYC code received from UIDAI

☐ Date received from Offline verification

☐ Digital KYC Process

☐ Equivalent e-document

##### INSTITUTION DETAILS

Name **NEO ASSET MANAGEMENT PRIVATE LIMITED**

(Institution Stamp)

☐ Originals verified and Self attested / certified Document copies received

Details	KYC Verification & Documents verified with original carried out by	Client Interviewed By	In person Verification done by
Name of the Employee			
Employee Code			
Designation of the Employee			
Date			
Signature			



## Annexure A2 | Legal Entity | Other than Individuals

### Know Your Customer (KYC) Application Form | Legal Entity / Other than Individual

**For office use only**  
**(To be filled by**  
**financial institution)**

Application Type\* ☐ New ☐ Update/Modification

KYC Number \_\_\_\_\_ (Mandatory for KYC update request)

**Note :- In case of additional related persons (Director, partner, promoters, trustee, authorized signatory, etc.), kindly attach Annexure A2 for each.**

#### ☐ 1. DETAILS OF RELATED PERSON\*

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

KRA Identifier: \_\_\_\_\_ KYC Number of Related Person (if available\*) \_\_\_\_\_

*If KYC number is available, only 'Related Person Type' & 'Name' is mandatory*

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

☐ Beneficiary ☐ Authorised Signatory ☐ Beneficial Owner ☐ Power of Attorney Holder ☐ Other (Please specify) \_\_\_\_\_

DIN (Director Identification Number) \_\_\_\_\_ (Mandatory if Related Person Type is Director)

#### ☐ 1.1 PERSONAL DETAILS

	Prefix	First Name	Middle Name	Last Name
Name* (Same as ID proof)	_____	_____	_____	_____
Maiden Name	_____	_____	_____	_____
Father / Spouse Name*	_____	_____	_____	_____
Mother Name	_____	_____	_____	_____
Date of Birth*	_____			
Gender*	<input type="checkbox"/> M- Male	<input type="checkbox"/> F- Female	<input type="checkbox"/> T-Transgender	
Nationality*	<input type="checkbox"/> IN-Indian	<input type="checkbox"/> Others (ISO 3166 Country Code <input type="text"/> <input type="text"/> )		
PAN*	_____	<input type="checkbox"/> Form 60 furnished		

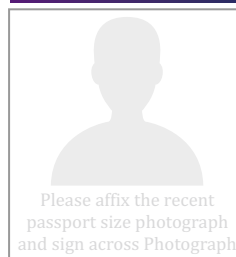
#### ☐ 1.2 PROOF OF IDENTITY AND ADDRESS\*

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
- ☐ C - Driving Licence
- ☐ D - NREGA Job Card
- ☐ E - National Population Register Letter
- ☐ F - Proof of Possession of Aadhar
- ☐ F - Proof of Possession of Aadhar

- II ☐ E - E-KYC Authentication
- ☐ Z - Others \_\_\_\_\_ (any document notified by Central Government)

**PHOTO**



#### Address

Line 1\* \_\_\_\_\_

Line 2 \_\_\_\_\_

Line 3 \_\_\_\_\_ City / Town / Village \_\_\_\_\_

District\* \_\_\_\_\_ Pin / Post Code\*       State \_\_\_\_\_ Country \_\_\_\_\_

Address Type\* ☐ Residential/Business ☐ Residential ☐ Business ☐ Registered Office ☐ Unspecified

### 1.3 CURRENT ADDRESS DETAILS

☐ 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 Aadhar

☐ Z - Others \_\_\_\_\_ (any document notified by Central Government) Identification Number \_\_\_\_\_

II ☐ E - E-KYC Authentication

III ☐ F - Offline verification of Aadhaar

IV ☐ Deemed PoA

V ☐ Self Declaration

#### Address

Line 1\*

Line 2

Line 3  City / Town / Village

District\*  Pin / Post Code\*  State\*  Country\*

Address Type\* ☐ Residential/Business ☐ Residential ☐ Business ☐ Registered Office ☐ Unspecified

### 1.4 CONTACT DETAILS (All communication will be sent on provided mobile no.)

Tel. (Off)  Tel. (Res.)  Mobile

Email ID

### 2. APPLICANT DECLARATION

- I 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 am / We are aware that I / We may be held liable for it.

Date :

Place :

Authorised Signatory

### 8. ATTESTATION / FOR OFFICE USE ONLY ☐ If Already Verified

KRA NO.

Documents Received ☐ Certified Copies

☐ E-KYC code received from UIDAI

☐ Date received from Offline verification

☐ Digital KYC Process

☐ Equivalent e-document

#### INSTITUTION DETAILS

Name **NEO ASSET MANAGEMENT PRIVATE LIMITED**

(Institution Stamp)

☐ Originals verified and Self attested / certified Document copies received

Details	KYC Verification & Documents verified with original carried out by	Client Interviewed By	In person Verification done by
Name of the Employee			
Employee Code			
Designation of the Employee			
Date			
Signature			

## Annexure A2 | Legal Entity | Other than Individuals

### Know Your Customer (KYC) Application Form | Legal Entity / Other than Individual

**For office use only**  
**(To be filled by**  
**financial institution)**

Application Type\* ☐ New ☐ Update/Modification

KYC Number \_\_\_\_\_ (Mandatory for KYC update request)

**Note :- In case of additional related persons (Director, partner, promoters, trustee, authorized signatory, etc.), kindly attach Annexure A2 for each.**

#### ☐ 1. DETAILS OF RELATED PERSON\*

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

KRA Identifier: \_\_\_\_\_ KYC Number of Related Person (if available\*) \_\_\_\_\_

*If KYC number is available, only 'Related Person Type' & 'Name' is mandatory*

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

☐ Beneficiary ☐ Authorised Signatory ☐ Beneficial Owner ☐ Power of Attorney Holder ☐ Other (Please specify) \_\_\_\_\_

DIN (Director Identification Number) \_\_\_\_\_ (Mandatory if Related Person Type is Director)

#### ☐ 1.1 PERSONAL DETAILS

	Prefix	First Name	Middle Name	Last Name
Name* (Same as ID proof)	_____	_____	_____	_____
Maiden Name	_____	_____	_____	_____
Father / Spouse Name*	_____	_____	_____	_____
Mother Name	_____	_____	_____	_____
Date of Birth*	_____			
Gender*	<input type="checkbox"/> M- Male	<input type="checkbox"/> F- Female	<input type="checkbox"/> T-Transgender	
Nationality*	<input type="checkbox"/> IN-Indian	<input type="checkbox"/> Others (ISO 3166 Country Code <input type="text"/> <input type="text"/> )		
PAN*	_____	<input type="checkbox"/> Form 60 furnished		

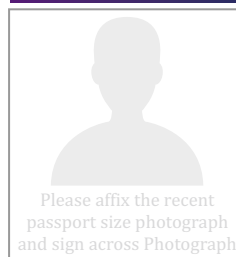
#### ☐ 1.2 PROOF OF IDENTITY AND ADDRESS\*

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
- ☐ C - Driving Licence
- ☐ D - NREGA Job Card
- ☐ E - National Population Register Letter
- ☐ F - Proof of Possession of Aadhar
- ☐ F - Proof of Possession of Aadhar

- II ☐ E - E-KYC Authentication
- ☐ Z - Others \_\_\_\_\_ (any document notified by Central Government)

**PHOTO**



#### Address

Line 1\* \_\_\_\_\_

Line 2 \_\_\_\_\_

Line 3 \_\_\_\_\_ City / Town / Village \_\_\_\_\_

District\* \_\_\_\_\_ Pin / Post Code\*       State \_\_\_\_\_ Country \_\_\_\_\_

Address Type\* ☐ Residential/Business ☐ Residential ☐ Business ☐ Registered Office ☐ Unspecified

### 1.3 CURRENT ADDRESS DETAILS

☐ 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 Aadhar

☐ Z - Others \_\_\_\_\_ (any document notified by Central Government) Identification Number \_\_\_\_\_

II ☐ E - E-KYC Authentication

III ☐ F - Offline verification of Aadhaar

IV ☐ Deemed PoA

V ☐ Self Declaration

#### Address

Line 1\*

Line 2

Line 3  City / Town / Village

District\*  Pin / Post Code\*  State\*  Country\*

Address Type\* ☐ Residential/Business ☐ Residential ☐ Business ☐ Registered Office ☐ Unspecified

### 1.4 CONTACT DETAILS (All communication will be sent on provided mobile no.)

Tel. (Off)  Tel. (Res.)  Mobile

Email ID

### 2. APPLICANT DECLARATION

- I 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 am / We are aware that I / We may be held liable for it.

Date :

Place :

Authorised Signatory

### 8. ATTESTATION / FOR OFFICE USE ONLY ☐ If Already Verified

KRA NO.

Documents Received ☐ Certified Copies

☐ E-KYC code received from UIDAI

☐ Date received from Offline verification

☐ Digital KYC Process

☐ Equivalent e-document

#### INSTITUTION DETAILS

Name **NEO ASSET MANAGEMENT PRIVATE LIMITED**

(Institution Stamp)

☐ Originals verified and Self attested / certified Document copies received

Details	KYC Verification & Documents verified with original carried out by	Client Interviewed By	In person Verification done by
Name of the Employee			
Employee Code			
Designation of the Employee			
Date			
Signature			



## Annexure A2 | Legal Entity | Other than Individuals

### Know Your Customer (KYC) Application Form | Legal Entity / Other than Individual

**For office use only**  
**(To be filled by**  
**financial institution)**

Application Type\* ☐ New ☐ Update/Modification

KYC Number \_\_\_\_\_ (Mandatory for KYC update request)

**Note :- In case of additional related persons (Director, partner, promoters, trustee, authorized signatory, etc.), kindly attach Annexure A2 for each.**

#### ☐ 1. DETAILS OF RELATED PERSON\*

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

KRA Identifier: \_\_\_\_\_ KYC Number of Related Person (if available\*) \_\_\_\_\_

If KYC number is available, only 'Related Person Type' & 'Name' is mandatory

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

☐ Beneficiary ☐ Authorised Signatory ☐ Beneficial Owner ☐ Power of Attorney Holder ☐ Other (Please specify) \_\_\_\_\_

DIN (Director Identification Number) \_\_\_\_\_ (Mandatory if Related Person Type is Director)

#### ☐ 1.1 PERSONAL DETAILS

	Prefix	First Name	Middle Name	Last Name
Name* (Same as ID proof)	_____	_____	_____	_____
Maiden Name	_____	_____	_____	_____
Father / Spouse Name*	_____	_____	_____	_____
Mother Name	_____	_____	_____	_____
Date of Birth*	_____			
Gender*	<input type="checkbox"/> M- Male	<input type="checkbox"/> F- Female	<input type="checkbox"/> T-Transgender	
Nationality*	<input type="checkbox"/> IN-Indian	<input type="checkbox"/> Others (ISO 3166 Country Code <input type="text"/> <input type="text"/> )		
PAN*	_____	<input type="checkbox"/> Form 60 furnished		

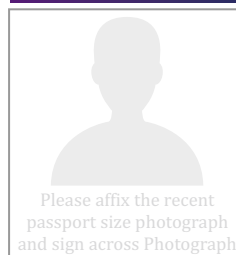
#### ☐ 1.2 PROOF OF IDENTITY AND ADDRESS\*

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
- ☐ C - Driving Licence
- ☐ D - NREGA Job Card
- ☐ E - National Population Register Letter
- ☐ F - Proof of Possession of Aadhar
- ☐ F - Proof of Possession of Aadhar

- II ☐ E - E-KYC Authentication
- ☐ Z - Others \_\_\_\_\_ (any document notified by Central Government)

**PHOTO**



#### Address

Line 1\* \_\_\_\_\_

Line 2 \_\_\_\_\_

Line 3 \_\_\_\_\_ City / Town / Village \_\_\_\_\_

District\* \_\_\_\_\_ Pin / Post Code\*       State \_\_\_\_\_ Country \_\_\_\_\_

Address Type\* ☐ Residential/Business ☐ Residential ☐ Business ☐ Registered Office ☐ Unspecified

### 1.3 CURRENT ADDRESS DETAILS

☐ 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 Aadhar

☐ Z - Others \_\_\_\_\_ (any document notified by Central Government) Identification Number \_\_\_\_\_

II ☐ E - E-KYC Authentication

III ☐ F - Offline verification of Aadhaar

IV ☐ Deemed PoA

V ☐ Self Declaration

#### Address

Line 1\* \_\_\_\_\_

Line 2 \_\_\_\_\_

Line 3 \_\_\_\_\_ City / Town / Village \_\_\_\_\_

District\* \_\_\_\_\_ Pin / Post Code\*  State\* \_\_\_\_\_ Country\* \_\_\_\_\_

Address Type\* ☐ Residential/Business ☐ Residential ☐ Business ☐ Registered Office ☐ Unspecified

### 1.4 CONTACT DETAILS (All communication will be sent on provided mobile no.)

Tel. (Off) \_\_\_\_\_ Tel. (Res.) \_\_\_\_\_ Mobile \_\_\_\_\_

Email ID \_\_\_\_\_

### 2. APPLICANT DECLARATION

- I 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 am / We are aware that I / We may be held liable for it.

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

Place : \_\_\_\_\_



Authorised Signatory

### 8. ATTESTATION / FOR OFFICE USE ONLY ☐ If Already Verified KRA NO. \_\_\_\_\_

Documents Received ☐ Certified Copies

☐ E-KYC code received from UIDAI

☐ Date received from Offline verification

☐ Digital KYC Process

☐ Equivalent e-document

#### INSTITUTION DETAILS

Name **NEO ASSET MANAGEMENT PRIVATE LIMITED**

(Institution Stamp)

☐ Originals verified and Self attested / certified Document copies received

Details	KYC Verification & Documents verified with original carried out by	Client Interviewed By	In person Verification done by
Name of the Employee			
Employee Code			
Designation of the Employee			
Date			
Signature			

## KNOW YOUR CLIENT

### A. Details of the First Holder/ Non Individual Account

1. Name of the Applicant (Name of the First Holder/ Non Individual Account)

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

Salutation : \_\_\_\_\_ (For eg. Mr. Shah)

2. a. Gender ☐ Male ☐ Female ☐ Others \_\_\_\_\_ b. Marital Status ☐ Single ☐ Married (In case of Individual A/c.) ☐ Others \_\_\_\_\_

c. Date of Birth/ Date of Incorporation \_\_\_\_\_ D D / M M / Y Y Y Y

3. Nationality ☐ Indian ☐ Other \_\_\_\_\_

4. Status Please tick (✓) ☐ Resident Individual ☐ NRI NRE/NRO ☐ Company ☐ HUF ☐ Partnership  
☐ LLP ☐ Trust ☐ Other (please specify) \_\_\_\_\_

5. PAN No. : \_\_\_\_\_

6. LEI Code : \_\_\_\_\_ (In case of Non Individual A/c.)

7. Aadhaar No. : \_\_\_\_\_ (In case of Individual A/c.)

8. CKYC No. : \_\_\_\_\_ (In case of Individual/Non Ind A/c.)

9. Mother Maiden Name : \_\_\_\_\_ (In case of Individual A/c.)

### B. Address Details of the First Holder/ Non Individual Account

1. Complete Correspondence Address \_\_\_\_\_

Pin Code : \_\_\_\_\_

2. Contact Details

Contact Person/Authorised Signatory 1 (In case of Non Individual) : \_\_\_\_\_

Tel. (Off): \_\_\_\_\_ Tel. (Resi): \_\_\_\_\_ Mobile : \_\_\_\_\_

Email-ID : \_\_\_\_\_

Authorised Signatory 2 (In case of Non Individual) : \_\_\_\_\_

Tel. (Off): \_\_\_\_\_ Tel. (Resi): \_\_\_\_\_ Mobile : \_\_\_\_\_

Email-ID : \_\_\_\_\_

### C. Details of Second Holder

1. Name : \_\_\_\_\_

2. a. Gender ☐ Male ☐ Female b. Marital Status ☐ Single ☐ Married c. Date of Birth \_\_\_\_\_ D D / M M / Y Y

3. Nationality ☐ Indian ☐ Other (please specify) \_\_\_\_\_

4. Status Please tick (✓) ☐ Resident Individual ☐ NRI NRE/NRO ☐ Other (please specify) \_\_\_\_\_

5. PAN No. : \_\_\_\_\_ 6. Aadhaar No. : \_\_\_\_\_

7. CKYC No. : \_\_\_\_\_

8. Mother Maiden Name : \_\_\_\_\_

### D. Details of Third Holder

1. Name : \_\_\_\_\_

2. a. Gender ☐ Male ☐ Female b. Marital Status ☐ Single ☐ Married c. Date of Birth \_\_\_\_\_ D D / M M / Y Y Y Y

3. Nationality ☐ Indian Other (please specify) \_\_\_\_\_

4. Status Please tick (✓) ☐ Resident Individual ☐ NRI - NRE/NRO ☐ Other (please specify) \_\_\_\_\_

5. PAN No. : \_\_\_\_\_ 6. Aadhaar No. : \_\_\_\_\_

7. CKYC No. : \_\_\_\_\_

8. Mother Maiden Name : \_\_\_\_\_

**FATCA-CRS KYC INFORMATION & DECLARATION - INDIVIDUALS & HUF (FIRST HOLDER)**

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

PAN*	_____
Name	_____
Place of Birth	_____
Country of Birth	_____

Gross Annual Income Details in INR	Below 1 Lakh <input type="checkbox"/>	5 - 10 Lakhs <input type="checkbox"/>	25 Lakhs - 1 Crore <input type="checkbox"/>	Net Worth in INR. in Lakhs
	1 - 5 Lakhs <input type="checkbox"/>	10 - 25 - Lakhs <input type="checkbox"/>	> 1 Crore <input type="checkbox"/>	Net Worth as on <u>DD / MM / YYYY</u>

Occupation Details	Business <input type="checkbox"/>	Professional <input type="checkbox"/>	Public Sector <input type="checkbox"/>	Housewife <input type="checkbox"/>	Retired <input type="checkbox"/>	Others (please specify)
	Private Sector <input type="checkbox"/>	Government Service <input type="checkbox"/>	Agriculturist <input type="checkbox"/>	Student <input type="checkbox"/>	Forex Dealer <input type="checkbox"/>	_____

Politically Exposed Person [PEP]	Yes <input type="checkbox"/>	Retired to PEP <input type="checkbox"/>	Not applicable <input type="checkbox"/>
----------------------------------	------------------------------	-----------------------------------------	-----------------------------------------

Are you a tax resident of any country other than India?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
---------------------------------------------------------	------------------------------	-----------------------------

If yes, please indicate all countries in which you are resident for tax purposes and the associated Tax ID Numbers below.

Country	Tax Identification number	Identification Type (TIN or Order, please specify)

# To also include USA, where the individual is a citizen / green card holder of The USA

% In case Tax Identification Number is not available, kindly provide its functional equivalent.

**CERTIFICATION**

I/ We have understood the information requirements of this Form (read along with the FATCA & CRS Instructions) and hereby confirm that the information provided by me/us on this Form is true, correct, and complete. I/ We also confirm that I/ We have read and understood the FATCA & CRS Terms and Conditions below and hereby accept the same.

I/ We understand that the information is required under Rules 114F to 114H of The Central Board of Direct Taxes as part of the Income- tax Rules, 1962, which Rules require Indian financial institutions such as the Bank to seek additional personal, tax and beneficial owner information and certain certifications and documentation. In relevant cases, information will have to be reported to tax authorities/ appointed agencies.

Should there be any change in any information provided to you, I/ We would inform you promptly, i.e. within 30 days.

Date : DD MM YYYY



**FATCA-CRS KYC INFORMATION & DECLARATION - INDIVIDUALS & HUF (SECOND HOLDER)**

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

PAN*	_____
Name	_____
Place of Birth	_____
Country of Birth	_____

Gross Annual Income Details in INR	Below 1 Lakh <input type="checkbox"/>	5 - 10 Lakhs <input type="checkbox"/>	25 Lakhs - 1 Crore <input type="checkbox"/>	Net Worth in INR. in Lakhs
	1 - 5 Lakhs <input type="checkbox"/>	10 - 25 - Lakhs <input type="checkbox"/>	> 1 Crore <input type="checkbox"/>	Net Worth as on <u>DD / MM / YYYY</u>

Occupation Details	Business <input type="checkbox"/>	Professional <input type="checkbox"/>	Public Sector <input type="checkbox"/>	Housewife <input type="checkbox"/>	Retired <input type="checkbox"/>	Others (please specify)
	Private Sector <input type="checkbox"/>	Government Service <input type="checkbox"/>	Agriculturist <input type="checkbox"/>	Student <input type="checkbox"/>	Forex Dealer <input type="checkbox"/>	_____

Politically Exposed Person [PEP]	Yes <input type="checkbox"/>	Retired to PEP <input type="checkbox"/>	Not applicable <input type="checkbox"/>
----------------------------------	------------------------------	-----------------------------------------	-----------------------------------------

Are you a tax resident of any country other than India?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
---------------------------------------------------------	------------------------------	-----------------------------

If yes, please indicate all countries in which you are resident for tax purposes and the associated Tax ID Numbers below.

Country	Tax Identification number	Identification Type (TIN or Order, please specify)

# To also include USA, where the individual is a citizen / green card holder of The USA

% In case Tax Identification Number is not available, kindly provide its functional equivalent.

**CERTIFICATION**

I/ We have understood the information requirements of this Form (read along with the FATCA & CRS Instructions) and hereby confirm that the information provided by me/us on this Form is true, correct, and complete. I/ We also confirm that I/ We have read and understood the FATCA & CRS Terms and Conditions below and hereby accept the same.

I/ We understand that the information is required under Rules 114F to 114H of The Central Board of Direct Taxes as part of the Income- tax Rules, 1962, which Rules require Indian financial institutions such as the Bank to seek additional personal, tax and beneficial owner information and certain certifications and documentation. In relevant cases, information will have to be reported to tax authorities/ appointed agencies.

Should there be any change in any information provided to you, I/ We would inform you promptly, i.e. within 30 days.

Date : DD MM YYYY

## KYC INFORMATION &amp; FATCA-CRS DECLARATION - NON INDIVIDUAL

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

PAN* _____	Name _____
City of Incorporation _____	
Country of Incorporation _____	
Net Worth in INR. In Lakhs _____	Net Worth as on <u>DD / MM / YYYY</u> _____

Is the entity Involved in/providing any of these services.	Foreign Exchanges Money Changer Services	Yes <input type="checkbox"/> No <input type="checkbox"/>	Gaming/Gambling Lottery Services (e.g.) casting betting syndicates)	Yes <input type="checkbox"/> No <input type="checkbox"/> Pawning	Money Laundering/	Yes <input type="checkbox"/> No <input type="checkbox"/>
------------------------------------------------------------	---------------------------------------------	-------------------------------------------------------------	---------------------------------------------------------------------------	------------------------------------------------------------------------	-------------------	-------------------------------------------------------------

Any Other Information [if applicable] \_\_\_\_\_

Entity Constitution Type (Please tick as appropriate)	a) Partnership Firm <input type="checkbox"/> d) Society <input type="checkbox"/> g) Limited Liability Partnership <input type="checkbox"/>	b) Private Limited Company <input type="checkbox"/> e) AOP/BOI <input type="checkbox"/> h) Artificial Juridical Person <input type="checkbox"/>	c) Public Limited Company <input type="checkbox"/> f) Trust / Liquidator <input type="checkbox"/> i) Others specify <input type="checkbox"/>
----------------------------------------------------------	--------------------------------------------------------------------------------------------------------------------------------------------------	-------------------------------------------------------------------------------------------------------------------------------------------------------	----------------------------------------------------------------------------------------------------------------------------------------------------

Please tick the applicable tax resident declaration -

1. Is "Entity" a tax resident of any country other than India YES ☐ NO ☐

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

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

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

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

## FATCA-CRS Declaration

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

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

1	We are a, Financial institution <sup>6</sup> <input type="checkbox"/> or Direct reporting NFFE <sup>7</sup> <input type="checkbox"/> (please tick as appropriate)	GIIN Note: If you do not have a GIIN but you are sponsored by another entity, please provide your sponsor's GIIN above and indicate your sponsor's name below Name of sponsoring entity _____
GIIN not available (please tick as applicable) Not required to apply for - please specify 2 digits sub-category <sup>10</sup> <input type="text"/> <input type="text"/> <input type="checkbox"/> Not obtained – Non-participating FI		

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

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

<sup>1</sup>Refer 2a of Part D | <sup>2</sup>Refer 2b of Part D | <sup>3</sup>Refer 2c of Part D | <sup>6</sup>Refer 1 of Part D | <sup>7</sup>Refer 3(vii) of Part D | <sup>10</sup>Refer 1A of Part D

## UBO Declaration

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

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

Owner-documented FFI's<sup>5</sup> should provide FFI Owner Reporting Statement and Auditor's Letter with required details as mentioned in Form W8 BEN E

1.	Name _____	Tax ID Type _____	Address _____
	_____		
	Country _____	Beneficial Interest _____	
	Tax ID No. _____	Type Code _____	ZIP _____ State: _____ Country: _____
2.	Name _____	Tax ID Type _____	Address _____
	_____		
	Country _____	Beneficial Interest _____	
	Tax ID No. _____	Type Code _____	ZIP _____ State: _____ Country: _____
3.	Name _____	Tax ID Type _____	Address _____
	_____		
	Country _____	Beneficial Interest _____	
	Tax ID No. _____	Type Code _____	ZIP _____ State: _____ Country: _____

If passive NFE, please provide below additional details. (Please attach additional sheets if necessary)

1.	PAN _____	Tax ID Type _____	DOB <u>DD / MM / YYYY</u>	
	City of Birth _____	Nationality _____	Gender : <input type="checkbox"/> Male <input type="checkbox"/> Female	
	Country of Birth _____	Father's Name _____	<input type="checkbox"/> Others _____	
2.	PAN _____	Tax ID Type _____	DOB <u>DD / MM / YYYY</u>	
	City of Birth _____	Nationality _____	Gender : <input type="checkbox"/> Male <input type="checkbox"/> Female	
	Country of Birth _____	Father's Name _____	<input type="checkbox"/> Others _____	
3.	PAN _____	Tax ID Type _____	DOB <u>DD / MM / YYYY</u>	
	City of Birth _____	Nationality _____	Gender : <input type="checkbox"/> Male <input type="checkbox"/> Female	
	Country of Birth _____	Father's Name _____	<input type="checkbox"/> Others _____	

# Additional details to be filled by controlling persons with tax residency/ permanent residency/ citizenship/ Green Card in any country other than India:

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

% In case Tax Identification Number is not available, kindly provide functional equivalent

<sup>4</sup>Refer 3(iii) of Part D | <sup>5</sup>Refer 3(vi) of Part D | <sup>11</sup>Refer 3(iv) (A) of Part D

## FATCA Terms and Conditions

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

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

### Certification

I have understood the information requirements of this Form (read along with the Instructions & Definitions) and hereby confirm that the information provided by us on this Form is true, correct, and complete. I also confirm that I have read and understood the FATCA Terms and Conditions above and hereby accept the same.

Name \_\_\_\_\_

Designation \_\_\_\_\_

Place \_\_\_\_\_

Date \_\_\_\_/\_\_\_\_/\_\_\_\_

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## COMMON RISK PROFILE

## Questionnaire for corporate/institutional entities

1. What is your total investment experience (excluding real estate and bank deposits)?  
☐ a) No Prior Experience   ☐ b) 0 to 3 years   ☐ c) 3 to 5 years   ☐ d) More than 5 years
2. Which of the following asset classes do you have an investment experience in (tick whichever is applicable)?  
☐ a) Debt   ☐ b) Mutual funds   ☐ c) Equities   ☐ d) Venture Funds   ☐ e) Derivatives   ☐ f) None of the above
3. What is the level of your understanding of the risks associated with investing in equity and/or public markets?  
☐ a) Minimal   ☐ b) Fair   ☐ c) Good   ☐ d) Very good   ☐ e) None at all
4. Are you aware that investments in equity markets are subject to risk, and that the return of capital cannot be guaranteed?  
☐ a) Yes   ☐ b) No
5. What is your level of tolerance to erosion of capital that you wish to allocate to investments?  
☐ a) None at all (will not tolerate any erosion of capital)   ☐ b) Minimal (willing to tolerate up to 5% of capital erosion)  
☐ c) Moderate (willing to tolerate up to 20% of capital erosion)   ☐ d) High (willing to tolerate up to 50% of capital erosion)
6. What is the value at cost of your total investment portfolio (excluding real estate and bank deposits)?  
☐ a) Less than Rs. 1 Crore   ☐ b) Rs 1 Crore – Rs. 5 Crores   ☐ c) Rs. 5 Crores – Rs. 25 Crores   ☐ d) More than Rs. 25 Crores
7. What is your investment objective?  
☐ a) Capital Appreciation   ☐ b) Regular income   ☐ c) Capital appreciation and regular income  
☐ d) Presume wealth and high fixed income
8. Which of the following asset classes do you want your funds to be invested in?  
☐ a) Debt   ☐ b) Mutual funds   ☐ c) Equities   ☐ d) Venture Funds   ☐ e) Unlisted equity / early stage opportunities  
☐ f) Any particular combination of the above (please specify below):  


---
9. How long before you would need to liquidate, partially/fully, money you are planning on investing?  
☐ a) Less than one year   ☐ b) Between one and three years   ☐ c) Between three and five years  
☐ d) Between five and ten years   ☐ e) More than ten years
10. What is your expectation of annual return on investments?  
☐ a) Low, between 6-10% ("We focus on protecting capital and steady income though it may be limited. We are not looking for significant capital appreciation").  
☐ b) Medium, between 10-15% ("We are interested in moderate capital growth or moderate income. We are willing to tolerate infrequent and moderate negative return").  
☐ c) High, more than 15% ("We are interested in generating high returns. To do so, we understand that We will have to take high risk and acceptable probable high negative returns").
11. Which of the following best describes your investment goal?  
☐ a. To accumulate long-term wealth over a period of 5 years through market investment.  
☐ b. To provide a regular income stream with total protection of capital.  
☐ c. To invest lump-sum amount (inheritance/salary bonus) & uncertain about what/where to invest in  
☐ d. To meet some specific objective within next five years.  
☐ e. To ensure sufficient funds available for nearing retirement.
12. What does your current investment portfolio comprise of?  
☐ a. Mainly cash/bank deposits with a small portion investment in low risk bonds.  
☐ b. A mix of debt instruments, blue-chip & aggressive stocks.  
☐ c. Mainly debt market instruments & some portion in Blue-chip stock.  
☐ d. Mostly speculative or high-risk investments (aggressive stocks, high risk return, option, leverage positions, etc.)  
 • Investment Style: ☐ Active   ☐ Passive

## Questionnaire for Retail customers (Individual, HUF & Others)

- Time line for trading: ☐ 1 Week ☐ 1 Month ☐ 3 Months ☐ 6 Months ☐ 1Year

### 1. Which of the following best describes your current stage of life?

- ☐ a) Retired ☐ b) Preparing for retirement ☐ c) Mature family ☐ d) A young couple ☐ e) Single

### 2. Are your current and future income sources (example: salary, business income, etc.):

- ☐ a) Very unstable ☐ b) Unstable ☐ c) Somewhat stable ☐ d) Stable ☐ e) Very Stable

### 3. What is the value at cost of your total investment portfolio (excluding real estate and bank deposits)?

- ☐ a) Less than Rs. 1 Crore ☐ b) Rs 1 Crore – Rs. 5 Crores ☐ c) Rs. 5 Crores – Rs. 25 Crores ☐ d) More than Rs. 25 Crores

### 4. Describe your financial status in terms of savings

- ☐ a) You just manage to make ends meet with negligible savings ☐ b) You save less than 10% of your income  
☐ c) You save around 10% to 20% of your income ☐ d) You save around 20% to 30% of your income  
☐ e) You save more than 30% of your income

### 5. You are financially responsible for (exclude spouse's dependents)?

- ☐ a) More than 5 persons besides yourself ☐ b) 4 to 5 persons besides yourself ☐ c) 2 to 3 persons besides yourself  
☐ d) 1 person besides yourself ☐ e) Only yourself

### 6. What is your total investment experience (excluding real estate and bank deposits)?

- ☐ a) No Prior Experience ☐ b) 0 to 3 years ☐ c) 3 to 5 years ☐ d) More than 5 years

### 7. Which of the following asset classes do you have an investment experience in (tick whichever is applicable)?

- ☐ a) Fixed deposits, bonds and money market funds ☐ b) Debt/Hybrid Mutual Funds ☐ c) Equity mutual funds  
☐ d) Direct equities ☐ e) Private equity/venture capital funds ☐ f) Derivatives ☐ g) None of the above

### 8. What is the level of your understanding of the risks associated with investing in equity markets?

- ☐ a) Minimal ☐ b) Fair ☐ c) Good ☐ d) Very good ☐ e) None at all

### 9. Are you aware that investments in equity markets are subject to risk, and that the return of capital cannot be guaranteed?

- ☐ a) Yes ☐ b) No

### 10. Assume your portfolio corrects by 25% in a month, would you:

- ☐ a) Sell all of the investments ☐ b) Sell a portion of your portfolio to cut your losses and reinvest into more secure investment assets  
☐ c) Hold the investment and sell nothing, expecting performance to improve  
☐ d) Invest more funds to lower your average investment price

### 11. What is your investment objective?

- ☐ a) Capital Appreciation ☐ b) Regular income ☐ c) Capital appreciation and regular income  
☐ d) Presume wealth and high fixed income

### 12. How long before you would need to liquidate, partially or fully, the money you are planning on investing needing access to it?

- ☐ a) Up to two years ☐ b) Two and three years ☐ c) Three and five years ☐ d) Five years and Ten years ☐ e) Ten years and more

### 13. What is your expectation of annual return on investments?

- ☐ a) Low, between 6-10% ("I focus on protecting capital and steady income though it may be limited. I am not looking for significant capital appreciation").  
☐ b) Medium, between 10-15% ("I am interested in moderate capital growth or moderate income. I am willing to tolerate infrequent and moderate negative return").  
☐ c) High, more than 15% ("I am interested in generating high returns. To do so, I understand that I will have to take high risk and acceptable probable high negative returns").

### 14. What does your current investment portfolio comprise of?

- ☐ a. Mainly cash/bank deposits with a small portion investment in low risk bonds.  
☐ b. A mix of debt instruments, blue-chip & aggressive stocks.  
☐ c. Mainly debt market instruments & some portion in Blue-chip stock.  
☐ d. Mostly speculative or high-risk investments (aggressive stocks, high risk return, option, leverage positions, etc.)

- Investment Style: ☐ Active ☐ Passive

**Score Card of Questionnaire for corporate/institutional entities:**

G. No.	A	B	C	D	E	F	G	Score
1	2	4	6	10	-	-	-	
2	2	4	6	8	10	0	-	
3	2	6	8	10	0	-	-	
4	10	0	-	-	-	-	-	
5	0	4	6	10	-	-	-	
6	2	4	6	8	-	-	-	
7	10	4	8	6	-	-	-	
8	2	4	6	8	10		-	
9	2	4	6	8	10	-	-	
10	2	6	10		-	-	-	
11	10	4	6	8	2	-	-	
12	2	6	4	10	-	-	-	
<b>Total</b>								

Your total Score:

Based on the information that you have provided above, your Risk Profile has been evaluated as :

Risk Character	Percentiles	Lowerband	Higher band
Aggressive	108	108	118
Moderately Aggressive	89	89	107
Moderate	69	69	88
Moderately Conservative	45	45	68
Conservative	20	20	44

**Score Card of Questionnaire for Retail customers:**

G. No.	A	B	C	D	E	F	G	Score
1	2	4	6	8	10	-	-	
2	2	4	6	8	10	-	-	
3	2	4	6	8	-	-	-	
4	2	4	6	8	10	-	-	
5	2	4	6	8	10	-	-	
6	2	4	6	10	-	-	-	
7	2	4	6	8	10	12	0	
8	2	6	8	10	0	-	-	
9	10	0	-	-	-	-	-	
10	2	6	8	10	-	-	-	
11	10	4	8	6	-	-	-	
12	2	4	6	8	10	-	-	
13	2	6	10	-	-	-	-	
14	2	6	4	10	-	-	-	
<b>Total</b>								

Your total Score

Based on the information that you have provided above, your Risk Profile has been evaluated as :

A. Conservative | 26 to 54 |

B. Moderately Conservative | 55 to 82 |

C. Moderate | 83 to 105 |

D. Moderately Aggressive | 106 to 128 |

E. Aggressive | 129 to 140 |



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

**CLIENT DECLARATION**

I/We have undergone the risk profiling process. I/We have understood the questions and answered the same. (Tick whichever applicable)

- A. ☐ I/We agree with the risk category I/We have been placed based on my/our risk profile assessment and would like it to form the basis for discussion between me/us and my/our Relationship Manager at Neo. I/We confirm that the assessment of my/our profile as above does not constitute any advice by NAMPL or its Relationship Manager as to any risks or investments. Before making any investment decision, I/We will fully understand the product risks and Features in order to determine that my/our investment decision is consistent with my/our Investment Objectives, risk-appetite and financial resources.
- B. ☐ Although I/We have agreed to assess any risk profile as above, I/We do not want my/our risk profile to form the basis of discussion between me/us and my/our Relationship Manager at NAMPL. I/We fully understand and accept the risks involved with the decision. I/We will obtain my/our own investment as I/We think fit, will make my/our own investment decisions even if it results in taking risks of a higher level than as in my/our assessed risk profile above and will fully understand product risks and features in order to determine that my/our investment decisions are consistent with my/our investment objectives, risk appetite and financial resources.

FA's Name : \_\_\_\_\_

FA's Signature : \_\_\_\_\_

Date : DD / MM / YYYY

{Validity: This risk profile is valid upto 3 years from the date of signing this risk profile Form. Please be rest assured that we will facilitate it to be revisited once it expires. This is to ensure that your experience of our investment platform continues seamlessly and is in accordance with the scope as agreed in the risk profile}

Place \_\_\_\_\_

Date \_\_\_\_/\_\_\_\_/\_\_\_\_

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## Annexure "D"

### Risk Factors

#### General Risk:

- Securities investments are subject to market risk and there is no assurance or guarantee that the objectives of the PMS will be achieved.
- The Portfolio Manager has no previous experience/track record in the field of portfolio management services and has obtained a license to function as a portfolio manager only on November 24, 2022. However, the Principal Officer, directors and other key management personnel of the Portfolio Manager have rich individual experience.
- Without prejudice to the above, the past performance of the Portfolio Manager does not indicate its future performance.
- Any act, omission or commission of the Portfolio Manager under the Agreement would be solely at the risk of the Client and the Portfolio Manager will not be liable for any act, omission or commission or failure to act save and except in cases of gross negligence, willful default and/or fraud of the Portfolio Manager.
- The Client Portfolio may be affected by settlement periods and transfer procedures.
- The PMS is subject to risk arising out of non-diversification as the Portfolio Manager under its PMS may invest in a particular sector, industry, few/single Portfolio Entity/ies. The performance of the Client Portfolio would depend on the performance of such companies/industries/sectors of the economy.
- If there will be any transactions of purchase and/or sale of securities by Portfolio Manager and employees who are directly involved in investment operations that conflicts with transactions in any of the Client Portfolio, the same shall be disclosed to the Client.
- The group companies of Portfolio Manager may offer services in nature of consultancy, sponsorship etc., which may be in conflict with the activities of portfolio management services.
- The provisions of the Agreement and the principal and returns on the Securities subscribed by the Portfolio Manager may be subject to force majeure and external risks such as war, natural calamities, pandemics, policy changes of local / international markets and such events which are beyond the reasonable control of the Portfolio Manager. Any policy change / technology updates / obsolescence of technology would affect the investments made by the Portfolio Manager

Other risks arising from the investment objectives, investment strategy, Investment Approach and asset allocation are stated as under:

#### Risks associated with investments in equity and equity linked securities

- Equity and equity related securities by nature are volatile and prone to price fluctuations on a daily basis due to both macro and micro factors.
- In domestic markets, there may be risks associated with trading volumes, settlement periods and transfer procedures that may restrict liquidity of investments in equity and equity related securities.
- In the event of inordinately low volumes, there may be delays with respect to unwinding the Portfolio and transferring the redemption proceeds.
- The value of the Client Portfolio, may be affected generally by factors affecting securities markets, such as price and volume volatility in the capital markets, interest rates, currency exchange rates, changes in policies of the government, taxation laws or policies of any appropriate authority and other political and economic developments and closure of stock exchanges which may have an adverse bearing on individual securities, a specific sector or all sectors including equity and debt markets. Consequently, the Portfolio valuation may fluctuate and can go up or down.
- In case of dividend yield portfolios, returns of the Portfolio could depend on the dividend earnings and capital appreciation, if any, from the underlying investments in various dividend yield companies. The dividend earnings of the portfolio may, vary from year to year based on the philosophy and other consideration of each of the high dividend yield companies. Further, it should be noted that the actual distribution of dividends and frequency thereof by the high dividend yield companies in future would depend on the quantum of profits available for distribution by each of such companies. Dividend declaration by such companies will be entirely at the discretion of the shareholders of such companies, based on the recommendations of its board of directors. Past track record of dividend distribution may not be treated as indicative of future dividend declarations. Further, the dividend yield stocks may be relatively less liquid as compared to growth stocks.
- Client may note that Portfolio Manager's investment decisions may not always be profitable, as actual market movements may be at variance with anticipated trends.
- The liquidity of the Portfolio's investments is inherently restricted by trading volumes in the securities in which it invests.
- While securities that are listed on the stock exchange carry relatively lower liquidity risk, the ability to sell these investments is limited by the overall trading volume on the stock exchanges. Money market securities, while fairly liquid, lack a well-developed secondary market, which may restrict the selling ability of the Portfolio(s) and may lead to the investment(s) incurring losses till the security is finally sold.
- The Portfolio Manager may, subject to authorization by the Client in writing, participate in securities lending. The Portfolio Manager may not be able to sell/lend out securities, which can lead to temporary illiquidity. There are risks inherent in securities lending, including the

risk of failure of the other party, in this case the approved intermediary to comply with the terms of the agreement. Such failure can result in a possible loss of rights to the collateral, the inability of the approved intermediary to return the securities deposited by the lender and the possible loss of corporate benefits accruing thereon.

- To the extent that the Portfolio will be invested in securities denominated in foreign currencies, the Indian Rupee equivalent of the net assets, distributions and income may be adversely affected by changes in the SEBI Regulations concerning exchange controls or political circumstances as well as the application to it of other restrictions on investment.

#### **Risk factors associated with investments in derivatives**

- Derivative products are leveraged instruments and can provide disproportionate gains as well as disproportionate losses to the investor. Execution of such strategies depends upon the ability of the Portfolio Manager to identify such opportunities. Identification and execution of such strategies to be persuaded by the Portfolio Manager involve uncertainty and decision of the Portfolio Manager may not always be profitable. No assurance can be given that the Portfolio Manager shall be able to identify or execute such strategies.
- The risks associated with the use of derivatives are different from or possibly greater than, the risk associated with investing directly in securities and other traditional investments.
- As and when the Portfolio Manager on behalf of Clients would trade in the derivatives market there are risk factors and issues concerning the use of derivatives that the Client should understand. Derivative products are specialized instruments that require investment techniques and risk analysis different from those associated with stocks and bonds. The use of a derivative requires an understanding not only of the underlying instrument but also of the derivative itself. Derivatives require the maintenance of adequate controls to monitor the transactions entered into, the ability to assess the risk that a derivative adds to the portfolio and the ability to forecast price or interest rate movements correctly. There is a possibility that loss may be sustained by the Portfolio as a result of the failure of another party (usually referred as the "counter party") to comply with the terms of the derivatives contract. Other risks in using derivatives include the risk of mispricing or improper valuation of derivatives and the inability of derivatives to correlate perfectly with underlying assets, rates and indices. Thus, derivatives are highly leveraged instruments. Even a small price movement in the underlying security could have a large impact on their value.
- The options buyer's risk is limited to the premium paid, while the risk of an options writer is unlimited. However, the gains of an options writer are limited to the premiums earned.
- The writer of a put option bears the risk of loss if the value of the underlying asset declines below the exercise price. The writer of a call option bears a risk of loss if the value of the underlying asset increases above the exercise price.
- Investments in index futures face the same risk as the investments in a portfolio of shares representing an index. The extent of loss is the same as in the underlying stocks.
- SEBI Regulations, has permitted all the Portfolio Managers to participate in the derivatives trading subject to observance of guidelines issued by SEBI in this behalf (hereinafter referred to as "Guidelines"). Pursuant to such Guidelines, the portfolio managers may invest in derivatives, for the purposes of hedging and portfolio balancing from time to time, as permitted by SEBI, in an attempt to protect the value of the portfolio and enhance the Clients' interest.
- Accordingly, the Portfolio Manager may use derivatives instruments like stock / index futures, options on stocks and stock indices, interest rate swaps, forward rate agreements or other such derivative instruments as may be introduced from time to time, as permitted by SEBI. The following information provides a basic idea as to the nature of the derivative instruments proposed to be used by the Portfolio Manager and the benefits and risks attached there with.

#### **Index Futures:**

##### **Benefits**

- Investment in Stock Index Futures can give exposure to the Index without directly buying the individual stocks. Appreciation in Index stocks can be effectively captured through investment in Stock Index Futures.
- The Portfolio Manager can sell futures to hedge against market movements effectively without actually selling the stocks it holds.
- The Stock Index Futures are instruments designed to give exposure to the equity market indices. The pricing of an index future is the function of the underlying index and interest rates.
- Illustration:

Spot Index: 16000, 1 month Nifty Future Price on day 1: 16050, Portfolio Manager buys 100 lots, each lot has a nominal value equivalent to 50 units of the underlying index.

Let us say that on the date of settlement, the future price = Closing spot price = 16100. Profits for the Portfolio =  $(16100 - 16050) \times 50 \text{ lots} \times 100 = \text{Rs. } 2,50,000/-$ .

Please note that the above example is given for illustration purposes only.

The net impact for the Portfolio will be in terms of the difference between the closing price of the index and cost price (ignoring margins for the sake of simplicity). Thus, it is clear from the example that the profit or loss for the Portfolio will be the difference of the closing price (which can be higher or lower than the purchase price) and the purchase price. The risks associated with index futures are similar to the

one with equity investments. Additional risks could be on account of illiquidity of Index Stocks and hence mispricing of the Futures at the time of purchase.

- **Stock Futures:**

**Benefits**

- Investment in stock futures can give exposure to the stock without directly buying the stocks. Appreciation in stocks can be effectively captured through investment in stock futures.
- The portfolio Manager can sell stock futures to hedge against adverse movements effectively without actually selling the stocks in holds.
- The risk and return payoff of the stock futures is similar to that of an index future as mentioned above.

- **Buying Options:**

**Benefits of call option:**

- Buying a call option on a stock or index gives the owner the right; but not the obligation, to buy the underlying stock / index at the designated 'strike price'. Here the downside risks are limited to the premium paid to purchase the option.
- Illustration: For example, if the Portfolio Manager buys a one month call option on Infosys Technologies at a strike of Rs.1500, the current market price being say Rs.1490. The Portfolio Manager will have to pay a premium of say Rs.15 to buy this call. If the stock price goes below Rs.1500 during the tenure of the call, the Portfolio Manager avoids the loss it would have incurred had it straightaway bought the stock instead of the call option. The Portfolio Manager gives up the premium of Rs.15 that has to be paid in order to protect the Portfolio from this probable downside. If the stock goes above Rs.1500, it can exercise its right and own Infosys Technologies at a cost price of Rs.1500, thereby participating in the upside of the stock for such a transaction, the breakeven price will be the sum of strike price and the premium paid, in this case it would be  $\text{Rs } 1490 + \text{Rs } 15 = \text{Rs } 1505$ .

**Benefits of buying a put option**

- Buying a put option on a stock originally held by the buyer gives him/her the right, but not the obligation, to sell the underlying stock at the designated strike price. Here the downside risks are limited to the premium paid to purchase the option.
- Illustration: For example, if the portfolio owns Infosys Technologies and also buys a three month put option on Infosys Technologies at a strike of Rs.1490, the current market price being say Rs.1500. The Portfolio Manager will have to pay a premium of say Rs.15 to buy this put. If the stock price goes below Rs.1500 during the tenure of the put, the Portfolio Manager can still exercise the put and sell the stock at Rs.1500, avoiding therefore any downside on the stock below Rs.1500. The Portfolio Manager gives up the fixed premium of Rs.15 that has to be paid in order to protect the Portfolio from this probable downside. If the stock goes above Rs.1500, say to Rs.1520, it will not exercise its option. The Portfolio Manager will participate in the upside of the stock, since it can now sell the stock at the prevailing market price of Rs.1520.
- **Writing Options**

**Benefits of writing an option with underlying stock holding (Covered call writing).**

- Covered call writing is a strategy where a writer (say the Portfolio Manager) will hold a particular stock, and sell in the market a call option on the stock. Here the buyer of the call option now has the right to buy this stock from the writer (the Portfolio Manager) at a particular price which is fixed by the contract (the strike price). The writer receives a premium for selling a call, but if the call option is exercised, he has to sell the underlying stock at the strike price. This is advantageous if the strike price is the level at which the writer wants to exit his holding / book profits. The writer effectively gains a fixed premium in exchange for the probable opportunity loss that comes from giving up any upside if the stock goes up beyond the strike price.
- Illustration: Let us take for example Infosys Technologies, where the Portfolio holds stock, the current market price being Rs.1500. The Portfolio Manager holds the view that the stock should be sold when it reaches Rs.1650. Currently the one month 3000 calls option can be sold at say Rs.150. Selling this call gives the call owner the right to buy from the portfolio, Infosys at Rs.1650.

Now the Portfolio Manager by buying / holding the stock and selling the call is effectively agreeing to sell Infosys at Rs.1650 when it crosses this price. So the Portfolio Manager is giving up any possible upside beyond Rs.1650. However, the returns on the Portfolio are higher than what it would have got if it just held the stock and decided to sell it at Rs.1650. This is because the Portfolio Manager by writing the covered call gets an additional Rs.150 per share of Infosys. In case the price is below Rs. 1650 during the tenure of the call, then it will not be exercised and the Portfolio Manager will continue to hold the shares. Even in this case the returns are higher than if the Portfolio had just held the stock waiting to sell it at Rs.1650.

**Benefits of writing put options with adequate cash holding:**

- Writing put options with adequate cash holdings is a strategy where the writer (say, the Portfolio Manager) will have an amount of cash and will sell put options on a stock. This will give the buyer of this put option the right to sell stock to the writer (the Portfolio Manager) at a pre-designated price (the strike price). This strategy gives the put writer a premium, but if the put is exercised, he has to buy the underlying stock at the designated strike price. In this case the writer will have to accept any downside if the stock goes below the exercise price. The writer effectively gains a fixed premium in exchange for giving up the opportunity to buy the stock at levels below the strike price. This is advantageous if the strike price is the level at which the writer wants to buy the stock.

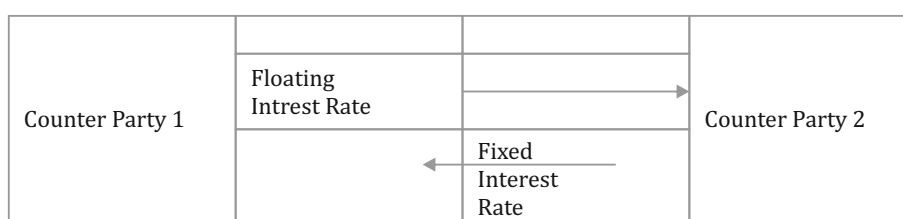
- Illustration: Let us take, for example, that the Portfolio Manager wants to buy Infosys Technologies at Rs. 1400, the current price being Rs.1500. Currently the three month 1400 puts can be sold at say Rs. 100. Writing this put gives the put owner the right to sell to the portfolio, Infosys at Rs. 1400. Now the Portfolio by holding cash and selling the put is agreeing to buy Infosys at Rs. 1400 when it goes below this price. The Portfolio Manager will take on itself any downside if the price goes below Rs. 1400. But the returns on the Portfolio are higher than what it would have got if it just waited till the price reached this level and bought the stock at Rs. 1400, as per its original view. This is because the Portfolio Manager by writing the put gets an additional Rs.100 per share of Infosys. In case the price stays above Rs.1400 during the tenure of the put, then it will not be exercised and the Portfolio Manager will continue to hold cash. Even in this case the returns are higher than if the Portfolio had just held cash waiting to buy Infosys at Rs.1400.

- Interest Rate Swaps and Forward Rate Agreements

#### Benefits

- Bond markets in India are not very liquid. Investors run the risk of illiquidity in such markets. Investing for short-term periods for liquidity purposes has its own risks. Investors can benefit if the Portfolio remains in call market for the liquidity and at the same time take advantage of fixed rate by entering into a swap. It adds certainty to the returns without sacrificing liquidity.
- Illustration: The following are illustrations how derivatives work:

#### Basic Structure of an Interest Rate Swap



In the above illustration:

- Basic Details: Fixed to floating swap
- Notional Amount: Rs. 10 Crores
- Benchmark: NSE MIBOR
- Deal Tenure: 3 months (say 91 days)
- Documentation: International Securities Dealers Association (ISDA).
- Let us assume the fixed rate decided was 10%.
- At the end of three months, the following exchange will take place:
  - Counter party 1 pays: compounded call rate for three months, say 9.90%
  - Counter party 2 pays fixed rate: 10%

In practice, however, the difference of the two amounts is settled. Counter party 2 will pay:  $\text{Rs.10 Crores} \times 0.10\% \times 91/365 = \text{Rs.24,934.50}$

Thus the trade off for the Portfolio Manager will be the difference in call rate and the fixed rate payment and this can vary with the call rates in the market. Please note that the above example is given for illustration purposes only and the actual returns may vary depending on the terms of swap and market conditions

#### Risks associated with Arbitrage

- Change in premium of the futures price to the stock price: The futures premium tends to expand in bullish market conditions and contract in bearish market conditions. While spreads have historically ranged between 3 - 6% bps in bullish market conditions, spreads could contract significantly if markets turn sideways to bearish. On the other hand, there is also the potential to lock in to a higher premium if markets remain bullish.
- At times where the spread between the futures and the stock price does not result in a yield that exceed the expected yields from a low risk fixed income mutual funds, the capital will be invested in the low risk fixed income mutual fund until spreads widen.
- Impact costs: A successful arbitrage strategy requires the execution of the buy and sale of the stock and futures at prices that ensures that the premium is locked in to. However the impact cost of buying in one market and selling in the other will result in this premium getting compressed. While trades would be done keeping in mind this impact costs, impact costs could have an adverse impact on returns in times of high market volatility.
- Ad-hoc or additional margins: The returns on the overall portfolio are a function of the proportion of initial capital that is invested in equity and the proportion that is kept aside for margin calculations, However, the stock exchange may at any point in time impose additional/ ad-hoc margins that would require a higher proportion of the portfolio being kept aside for margins. This can potentially dampen the returns on the portfolio.

- **Taxation:** As per proviso (d) to Section 43(5), a transaction in respect of trading in derivatives shall not be considered as Speculative Transaction provided the transaction is carried out electronically on screen based systems through a stock broker or sub-broker or intermediary registered with SEBI or by banks or mutual funds on a recognized stock exchange and is supported by time stamped contract note in which the PAN and UIN of the investor are mentioned, if applicable.
- Generally, all gains or losses arising on the sale of the futures contract are treated as non-speculative business gains/losses. For investors that can classify both the stock and futures gains or losses under a single income head for taxation purposes (e.g. trading gains for an investment company), the gains on one leg can be set off against the losses on the other leg. We would advise investors to seek taxation advice from their independent financial advisors/accountants before investments are made.

#### Risks associated with investments in Mutual Fund Securities

- Mutual Funds and securities investments are subject to market risks and there is no assurance or guarantee that the objectives of the Schemes will be achieved. The various factors which impact the value of the Scheme's investments include, but are not limited to, fluctuations in markets, interest rates, prevailing political and economic environment, changes in government policy, tax laws in various countries, liquidity of the underlying instruments, settlement periods, trading volumes, etc.
- As with any securities investment, the Net Asset Value (NAV) of the Units issued under the Schemes can go up or down, depending on the factors and forces affecting the capital markets.
- Past performance of the Sponsors, Asset Management Company (AMC)/Fund does not indicate the future performance of the Schemes of the Fund.
- The Portfolio Manager shall not be responsible for liquidity of the Scheme's investments which at times, be restricted by trading volumes and settlement periods. The time taken by the Scheme for redemption of units may be significant in the event of an inordinately large number of redemption requests or of a restructuring of the Schemes.
- The Portfolio Manager shall not be responsible, if the AMC/ Fund does not comply with the provisions of SEBI (Mutual Funds) Regulations, 1996 or any other circular or acts as amended from time to time. The Portfolio Manager shall also not be liable for any changes in the offer document(s)/Scheme Information Document(s) of the scheme(s), which may vary substantially depending on the market risks, general economic and political conditions in India and other countries globally, the monetary and interest policies, inflation, deflation, unanticipated turbulence in interest rates, foreign exchange rates, equity prices or other rates or prices, the performance of the financial markets in India and globally.
- The Portfolio Manager shall not be liable for any default, negligence, lapse error or fraud on the part of the AMC/the Fund.
- While it would be the endeavor of the Portfolio Manager to invest in the schemes in a manner, which will seek to maximize returns, the performance of the underlying schemes may vary which may lead to the returns of this portfolio being adversely impacted.
- The scheme specific risk factors of each of the underlying schemes become applicable where the Portfolio Manager invests in any underlying scheme. Investors who intend to invest in this portfolio are required to and are deemed to have read and understood the risk factors of the underlying schemes.

The Portfolio Manager does not offer any guaranteed or assured returns to the investors.

#### Risks associated with investments in fixed income securities/products

Some of the common risks associated with investments in fixed income and money market securities are mentioned below. These risks include but are not restricted to:

- **Interest Rate Risk:** As with all debt securities, changes in interest rates affects the valuation of the portfolios, as the prices of securities generally increase as interest rates decline and generally decrease as interest rates rise. Prices of longer-term securities generally fluctuate more in response to interest rate changes than do shorter-term securities. Interest rate movements in the Indian debt markets can be volatile leading to the possibility of large price movements up or down in debt and money market securities and thereby to possibly large movements in the valuation of portfolios.
- **Liquidity or Marketability Risk:** This refers to the ease at which a security can be sold at or near its true value. The primary measure of liquidity risk is the spread between the bid price and the offer price quoted by a dealer. Liquidity risk is characteristic of the Indian fixed income market.
- **Credit Risk:** Credit risk or default risk refers to the risk which may arise due to default on the part of the issuer of the fixed income security (i.e. risk that the issuer will be unable to make timely principal and interest payments on the security). Due to this risk, debentures are sold at a yield spread above those offered on treasury securities, which are sovereign obligations and generally considered to be free of credit risk. Normally, the value of a fixed income security will fluctuate depending upon the actual changes in the perceived level of credit risk as well as the actual event of default.
- **Reinvestment Risk:** Investments in fixed income securities may carry reinvestment risk as interest rates prevailing on the interest or maturity due dates may differ from the original coupon of the bond. Consequently, the proceeds may get invested at a lower rate.
- **Rating Risk:** Different types of debt securities in which the Client invests, may carry different levels and types of risk. Accordingly, the risk may increase or decrease depending upon its investment pattern, for instance corporate bonds carry a higher amount of risk than government securities. Further even among corporate bonds, bonds, which are AA rated, are comparatively riskier than bonds, which are AAA rated.



- **Price Volatility Risk:** Debt securities may also be subject to price volatility due to factors such as changes in interest rates, general level of market liquidity and market perception of the creditworthiness of the issuer, among others (market risk). The market for these Securities may be less liquid than that for other higher rated or more widely followed Securities.

**Investment and Liquidity Risks:** There may be no active secondary market for investments of the kind the Portfolio Manager may make for the Client Portfolio. Such investments may be of a medium-to-long term nature. There are a variety of methods by which unlisted investments may be realized, such as the sale of investments on or after listing, or the sale or assignment of investments to joint-venture partners or to third parties subject to relevant approvals. However, there can be no guarantee that such realizations shall be achieved, and the Portfolio's investments may remain illiquid.

Since the Portfolio may only make a limited number of investments, poor performance by one or a few of the investments could severely adversely affect the total returns of the PMS.

**Identification of Appropriate Investments:** The success of the PMS as a whole depends on the identification and availability of suitable investment opportunities and terms. The availability and terms of investment opportunities will be subject to market conditions, prevailing regulatory conditions in India where the Portfolio Manager may invest, and other factors outside the control of the Portfolio Manager. Therefore, there can be no assurance that appropriate investments will be available to, or identified or selected by, the Portfolio Manager.

## Management and Operational risks

### Reliance on the Portfolio Manager

- The success of the PMS will depend to a large extent upon the ability of the Portfolio Manager to source, select, complete and realize appropriate investments and also reviewing the appropriate investment proposals. The Portfolio Manager shall have considerable latitude in its choice of Portfolio Entities and the structuring of investments. Furthermore, the team members of the Portfolio Manager may change from time to time. The Portfolio Manager relies on one or more key personnel and any change/removal of such key personnel may have material adverse effect on the returns of the Client.
- The 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 objectives, Investment Approach, investment strategy and asset allocation.

**Exit Load:** Client may have to pay a high Exit Load to withdraw the funds/Portfolio (as stipulated in the Agreement with the Client). In addition, they may be restricted / prohibited from transferring any of the interests, rights or obligations with regard to the Portfolio except as may be provided in the Agreement and in the Regulations.

**Non-diversification risks:** This risk arises when the Portfolio is not sufficiently diversified by investing in a wide variety of instruments.

**No Guarantee:** Investments in Securities are subject to market risks and the Portfolio Manager does not in any manner whatsoever assure or guarantee that the objectives will be achieved. Further, the value of the Portfolio may increase or decrease depending upon various market forces and factors affecting the capital markets such as delisting of Securities, market closure, relatively small number of scrips accounting for large proportion of trading volume. Consequently, the Portfolio Manager provides no assurance of any guaranteed returns on the Portfolio.

**Ongoing risk profiling risk:** The Client would be subject to ongoing risk profiling in accordance with the Regulation. If in case during such ongoing risk profiling, it is found that the Client is not suitable for the investments in Securities or doesn't have risk appetite, the Portfolio Manager may terminate the Agreement with the Client.

### India-related Risks

**Political, economic and social risks:** Political instability or changes in the government could adversely affect economic conditions in India generally and the Portfolio Manager's business in particular. The Portfolio Entity's business may be affected by interest rates, changes in government policy, taxation, social and civil unrest and other political, economic or other developments in or affecting India.

Since 1991, successive governments have pursued policies of economic liberalization and financial sector reforms. Nevertheless, the government has traditionally exercised and continues to exercise a significant influence over many aspects of the economy. Moreover, there can be no assurance that such policies will be continued and a change in the government's economic liberalization and deregulation policies in the future could affect business and economic conditions in India and could also adversely affect the Portfolio Manager's financial condition and operations. Future actions of the Indian central government or the respective Indian state governments could have a significant effect on the Indian economy, which could adversely affect private sector companies, market conditions, prices and yields of the Portfolio Entity/ies.

Inflation and rapid fluctuations in inflation rates have had, and may have, negative effects on the economies and securities markets of the Indian economy. International crude oil prices and interest rates will have an important influence on whether economic growth targets in India will be met. Any sharp increases in interest rates and commodity prices, such as crude oil prices, could reactivate inflationary pressures on the local economy and negatively affect the medium-term economic outlook of India.

Many countries have experienced outbreaks of infectious illnesses in recent decades, including severe acute respiratory syndrome and the COVID-19. The COVID-19 outbreak has resulted in numerous deaths and the imposition of both local and more widespread "work from home" and other quarantine measures, border closures and other travel restrictions, causing social unrest and commercial disruption on a global scale. The ongoing spread of the COVID-19 has, had, and will continue to have a material adverse impact on portfolio entities, local economies and also the global economy, as cross border commercial activity and market sentiment are increasingly impacted by the outbreak and government and



other measures seeking to contain its spread. Additionally, the Portfolio Manager's operations could be disrupted if any of its member or any of its key personnel contracts the COVID-19 and/or any other infectious disease. Any of the foregoing events could materially and adversely affect the Portfolio Manager's ability to source, manage and divest its investments and its ability to fulfil its investment objectives. Similar consequences may arise with respect to other comparable infectious diseases.

#### **Legal and Tax risks:**

**Tax risks:** Clients/ Investors are subject to a number of risks related to tax matters. In particular, the tax laws relevant to the Client Portfolio are subject to change, and tax liabilities could be incurred by the Clients/ Investors as a result of such change. The government of India, state governments and other local authorities in India impose various taxes, duties and other levies that could affect the performance of the Portfolio Entities. The tax consequences of an investment in the Portfolio Entities are complex, and the full tax impact of an investment in the Portfolio Entities will depend on circumstances particular to each Client/ Investor. Furthermore, the tax laws in relation to the Client Portfolio are subject to change, and tax liabilities could be incurred by Client as a result of such changes. Alternative tax positions adopted by the income tax authorities could also give rise to incremental tax liabilities in addition to the tax amounts already paid by the Client/Investors. An increase in these taxes, duties or levies, or the imposition of new taxes, duties or levies in the future may have a material adverse effect on the Client Portfolio's profitability.

**Bankruptcy of Portfolio Entity:** Various laws enacted for the protection of creditors may operate to the detriment of the PMS if it is a creditor of a Portfolio Entity that experience financial difficulty. For example, if a Portfolio Entity becomes insolvent or files for bankruptcy protection, there is a risk that a court may subordinate the Portfolio Investment to other creditors. If the PMS/Client holds equity securities in any Portfolio Entity that becomes insolvent or bankrupt, the risk of subordination of the PMS's/Client's claim increases.

**Change in Regulation:** Any change in the Regulation and/or other Applicable Laws or any new direction of SEBI may adversely impact the operation of the PMS.

#### **Risk pertaining to Investments**

##### **Investment in Securities/Instruments**

- The Client Portfolio may comprise of investment in unlisted securities, fixed income securities, debt securities/products and in case of such securities, the Portfolio Manager's ability to protect the investment or seek returns or liquidity may be limited.
- In case of in-specie distribution of the Securities by the Portfolio Manager upon termination or liquidation of the Client Portfolio, the same could consist of such Securities for which there may not be a readily available public market. Further, in such cases the Portfolio Manager may not be able transfer any of the interests, rights or obligations with respect to such Securities except as may be specifically provided in the agreement with Portfolio Entities. If an in-specie distribution is received by the Client from the Portfolio Manager, the Client may have restrictions on disposal of assets so distributed and consequently may not be able to realize full value of these assets.
- Some of the Portfolio Entities in which the Portfolio Manager will invest may get their Securities listed with the stock exchange after the investment by the Portfolio Manager. In connection with such listing, the Portfolio Manager may be required to agree not to dispose of its securities in the Portfolio Entity for such period as may be prescribed under the Applicable Law, or there may be certain investments made by the Portfolio Manager which are subject to a statutory period of non-disposal or there may not be enough market liquidity in the security to effect a sale and hence Portfolio Manager may not be able to dispose of such investments prior to completion of such prescribed regulatory tenures and hence may result in illiquidity.
- The Client Portfolio may be invested in listed securities and as such may be subject to the market risk associated with the vagaries of the capital market.

The Portfolio Manager may also invest in portfolio entity/ies which are investment vehicles like mutual funds/trusts. Such investments may present greater opportunities for growth but also carry a greater risk than is usually associated with investments in listed securities or in the securities of established companies, which often have a historical record of performance. Provided investments in mutual funds shall be through direct plans only

##### **Specific Risk factors pertaining to co-investment portfolio management services**

- a. Investments made by the Portfolio Manager are subject to risks arising from the investment objectives, investment approach, investment strategy and asset allocation.
- b. Exit Constraints: Client may be restricted / prohibited from transferring any of the interests, rights or obligations with regard to the Portfolio except as may be provided in the Agreement and in the Regulations.
- c. Non-diversification risks: This risk arises when the Portfolio is not sufficiently diversified by investing in a wide variety of instruments.
- d. No Guarantee: Investments in Securities are subject to market risks and the Portfolio Manager does not in any manner whatsoever assure or guarantee that the objectives will be achieved.
- e. Ongoing risk profiling risk: The Client would be subject to ongoing risk profiling in accordance with the Regulation. If in case during such ongoing risk profiling, it is found that the Client is not suitable for the investments in Securities or doesn't have risk appetite, the Portfolio Manager may terminate the Agreement with the Client.
- f. **Risks associated with investments in private companies**

Investments will be made primarily in equity and equity linked capital of privately held companies. Generally, very little public information

exists about these companies, and the Client will be required to rely on the ability of the Portfolio Manager to obtain adequate information to evaluate the potential returns from investing in these companies. If all material information about these companies is not procured, the Portfolio Manager may not make a fully informed investment decision, and the Client may lose money on such investments. Also, privately held companies frequently have less diverse product lines and a smaller market presence than larger competitors. Thus, they are generally more vulnerable to economic downturns and may experience substantial variations in operating results. These factors could affect the Client's investment returns.

In addition, the success depends, in large part, upon the abilities of the key management personnel of the portfolio entities, who are responsible for the day-to-day operations of the portfolio entities. Competition for qualified personnel is intense at any stage of a company's development. The loss of one or more key managers can hinder or delay a company's implementation of its business plan and harm its financial condition. The portfolio entities may not be able to attract and retain qualified managers and personnel. Any inability to do so may negatively affect the Client's investment returns.

### **Epidemics and Other Health Risks**

A pandemic, epidemic or other public health crisis could adversely impact Portfolio Manager and its portfolio companies. In December 2019, an initial outbreak of the 2019-nCoV (COVID-19) was reported in Hubei, China. Since then, a large and growing number of cases have subsequently been confirmed around the world, including India. The COVID-19 outbreak has resulted in numerous deaths and the imposition of both local and more widespread "work from home" and other quarantine measures, border closures and other travel restrictions, causing social unrest and commercial disruption on a global scale. The World Health Organization has declared the COVID-19 outbreak a global pandemic.

The ongoing spread of the COVID-19 has had, and may continue to have, a material adverse impact on portfolio companies, local economies in the affected jurisdictions and also on the global economy, as cross-border commercial activity and market sentiment are increasingly impacted by the outbreak and government and other measures seeking to contain its spread. In addition to these developments having adverse consequences for the portfolio companies and other issuers in or through which the Client invests and the value of the Client's investments therein, the operations of the Portfolio Manager have been, and could continue to be, adversely impacted, including through quarantine measures, business closures and suspensions, travel restrictions and health issues impacting key personnel or service providers of Portfolio Manager. Any of the foregoing events could materially and adversely affect the Portfolio Manager's ability to source, manage and divest its investments and its ability to fulfil its investment objectives. Similar consequences may arise with respect to other comparable infectious diseases.

The outbreak of COVID-19 has contributed to, and could continue to contribute to, volatility in financial markets. It has also had a material and negative impact on certain economic fundamentals and consumer confidence, and on many companies. No assurance can be given as to the long-term effect of these events on the value of the Client's investments. The impact of a public health crisis such as COVID-19 (or any future pandemic, epidemic or other outbreak of a contagious disease) is difficult to predict, which presents material uncertainty and risk with respect to the performance of the Portfolio Manager.

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**PORTFOLIO MANAGEMENT SERVICES ACCOUNT RELATED DETAILS (For Individuals & Non-individuals)**
**Neo Asset Management Private Limited**

PMS Registration No. INP000007641 CIN No.: U67100MH2021PTC371799 GST No.: 27AAHCN9328A1ZH

Dear Sir,

I/We wish to avail the Non-Discretionary Portfolio Management Services offered by Neo Asset Management Private Limited. I/We hereby confirm that I/We have chosen the below mentioned product.

I/We wish to inform you that I/We have read and understood the contents of the Disclosure Document as specified in Fifth Schedule of the Securities and Exchange Board of India (Portfolio Managers) Regulations 2020, and provided to me/us prior to entering into the Portfolio Management Services Agreement.

I/We am/are enclosing herewith the documents/agreements as required for registering as a client for availing the Portfolio Management Services.

I/We hereby place Rs. \_\_\_\_\_ /- (Rupees only \_\_\_\_\_)

**A. POA Bank Account Details: (For operating PMS Account)**

Account Name _____		Account No. _____	
Bank Name		Branch	IFSC Code
Account Type	Savings / Current/ NRE / NRO/ Others (Please specify)		
Bank Account Details:	(Copy of personalised cancelled cheque leaf or bank statement containing name of the Account Holder with Account Number, IFSC Code and bank & branch name.)		

Account Name _____		Account No. _____	
Bank Name		Branch	IFSC Code
Account Type	Savings / Current/ NRE / NRO/ Others (Please specify)		
Bank Account Details:	(Copy of personalised cancelled cheque leaf or bank statement containing name of the Account Holder with Account Number, IFSC Code and bank & branch name.)		
<b>Mode of Payment</b> (Provide tick option each bullet point) <input type="checkbox"/> RTGS/ NFTS <input type="checkbox"/> Cheque no. _____			

**B. Depository Account Details (For operating PMS Account)**

DP Name _____		Client ID _____	
Address & Pin Code		DP ID	
(Proof for Demat CMR to be submitted)			

**C. Past Action**

Details of any action/proceedings initiated/pending/ taken by SEBI/ Stock exchange/any other authority against the applicant or its partners/promoters/whole time directors/authorized persons in charge during the last 5 years:

**D. INVESTMENT / TRADING EXPERIENCE & CLIENT'S PROFILE**
**1) Investment / trading experience:**

No. of Years in Stocks	No. of Years in Derivatives	No. of Years in other Investment related fields

**2) Overall investment goals: Capital Appreciation/ Regular Income/ Others (Please specify)**
**3) Risk Tolerance: Low/ Medium/ High**
**4) Time period for which investments are proposed to be made with the portfolio manager: \_\_\_\_\_ Months/Years**
**5) Systematic withdrawal, if any: Monthly/ Quarterly/ Annually/ N.A.**
**6) Detailed investment objectives of the client:**

S.No.	Particulars	Client's Preference
(a)	Equity: Nature of equities in which investments are desired, may be indicated	
(b)	Balanced: Percentage of debt/equity.	
(c)	Debt: Government Bonds, Corporate Debt etc.	
(d)	Mutual funds, Venture funds etc.	
(e)	Others	

## E. ADDITIONAL DETAILS

Mode of Operation:	<input type="checkbox"/> Singly	<input type="checkbox"/> Either or Survivor	<input type="checkbox"/> Joint	<input type="checkbox"/> As per BR
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## F. INTRODUCER DETAILS (optional)

Name of the Introducer	
Address, Phone No. and Email Id of Introducer	

## DECLARATION

I/We confirm that all the information given in the application is true and complete. I/We hereby authorize Neo Asset Management Private Limited to verify any information mentioned above and also undertake to inform you of any changes therein. In case any of the above information is found to be false or untrue or misrepresenting, I am/We are aware that I/ We may be held liable for it. I/We confirm that I am/We are aware of the Rules and Regulations of Prevention of Money Laundering Act (PMLA), 2002 and that I/We have not violated any of the rules and regulations of the said act and hereby indemnify Neo Asset Management Private Limited from any liability arising from my/our transactions executed under this arrangement.

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

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## [NON-DISCRETIONARY PORTFOLIO MANAGEMENT SERVICES AGREEMENT]

This Non-Discretionary Portfolio Management Services Agreement (hereinafter referred to as “this Agreement”) made and entered into on this \_\_\_\_\_ day of \_\_\_\_\_, Year \_\_\_\_\_ (“Effective Date”) at \_\_\_\_\_, by and between the person(s) specified in **Schedule I** (hereinafter referred to as “**the Client**” which expression shall unless the context otherwise requires, be deemed to include his/her/its, successors, administrator, and executors) of the **ONE PART**;

AND

NEO Asset Management Private Limited, a company incorporated under the provisions of the Companies Act, 2013 and having its registered office at 903, B-Wing, 9th Floor, Marathon Futurex, Mafatlal Mills Compound, N. M. Joshi Marg, Lower Parel, Mumbai – 400013, Maharashtra, India (hereinafter referred to as “**Portfolio Manager**” which expression shall, unless the context otherwise requires, be deemed to include its successors and assigns) of the **OTHER PART**.

WHEREAS:

- A. The Portfolio Manager holds a valid certificate of registration under the Securities and Exchange Board of India (Portfolio Managers) Regulations, 2020, to carry on the business of portfolio management services vide registration no. [INP000007641].
- B. The Portfolio Manager is, inter alia, engaged in investing funds of its clients in Securities and providing portfolio management services to its clients. The Client is desirous of appointing the Portfolio Manager for managing the investment of his/its funds on a non-discretionary basis and to avail the portfolio management services provided by the Portfolio Manager in the manner more particularly set out herein and under the SEBI Regulations.
- C. The Client represents that it has necessary expertise, manpower and infrastructure for and in respect of identifying investment opportunities and evaluating performance of such investments.
- D. The Client, for its operational convenience desires to appoint and retain the Portfolio Manager as its agent to serve as investment manager for those assets so designated by the Client from time to time, in accordance with the terms and conditions hereinafter set forth on non-discretionary basis, and the Portfolio Manager is willing to accept such appointment and retention in accordance with such terms and conditions laid down in this Agreement.
- E. The Portfolio Manager has made available to the Client a copy of the “Disclosure Document” (as defined herein below) and the Client having read and understood the contents of the Disclosure Document, has agreed to avail the services of the Portfolio Manager in accordance with the terms and conditions set out in this Agreement.

In this Agreement, unless the context otherwise requires, the Portfolio Manager and the Client shall hereinafter be jointly referred to as the “**Parties**”, and severally as a “**Party**”.

NOW, THEREFORE, in consideration of the mutual agreements set forth herein, the Parties agree as follows:

### 1. DEFINITIONS

For the purpose of this Agreement the following terms shall have the following meanings:

- 1.1 “**Accredited Investors**” shall have the meaning prescribed under the SEBI Regulations.
- 1.2 “**Agreement**” means this Non-Discretionary Portfolio Management Services Agreement, as amended, modified, supplemented or restated from time to time together with all annexures, schedules and exhibits, if any.
- 1.3 “**Applicable Laws**” means any applicable Indian statute, law, ordinance, regulation including the SEBI Regulations, rule, order, bye-law, administrative interpretation, writ, injunction, directive, judgment or decree or other instrument which has a force of law in India, as is in force from time to time.
- 1.4 “**Application Form**” means the application form filled and submitted by the Client to the Portfolio Manager to place its funds / securities with the Portfolio Manager for the purpose of availing non-discretionary portfolio management services and which shall be deemed to form an integral part of this Agreement.
- 1.5 “**Business Day**” means any day other than a day declared as a public holiday under the Negotiable Instruments Act, 1881, a Saturday or a Sunday, a day on which banks or stock exchanges are closed and any other day on which normal business cannot be transacted due to storms, floods, bandhs, strikes or such other events as the Portfolio Manager may specify from time to time. The Portfolio Manager reserves the right to amend the definition of “Business Day”.
- 1.6 “**Capital Contribution**” means the sum of money or Securities or combination thereof, contributed by the Client simultaneously upon execution of this Agreement or any time thereafter, subject to a minimum contribution of INR 50,00,000 (Indian Rupees Fifty Lakhs) or such other higher amount as may be specified by the Portfolio Manager in compliance with Applicable Laws, which is set forth in Schedule I of this Agreement. Accredited Investors and Large Value Accredited Investors shall be required to make a minimum Capital Contribution in accordance with the Applicable Laws.
- 1.7 “**Custodian**” means one or more custodian appointed by the Portfolio Manager, from time to time, for maintaining custody of funds and/or Securities of the Client.

- 1.8 **"Depository Account"** means one or more account or accounts opened, maintained and operated by the Portfolio Manager or the Custodian in the name of the Client or the Portfolio Manager/Custodian with any depository or depository participant registered under the SEBI (Depositories and Participants) Regulations 2018.
- 1.9 **"Disclosure Document"** means the disclosure document filed by the Portfolio Manager with SEBI and made available on the website of the Portfolio Manager and as may be amended by the Portfolio Manager from time to time.
- 1.10 **"Distributor"** means a Person empaneled by the Portfolio Manager which refers clients to the Portfolio Manager in lieu of commission/charges.
- 1.11 **"Eligible Investors"** means individuals, company, body corporate, partnership firm, association of persons, limited liability partnership, trust, hindu undivided family and such other persons as may be deemed by the Portfolio Manager, to be eligible to avail of the services of the Portfolio Manager from time to time under the PMS.
- 1.12 **"Exit Load"** means the fee as prescribed in Annexure "A" hereto, payable in accordance with Clause 17.3 hereunder.
- 1.13 **"Fair Market Value"** means the valuation of unlisted Securities determined by an agency appointed by the Portfolio Manager, which may include a reputable chartered accountant or other consultants.
- 1.14 **"Instructions"** shall have the meaning prescribed under Clause 2.1 of this Agreement.
- 1.15 **"Interim Disbursement"** shall have the meaning prescribed under Clause 17.6.1 of this Agreement.
- 1.16 **"Investment Transactions"** shall mean and include acts of investment, re-investment, redemption, transfer, disposal, liquidation and / or in any other like manner dealing with the Client Portfolio.
- 1.17 **"Large Value Accredited Investors"** shall have the meaning prescribed under the SEBI Regulations.
- 1.18 **"Management Fee"** means the fees payable to the Portfolio Manager in accordance with Annexure "A".
- 1.19 **"Net Realized Value"** means the net value realized of the Securities held in the Client Portfolio pursuant to any sale, transfer, redemption, buyback or other mode of realization which, as the case may be, inclusive of returns, entitlements, dividend, interest, premium, discounts, bonus, if any, net of all taxes deducted at source by the Portfolio Entity/ies or otherwise.
- 1.20 **"Non-Resident Indian" or "NRI"** means an individual resident outside of India who is a citizen of India as per the Applicable Laws.
- 1.21 **"Overseas Citizen of India" or "OCI"** means an individual resident outside India who is registered as an Overseas Citizen of India cardholder under Section 7(A) of the Citizenship Act, 1955.
- 1.22 **"Person"** means and includes any individual, partnership, limited liability partnership, corporation, company, body corporate, unincorporated organization or association, trust or other entity whether incorporated or otherwise.
- 1.23 **"Performance Fee"** means the performance-linked fee payable to the Portfolio Manager in accordance with Annexure "A" hereto.
- 1.24 **"Portfolio" or "Client Portfolio"** shall mean the total holding of Securities and goods belonging to the Client in accordance with this Agreement.
- 1.25 **"Portfolio Commencement Date"** means the date when each of the payment of the Capital Contribution shall be made to the Portfolio Manager. For avoidance of doubt, where the Capital Contribution is received prior to account being opened, initial Portfolio Commencement Date shall be the date on which the demat account of the Client is opened and formal client on-boarding process is completed by the Portfolio Manager.
- 1.26 **"Portfolio Entity"** means companies, enterprises, bodies corporate, or any other entities in the Securities of which the monies from the Client Portfolio are invested subject to Applicable Laws.
- 1.27 **"Portfolio Investments"** means investments in Securities of one or more Portfolio Entity/ies made by the Portfolio Manager on behalf of the Client under the PMS from time to time.
- 1.28 **"PMS"** shall mean the non-discretionary service platform provided by the Portfolio Manager, acting on the direction of the Client, in accordance with the terms and conditions set out in this Agreement, Disclosure Document and subject to Applicable Laws.
- 1.29 **"Securities"** for the purpose of this Agreement shall mean and include unlisted securities or securities listed or traded on a recognized stock exchange, money market instruments, units of mutual funds, bonds, debentures, or other securities as specified by SEBI from time to time and permissible under the SEBI Regulations.
- 1.30 **"SEBI"** shall mean the Securities and Exchange Board of India established under sub-section (1) of Section 3 of the Securities and Exchange Board of India Act, 1992.
- 1.31 **"SEBI Regulations"** shall mean the Securities and Exchange Board of India (Portfolio Managers) Regulations, 2020 as amended and modified from time to time and including any circulars/notifications issued pursuant thereto.
- 1.32 **"Term"** shall mean the term of this Agreement as provided in Clause 12 hereunder.

Capitalized terms used herein, which are not otherwise defined in this Agreement but defined under Applicable Law/s shall have the same meanings respectively assigned to them in such Applicable Law/s.



In this Agreement, unless the context otherwise requires:

- a. Words in the singular shall include words in the plural and vice versa;
- b. References to a person shall include such person's successors and permitted assignees or transferees;
- c. The Schedules attached hereto are incorporated in and are intended to be a part of this Agreement, provided that in the event of a conflict between the terms of any Schedule and the terms of the body of this Agreement, the terms of the body of this Agreement shall take precedence.
- d. The words 'including', 'include' and 'in particular' shall be construed as being by way of illustration only and shall not be construed as limiting the generality of the preceding words.
- e. The terms 'hereof', 'hereto' and derivative or similar words refer to this entire Agreement or specified Clauses of this Agreement, as the context may require.
- f. Words importing a particular gender include all genders and word denoting company include body corporate, corporations and trusts and vice-versa;
- g. The headings and sub-headings to this Agreement are inserted only for reference to the provisions hereof and shall not affect the construction of such provisions; a reference to a thing includes a part of that thing;
- h. Where the day by which anything is to be done is not a Business Day, that thing must be done by the Business Day following immediately thereafter; and
- i. References in this Agreement to statutory provisions shall be construed as references to those provisions as modified, consolidated or re-enacted from time to time (whether before or after the date of this Agreement) and to any subordinate or delegated legislation made under such provisions and shall include references to any repealed statutory provision which has been so re-enacted (whether with or without modification).
- j. A reference to writing includes any means of reproducing words in a tangible and permanently visible form.
- k. Reference to 'consent' or 'approval' shall mean prior written consent / approval.
- l. Any reference to 'mutual agreement' shall mean any mutual agreement between the Parties in writing.
- m. Words and expressions used herein and not defined in this Agreement but defined in the Companies Act, 2013, the SEBI Act, 1992, Securities Contracts (Regulations) Act, 1956 or the Depositories Act, 1996 and/ or rules and regulations issued therein, shall have the same meaning respectively assigned to them in the aforesaid statutes.

## 2. APPOINTMENT OF THE PORTFOLIO MANAGER

- 2.1 Pursuant to valid and proper authority and in accordance with Applicable Laws, the Client hereby appoints the Portfolio Manager, on a non-discretionary basis, to manage the Portfolio of the Client as the Client's agent and hold the Portfolio on behalf of the Client (in the name of the Client or otherwise as permissible under the SEBI Regulations) and implement instruction of the Client pertaining to various Investment Transactions (hereinafter referred to as "Instructions"). The Portfolio Manager agrees to provide non-discretionary portfolio management services to the Client in terms of this Agreement. The Client shall be deemed to have approved / ratified any such Investment Transactions and related actions or deeds that the Portfolio Manager has taken and / or may have to take from time to time.
- 2.2 The Portfolio Manager shall carry out Investment Transactions, strictly at the sole and absolute discretion of the Client and as instructed by the Client from time to time, unless otherwise specified in this Agreement. Such Instructions of the Client for Investment Transactions shall be intimated to the Portfolio Manager in writing through fax or at designated e-mail address. The fax or scanned letter shall bear the signature of the Client or the authorised signatories of the Client, whose attested signatures have been furnished to the Portfolio Manager. The Client agrees, undertakes and confirms that any action taken by the Portfolio Manager based on such Instruction shall be valid and binding on the Client and the Portfolio Manager shall not be responsible or liable in any manner for so acting on the Instruction of the Client.

## 3. SCOPE

- 3.1 The Portfolio Manager will manage the Portfolio as per the investment objectives, investment approach and investment restrictions, as stated in this Agreement as well as in accordance with the Applicable Laws. Subject to such investment objectives, investment approach and investment restrictions, the Portfolio Manager, with act upon the Instruction of the Client to buy, sell, retain, freeze, redeem, exchange or otherwise deal in any Securities and investments, place deposits, subscribe to issues such as rights issue, public issue, buyback etc., effect transactions in any markets. It is clarified that in providing such services, the Portfolio Manager is not guaranteeing or assuring any return on or protection of the Capital Contribution, either directly or indirectly.
- 3.2 The Portfolio Manager shall be entitled to take such steps as may be from time to time necessary, incidental, ancillary or conducive to the fulfillment of the objectives of this Agreement.
- 3.3 The Portfolio Manager shall act in a fiduciary capacity towards the Client and in respect of the portfolio management services provided hereunder shall act as an agent and trustee of the Client.



#### 4. CLIENT PARTICIPATION

- 4.1 The Client hereby gives limited operating authorities and powers to the Portfolio Manager so as to enable the Portfolio Manager to give effect to the Instructions in terms of this Agreement. These authorities include giving instructions to the trading members/brokers/custodian with respect to the consummation of Investment Transactions for and on behalf of the Client in the Portfolio, operating bank account for and in respect of Investment Transactions. The Client assumes full responsibilities and liabilities for acts of the trading member/broker / custodian/ bank in response to instructions so given by the Portfolio Manager.
- 4.2 The Client represents that it is eligible to enter into this Agreement and has the full legal right, power, authority and capacity to execute, deliver and fully perform this Agreement. The Client may cause its duly constituted attorney to represent the Client under this Agreement. Subject to the terms and conditions of this Agreement, the Client's Capital Contribution as mentioned in Schedule I of this Agreement, to be invested through the Portfolio Manager, shall be provided by the Client simultaneously with execution of this Agreement. The Client may make further placement/s of funds in form of additional Capital Contribution on one or more occasion(s) during the Term. Such amounts shall be governed by the terms and conditions of this Agreement.
- The permissible costs/fees/expenses would be paid from the Capital Contributions, post which the Portfolio Manager will invest the funds in terms of this Agreement.
- 4.3 As the Portfolio Manager acts only as per the Instructions of the Client, the Client agrees and acknowledges that in providing services under this Agreement, the Portfolio Manager has no information of or expected to assume responsibilities for Client's specific investment objectives, financial situation or particular needs.
- 4.4 The Client shall have executed a valid, irrevocable power of attorney (in the form prescribed under Annexure "G" of this Agreement) in favor of the Portfolio Manager and/or its authorized representatives to enable the Portfolio Manager to provide portfolio management services on a non-discretionary basis under this Agreement.
- 4.5 The Client warrants that he/she has not been prohibited by SEBI, Reserve Bank of India (RBI) or any other regulatory authority or judicial body in India or abroad from investing in Securities. Further, the Client warrants that no investigation or similar proceedings are pending in relation to the Client's existing investments in Securities, if any.
- 4.6 The Client hereby unconditionally and irrevocably undertakes to promptly and regularly pay, as per the Applicable Laws, all taxes payable in connection with the Portfolio including without limitation income tax, if any, on the income arising from the Portfolio whether by way of interest, dividend, short term and long term capital gains, stamp duty (where applicable) or otherwise howsoever and file, within the prescribed time frames all tax returns, statements, applications and other documents in that regard. The Client may, at its own cost and consequences, obtain advice from tax consultants. The Portfolio Manager shall not be liable for any tax liability/claim arising out of this Agreement.
- 4.7 The Portfolio Manager shall deal exclusively with the Client and shall under no circumstances recognise or take cognizance of any privity of contract between the Client and any other person or entity in respect of this Agreement, except in the case of duly constituted attorneys and/or authorised agents who will be recognised strictly for the purpose of representation of the Client under this Agreement in accordance with the rights granted to such attorney.
- 4.8 The Portfolio Manager hereby discloses to the Client that the Portfolio Manager may manage monies of other clients under the PMS for the purpose of investment in the Securities and for this purpose the Portfolio Manager shall enter into separate agreements with each of its clients under the PMS. In such a case, to the extent permissible by the Applicable Laws and for the purpose of economies of scale, the Portfolio Manager may aggregate purchases or sales of Securities. This Agreement and the pursuant relationship of Portfolio Manager with the Client is exclusive and does not create any interest whatsoever between the clients inter-se or between the clients as a group and the Portfolio Manager.
- 4.9 The Portfolio Manager shall, through the Custodian or in any other manner as permissible under the Applicable Laws, hold Securities in the name of the Client or in such other manner as may be permitted under Applicable Laws from time to time. Subject to Applicable Laws, in the event of aggregation of purchase or sales carried out for the purpose of economies of scale, inter se allocation between the Client and other clients of the Portfolio Manager shall be done by the Portfolio Manager on a pro-rata basis and at the weighted average price of the day's transactions. The Portfolio Manager shall complete the allocation process on the same day on which sales and / or purchases are affected or as prescribed under the Applicable Laws.
- 4.10 In the event of (i) any change in the constitution or identity or name or official status or restructuring of the Client, (ii) any material change in the control and management of the Client during the currency of this Agreement; or (iii) any change in the information submitted by the Client to the Portfolio Manager including any information provided in the Application Form, it shall be the duty of the Client to keep the Portfolio Manager duly informed of such change. The Portfolio Manager may seek advice or appropriate directions, where required, from competent authorities under Applicable Law with regard to the continuation of this Agreement and any other agreement(s) entered into with the Client which may be affected by such a change and in such an event the Portfolio Manager will be entitled to terminate this Agreement if it so deems fit. In addition to the above and more particularly where the Client is a partnership firm, body corporate or a trust, the Client shall advise in writing of any change that may take place in the partnership firm/body corporate/trust, and all the present partners/officers/directors/trustees will be liable for any obligations which may be standing in the name of the firm/trust on the date of the receipt of such notice by the Portfolio Manager and until all such obligations have been fulfilled.
- 4.11 The Client (jointly and severally, in case of joint ownership) hereby confirms that he/she/it has read and understood the terms of this Agreement and is availing of the services of the Portfolio Manager after understanding the general risk factors and the specific risk factors and after being satisfied as to the terms and conditions of this Agreement and agrees to be bound by the same. The Client has such

knowledge and experience in financial and business matters that the Client is capable of evaluating the merits and risks associated with the investments proposed to be made by the Portfolio Manager based on its Instruction under the PMS, and the Client is able to bear the risk of such investment.

- 4.12 The Client warrants that, at all times, it shall comply with the Applicable Laws and will not do or permit anything to be done which might cause or otherwise result in a violation or breach of such Applicable Laws and codes of practice/conduct.
- 4.13 The Client agrees to execute, from time to time and as and when called upon to do so by the Portfolio Manager, one or more powers of attorney and such other deeds, documents and writings in the form and content required by the Portfolio Manager and / or to do such other acts or things as are necessary for the purpose of this Agreement.
- 4.14 The Client shall not, at any time during the Term of this Agreement, create or agree to creation of a pledge/lien or any other encumbrance on its Portfolio or any part thereof or otherwise deal with the Portfolio in any manner whatsoever except in accordance with Applicable Laws.
- 4.15 The Client shall disclose, in writing, its direct or indirect interest in various body corporates, which may enable the Client to obtain unpublished price sensitive information from such body corporate, as provided in the SEBI (Prohibition of Insider Trading) Regulations, 2015 in the form provided in Annexure "C" hereto. The Client shall keep the Portfolio Manager indemnified against the consequences of any non-disclosure in this respect.
- 4.16 If the Client is an individual, the Client may, by executing the Nomination Form attached hereto as Annexure "F", nominate any individual to receive all proceeds that have accrued on his Portfolio upon his / her death or disability, subject to the submission of requisite documents to the Portfolio Manager and completion of certain necessary formalities as may be required from the nominee in favour of and to the satisfaction of the Portfolio Manager as per the Portfolio Manager's policies and procedures that may be in place in this regard. Nomination may be made, either singly or jointly, provided that in case of joint holding, the joint holders shall jointly and not severally appoint the nominee. Furthermore, all the joint holders shall be required to sign the Nomination Form. In case of such joint holding, the nomination process provided above shall become applicable only upon death or disability of all the joint account holders of the Client Portfolio. The process for transfer of the rights and liabilities of the joint account holder/s in case of death or disability has been provided in Clause 17.5 of this Agreement.
- 4.16.1 In case of death or disability of a Client without having made a nomination or in the case of the nominee also having expired, the Portfolio Manager shall have a right to call for all such documents it deems appropriate, including without limitation, certified copies of probate, letters of administration, succession certificate etc. The Portfolio Manager would be under no obligation to return the Client Portfolio to any person claiming to be the successor or the claimant of the Client Portfolio, unless the documents as specified herein below are duly produced before it and are verified (it is clarified that the Portfolio Manager may require additional documents as it deems fit):
- (a) Certified/attested copy of the death or disability certificate;
  - (b) Notarized or certified copy of the will;
  - (c) Certified copy of:
    - Probate, or
    - Letter of administration, or
    - Succession certificate
  - (d) Know Your Client documents/Permanent Account Number; and
  - (e) Indemnity bond (as per the format provided by Portfolio Manager).
- 4.16.2 Notwithstanding anything stated above in Clause 4.16.1 and subject to Applicable Law, in case of death or disability of the Client who has appointed a nominee, this Agreement may continue in favour of such nominee if mutually agreed between the Portfolio Manager and the nominee, pursuant to which the nominee shall be bound by the obligations and duties of the Client hereunder without any further action on the part of the Portfolio Manager. The Portfolio Manager shall have the right to call upon the nominee to execute such documents as may be necessary for the purpose of giving effect to this provision.
- 4.16.3 Transfer / payment of the Client Portfolio to the nominee or the claimant as aforesaid shall discharge the Portfolio Manager from all its responsibilities under this Agreement. Provided however that if the Portfolio Manager incurs any loss or expenses whatsoever arising out of any litigation or harm that it may suffer in relation to the nomination, the Portfolio Manager will be entitled to be indemnified absolutely from the deceased Client's estate and the Portfolio Manager will have a right to set-off such loss from the Client Portfolio.
- 4.17 The Client agrees and undertakes to give prior written intimation to the Portfolio Manager in the event of proposed change in residential status from a person resident in India to a person resident outside India including a Non-Resident Indian as defined under the Foreign Exchange Management Act, 1999 and rules and regulations made thereunder. The Client agrees that failure in complying with the requirement laid down in this clause would require the Client to make good any losses/expenses/penalties incurred by the Portfolio Manager under Applicable Law. The Client further agrees that the Portfolio Manager may, in its sole and absolute discretion, consider the proposed change of residential status of the Client (as contemplated in this clause above) as voluntary termination of this Agreement by the Client and make it subject to charge of Exit Load in accordance with the terms of this Agreement.
- 4.18 In the event of termination of this Agreement upon change of residential status of the Client as per Clause 4.17 above, the Portfolio

Manager shall arrange to deposit in the designated bank account of the Client the Net Realized Value in the manner stated in Clause 17 below as soon as practicable from the date of written intimation by the Client of change of the residential status to the Portfolio Manager and receipt of Portfolio Manager of the same.

#### 4.19 Additional Terms and Conditions Applicable to Non-Resident Indian and/or Overseas Citizen of India

In the event of the Client being an NRI or an OCI, in addition to the other conditions specified in this Agreement, such a Client shall be subject to the following additional terms and conditions:

- 4.19.1 The Client shall have obtained all relevant exchange control permissions for the purpose of entering into this Agreement and performing the transactions envisaged hereunder (including without limitation, approvals required from the RBI, if any).
- 4.19.2 The services provided to the Client by the Portfolio Manager, under this Agreement, shall be subject to the exchange control regulations applicable to such Client including, but not limited to, the provisions of the Foreign Exchange Management Act, 1999 and the rules and regulations issued thereunder.
- 4.19.3 In the event of the Client ceasing to be an NRI, the Client shall promptly inform the Portfolio Manager of the same.
- 4.19.4 All communications/intimations by the Client to the Portfolio Manager shall be accompanied by the requisite and relevant approvals from RBI and/or any other regulatory authorities.
- 4.19.5 The Portfolio Manager shall also be specifically empowered pursuant to this Agreement to liaise with the RBI for legal approvals/reporting for and on behalf of the Client.
- 4.19.6 The Portfolio Manager shall not be liable for any loss, cost, damage and/or expense caused to the Client as a consequence of any delay of RBI and/or any other regulatory authority.
- 4.19.7 The Client shall indemnify and keep the Portfolio Manager, its directors, shareholders, officers, employees and agents harmless (on a full indemnity basis) from the consequences that the Portfolio Manager may suffer due to a non-compliance by the Client with any law/regulatory requirements including, but not limited to, any losses, cost, damage and/or expense that the Portfolio Manager, its directors, shareholders, officers, employees and agents may suffer due to any Securities purchased for the Client not being registered in the Client's name due to any regulatory reasons (including without limitation, the percentage of NRI/OCI holdings in the relevant company exceeding permissible limits).
- 4.19.8 Without prejudice to the other provisions contained hereinabove, in all dealings with the Client, the Portfolio Manager shall be entitled to presume (without being bound to) that the Client has obtained all necessary approvals pursuant to the applicable exchange control regulations.

## 5. INVESTMENT OBJECTIVES, APPROACHES AND RESTRICTIONS

The investment objective of the Portfolio Manager is to offer PMS to high net-worth individuals (HNIs), institutional clients, corporates and any other permissible class of investors (including Accredited Investors and Large Value Accredited Investors) in respect of investment in Indian securities and capital markets and/or overseas securities, in accordance with the SEBI Regulations. The Portfolio Manager would seek to generate capital appreciation as well as returns on Capital Contributions by such investments. The Client understands and agrees that the Portfolio Manager may use derivative instruments like stock index futures, futures on individual stocks, options on stock indices and options on individual stocks, interest rate swaps, forward rate agreements or such other derivative instruments as may be introduced from time to time, as permitted by the SEBI Regulations and Applicable Laws. However, the total exposure of the Portfolio of the Client in derivatives will not exceed the Portfolio placed with the Portfolio Manager. Kindly refer Annexure "D" hereto for more details in respect of derivative transactions that the Portfolio Manager shall undertake in respect of the Portfolio, based on the Instructions of the Client.

- 5.1 The Portfolio Manager, acting upon the Instructions of the Client, shall invest the Client's funds in Securities as may be permitted under SEBI Regulations and Applicable Law.
- 5.2 The investment in Securities shall be held by the Portfolio Manager for a period which shall not exceed the Term of this Agreement and shall at all times be subject to the strategy/ies of the Portfolio Manager chosen by the Client.
- 5.3 Subject to Applicable Laws, the Portfolio Manager shall not, unless otherwise specifically instructed by the Client exercise voting rights and such other rights in relation to any Securities held on behalf of the Client.
- 5.4 The investment approach proposed to be undertaken by the Portfolio Manager has been detailed out under Annexure "H" – Investment Approach.
- 5.5 The Portfolio Manager, acting upon the Instructions of the Client, may conduct operations and transactions including sale and purchase transactions from the Client Portfolio through agencies, entities, brokers or a panel of brokers at prevalent market prices. The Portfolio Manager, acting upon the Instructions of the Client, may resort to transactions through private placement, arrangements, agreements and/or contracts for facilitating acquisition and/or disposals, as the case may be.
- 5.6 In the management of the Client Portfolio, the Portfolio Manager may, acting upon the Instructions of the Client, apply for, subscribe, obtain, buy, accept, acquire, endorse, transfer, redeem, renew, exchange, dispose, sell or otherwise deal in the Securities and generally manage, convert, transpose and vary the investments of the Client Portfolio.
- 5.7 Accruals, accretions, benefits, allotments, calls, refunds, returns, privileges, entitlements, substitutions and / or replacements or any

other beneficial interest including dividend, interest, premium, discounts and other rights, benefits and accruals that accrue to the investments in respect of the Client Portfolio shall be received by the Portfolio Manager in the name of the Client and would in every event belong to Client Portfolio.

- 5.8 The Portfolio Manager shall buy and sell Securities on the basis of delivery and shall in all cases of purchases, take delivery of the relevant Securities and in all cases of sale, deliver the relevant Securities and shall in no case put itself in a position whereby it has made a short sale or needs to carry forward a transaction or engage in bill discounting, badla finance or lending or placement with corporate or non-corporate bodies. The Portfolio Manager may, upon Instructions by the Client, participate in securities lending as per the Securities Lending Scheme, 1997 specified by SEBI. The Portfolio Manager may however, in accordance with the SEBI Regulations and Applicable Laws, upon Instructions by the Client, enter into futures contracts, options in securities, options on indices and other similar types of investment, which may result in the Client having to provide initial margin payments and which would be deemed to constitute part of the normal course of managing the Portfolio and also transactions which will have the possibility of creating a hedge against the existing structure of the portfolio and such transactions could include derivative products as may be permissible under law from time to time. The derivatives will be valued at closing/settlement prices on the relevant stock exchange/s.
- 5.9 Subject to the fees charged by the Portfolio Manager, and other deductible expenses, all variations in the value including capital appreciation or depreciation, trading profits or losses, dividends, interest, premium, discounts and other rights and accruals on the Securities and goods of the Client Portfolio, would be to the account of and shall belong solely to the Client. Subject to the aforesaid, the Portfolio Manager, may upon Instructions by the Client, execute off market transaction in Client Portfolio in accordance with the SEBI Regulations.
- 5.10 The Portfolio Manager may, through the Custodian or in any other manner as permissible under the Applicable Laws, keep the funds of the Client in a separate bank account maintained with a scheduled commercial bank segregated from the accounts of Portfolio Manager's other clients or in any other manner at its discretion, subject to the requirements laid down under SEBI Regulations and use the same for the purpose of the purchase and sale of Securities allowed in this Agreement and for payment of allowable expenses/fees and for the purposes set out in this Agreement. The Portfolio Manager shall not use funds of the Client for the benefit of any other clients. Accounts of the Client shall be segregated from the accounts of all the other clients of the Portfolio Manager and shall be maintained separately.
- 5.11 The Portfolio Manager may, upon Instructions by the Client, deploy idle cash balances of the Client, which may arise from time to time, in bank deposits, liquid, money market or other direct plan of mutual fund schemes, money market instruments including, commercial paper, trade bill, treasury bill, certificate of deposit and usance bill or such other Securities as per the Applicable Laws. In no case shall the Portfolio Manager deploy the Capital Contribution in unregulated financing mechanism such as badla or discounting of bills of exchange or for the purpose of lending or placement with corporate or non-corporate bodies unless otherwise permitted by SEBI.
- 5.12 The Portfolio Manager may, upon Instructions by the Client, invest in units of mutual funds only through direct plans and shall not charge any distribution related fees to the Client in accordance with the SEBI Regulations. Further, the Portfolio Manager shall not (i) invest the Client Portfolio in the portfolio managed or administered by another portfolio manager and (ii) invest the Client Portfolio based on the advice from any other person.

## 6. CAPITAL CONTRIBUTION AND REINVESTMENT

- 6.1 The Client agrees to place with the Portfolio Manager an amount or Securities as specified in this Agreement/Application Form as being the Capital Contribution to be managed on a non-discretionary basis. The Client Portfolio shall be subject to the fees as specified in Annexure "A" hereto. It is hereby clarified that the fees may vary for each client of the Portfolio Manager.
- 6.2 Simultaneously upon the execution of this Agreement, the Client shall transfer the Capital Contribution to the Portfolio Manager. Till the time the Capital Contribution is invested as per the investment objectives, the Portfolio Manager shall be entitled, but not obligated, to invest the same in bank deposits, liquid, money market or other direct mutual fund schemes, money market instruments including, commercial paper, trade bill, treasury bill, certificate of deposit and usance bill or such other Securities as per the Applicable Laws, as may be deemed fit by the Portfolio Manager, for the interim period or may be kept in a bank account as may be specified by the Portfolio Manager from time to time. Any returns generated from such investments shall be paid to the Client by the Portfolio Manager.
- 6.3 The number of applicants in a joint application shall not exceed 2 (two). In case of joint Clients (who are individuals), all shall be jointly and severally liable for payment of Capital Contribution. All the joint Clients agree that they will be jointly and severally liable for payment of Capital Contribution in accordance with this Agreement.
- 6.4 In the event an account has more than 1 (one) registered holder, the first-named holder (as determined by reference to the Application Form) shall receive the Statements, all notices and correspondences with respect to the account, the Interim Disbursements as well as the proceeds of any and all sums as due and payable to the Client on termination or expiry of this Agreement. The Portfolio Manager shall have no liability in this regard to any account holder other than the first named holder of the account.
- 6.5 The interest, premium, dividend, discounts, returns, money arising out of disposal of any Portfolio Investment/s and other rights and accruals on the Securities to the account of the Client may be reinvested by the Portfolio Manager, upon the Instructions of the Client, subject to the terms of this Agreement.

## 7. NO WARRANTY

- 7.1 The Portfolio Manager does not provide any warranty (express or implied) as to the appreciation in the value of the Securities or as to the return on such Securities, in which the Client's funds are invested by the Portfolio Manager. It is clearly understood by the Client that the Portfolio Manager shall not, in any manner whatsoever, be liable, in case of depreciation in the value of Securities, either individually or in



total, in which funds are invested by the Portfolio Manager or for any indirect or consequential losses or for non-recovery of or failure of the Portfolio Entity/ies to return the investments in the Securities together with the interest, premium and other benefits and accruals thereon either during the term of this Agreement or upon termination in accordance with Clause 17 of this Agreement.

- 7.2 The Client acknowledges and confirms that the purchase and sale of Securities has an inherent risk and accordingly, any loss, damage, cost direct or indirect or consequential on account of purchase and sale of Securities by the Portfolio Manager with the funds of the Client, in terms of this Agreement, shall be that of the Client. The Portfolio Manager shall not in any way, directly or indirectly be responsible or liable for the loss or otherwise which arises to the Client on account of the aforesaid eventualities.

## 8. FEES AND CHARGES

- 8.1 The Portfolio Manager shall receive remuneration/fee for services rendered to the Client under this Agreement, as stated in Annexure "A" and as revised and mutually agreed to by both the Parties from time to time.
- 8.2 Upon termination, fees due and payable for the period since the last fee payment period, would be calculated by the Portfolio Manager, on a proportionate basis for the number of days till termination, based on the value of the average of the daily Assets Under Management, as stated in Annexure "A".
- 8.3 The Client hereby irrevocably directs the Portfolio Manager to directly debit all fees and charges as per this Agreement to the Client's funds and the Portfolio Manager hereby undertakes to provide the Client with complete details of the charges debited to the Client's funds.
- 8.4 The Portfolio Manager will, in accordance with Annexure "A" charge (a) Management Fee, (b) Performance Fee, and (c) Exit Load. The Portfolio Manager will calculate and charge Performance Fee, as stated in Annexure "A".
- 8.5 The Client hereby grants its consent to the fees and charges as specified in Annexure "A" and elsewhere in this Agreement for the services provided directly and indirectly by the Portfolio Manager including any charges/expenses incurred in relation to Portfolio Investments and shall not raise any objections on the charging of the same by the Portfolio Manager.
- 8.6 Billing will be at the frequency stated in Annexure "A".
- 8.7 No up-front fees shall be charged by the Portfolio Manager directly or indirectly to the Client. Notwithstanding the above, the Portfolio Manager may charge up-front costs and expenses so attributable to the Client in terms of this Agreement.
- 8.8 Without prejudice to what is stated above, the Portfolio Manager shall deduct or get reimbursed from the Client's Capital Contribution towards the following charges/expenses:
- (a) Transaction expenses including, but not limited to, statutory fees, documentation charges, statutory levies, stamp duty, registration charges, commissions, charges for transactions in Securities, custodian fees, fees for fund accounting, valuation charges, audit and verification fees, depository charges, and other similar or associated fees, charges and levies, legal fees, incidental expenses etc.;
  - (b) Brokerage shall be charged at actuals;
  - (c) Legal and statutory expenses including litigation expenses, if any, in relation to the Portfolio;
  - (d) Statutory taxes and levies, if any, payable in connection with the Portfolio;
  - (e) Valuation expenses, valuer fees, audit fees, levies and charges; and
  - (f) All other costs, expenses, charges, levies, duties, administrative, statutory, revenue levies and other incidental costs, fees, expenses not specifically covered above arising out of or in the course of managing or operating the Portfolio.

## 9. POWERS, DUTIES AND OBLIGATIONS OF THE PORTFOLIO MANAGER

- 9.1 The Portfolio Manager shall invest the Client's Capital Contribution in accordance with the terms and conditions of this Agreement and Applicable Laws. The Portfolio Manager is authorized to take all actions as may be necessary to implement the Instructions of the Client in accordance with Applicable Laws. The Client also warrants that the Portfolio Manager shall have authorities limited to execute in the name and on behalf of the Client (or as otherwise permissible under the SEBI Regulations), all the necessary deeds, documents, writings, forms, applications, as may be required to be filed with any company, organization, institution, depository participant, government body or department in any manner relating to implementation of Portfolio Investments as per Client's Instructions and to take all necessary actions to enable the Portfolio Manager to effectively exercise the authorities conferred in hereto and for any incidental and consequential actions. The Client shall from time to time execute such further authorizations and writings as may be required by the Portfolio Manager for effectively exercising its functions under this Agreement.
- 9.2 The Portfolio Manager shall not, unless otherwise specifically instructed by the Client, as provided in this Agreement and permitted under Applicable Laws and SEBI Regulations: (i) determine which Securities to purchase / sell and / or rights to consent to corporate actions, conversion rights, subscription rights, tender rights, appraisal rights and any other rights pertaining to the Portfolio Investments shall be exercised, and/or (ii) execute all such certificates, proxies, consents and other documents necessary or appropriate to effectuate the powers of the Portfolio Manager under this Agreement and/or (iii) borrow funds or securities on behalf of the Client and/or (iv) lend securities on behalf of the Client to any third person or party.

- 9.3 The Portfolio Manager will hold Securities in a separate Depository Account opened for the purpose of portfolio management services. The Custodian/Portfolio Manager shall follow up all entitlements such as bonus, rights, dividends etc. on behalf of the Client to the extent permissible under Applicable Laws. The Portfolio Manager shall not invest and/or divest and/or deal in the Client's funds based on price sensitive classified information.
- 9.4 The Portfolio Manager shall observe a high standard of integrity and fair dealing in all transactions involving the Client's funds.
- 9.5 The Portfolio Manager and / or any of its officers, directors, shareholders, employees or associates shall not derive any benefit, whether direct or indirect, from the Client's Portfolio.
- 9.6 The Portfolio Manager shall not borrow funds and/or Securities on behalf of the Client. The Portfolio Manager shall not lend securities held on behalf of the Client to a third person without prior authorization by the Client.
- 9.7 The Portfolio Manager shall exercise due care and diligence in rendering services, under this Agreement, to prevent the possibility of loss of capital. However, it is understood that investments are made on certain evaluation basis and there can be no assurance with regard to returns or even preservation of capital.
- 9.8 The Portfolio Manager shall, upon Instructions of the Client, take all actions which it deems necessary, and in particular to place all orders for the purchase or sale of Securities with brokers or dealers selected by it, and to that end, the Portfolio Manager is authorized as the agent of the Client to give instructions to the Custodian as to the deliveries of Securities and payments of funds with respect to transactions in Securities for the Depository Account. In connection with the selection of such brokers or dealers and the placing of such orders, the Portfolio Manager is directed to seek for the trade execution by responsible brokerage firms at reasonably competitive commission rates. In this regard, the Portfolio Manager shall not be deemed to have acted unlawfully or to have breached any duty created by this Agreement or otherwise, solely by reason of its having caused the Client to pay a broker or dealer an amount of commission for effecting a Securities transaction in excess of the amount of commission another broker or dealer would have charged for effecting a similar transaction in Securities, if the Portfolio Manager determined in good faith that such amount of commission was reasonable in relation to the value of the brokerage and research services provided by such broker or dealer. The Portfolio Manager shall not be responsible for any acts or omissions by any such broker or dealer, provided that the Portfolio Manager is not grossly negligent in the selection of such broker or dealer.
- 9.9 The portfolio manager shall maintain separate client-wise accounts and the funds received from the clients, investments or disinvestments, all the credits to the account of the client like interest, dividend, bonus, or any other beneficial interest received on the investment and debits for expenses, if any, shall be properly accounted for and details thereof shall be properly reflected in the client's account. The tax deducted at source as required under the provisions of the Income-Tax Act, 1961, shall be recorded in the portfolio account.
- 9.10 The Portfolio Manager shall be entitled to appoint and at its discretion remove agents, to determine their respective duties, to fix their emoluments in carrying out the services to be provided under this Agreement; and to acquire security in such instance and for such amount as it may think fit. Any such fees, charges paid / incurred by the Portfolio Manager shall be borne by and debited to the Client's Portfolio.
- 9.11 The Portfolio Manager shall be entitled to open and operate one or more bank accounts, demat accounts and constituent subsidiary general ledger accounts for and on behalf of the Client, to deposit and withdraw monies / Securities in such accounts and to fully operate the same. These accounts will be solely operated by the Portfolio Manager and/or the Custodian to the exclusion of the Client and the Client hereby confirms and ratifies that it shall not exercise any right in relation to operation of these accounts till the termination / revocation of this Agreement.
- 9.12 The Portfolio Manager will send to the Client all such reports as are required to be sent to the Client under the SEBI Regulations within the period stipulated thereby.
- 9.13 The Portfolio Manager shall appoint one or more Custodians, for carrying out custodial services in relation to the Client Portfolio.
- 9.14 The Portfolio Manager may appoint agents, representatives, service providers or other persons as the Portfolio Manager may deem fit from time to time, to perform any of the functions which the Portfolio Manager is empowered / obligated to perform, subject always to Applicable Laws. The Portfolio Manager may delegate to such persons, the authority / power to perform any of the functions to be performed by the Portfolio Manager and provide such instructions, as the Portfolio Manager may deem fit, from time to time, to enable such performance, in accordance with Applicable Laws.
- 9.15 If the Portfolio Manager is required under Applicable Laws, including without limitation the Income-tax (11th Amendment) Rules, 2015 notified by the Central Board of Direct Taxes ("FATCA Implementation Rules"), to provide information regarding the Client to any regulatory authority and/or the Portfolio and/or income therefrom, and the Portfolio Manager complies with such request in good faith, whether or not it was in fact enforceable, they shall not be liable to the Client or to any other party as a result of such compliance or in connection with such compliance. The Client will be required to comply with the request of the Portfolio Manager to furnish such information/documentation/declarations as and when deemed necessary by the Portfolio Manager in accordance with the Applicable Laws including any compliances under FATCA Implementation Rules.
- 9.16 The provisions of the FATCA Implementation Rules are relevant not only at on-boarding stage of the Client but also throughout the life cycle of this Agreement. The Client therefore should immediately intimate to the Portfolio Manager, any change in their status with respect to any FATCA Implementation Rules related information/documentation/declarations provided by them previously.
- 9.17 In case the Client fails to furnish the relevant information/documentation/declarations in accordance with the Applicable Laws, the

Portfolio Manager reserves the right to report of such Clients and/or levy of withholding tax on payments made to the Client and/or take any other action/s in accordance with Applicable Laws.

## 10. CONFLICT OF INTEREST

The Client understands and acknowledges that the Portfolio Manager and/or its affiliates are engaged and in the future, may additionally engage in a broad spectrum of activities in the asset management and financial services space. There will be instances where the interests of such parties conflict with the interests of the Client under the PMS.

Some of the possible conflicts of interest are identified in Annexure "B" hereto, which the Client hereby acknowledges and confirms to have carefully studied before entering into this Agreement.

## 11. PREVENTION OF MONEY LAUNDERING

- 11.1 The Client hereby agrees to adhere to the compliance of the policy of the Portfolio Manager pertaining to the "Know Your Customer" ('KYC') and "Prevention of Money Laundering" ('PML') as required under the Prevention of Money Laundering Act, 2002 and SEBI guidelines / circulars / notifications thereto and provide necessary information, documents as and when required by the Portfolio Manager under its KYC and PML policy.
- 11.2 The Client confirms that the amount invested and to be invested under the Portfolio is and will be through legitimate sources only and does not and will not involve and is not and will not be designated for the purpose of any contravention or evasion of the provisions of the Income Tax Act, 1961, Prevention of Money Laundering Act, 2002, Fugitive Economic Offenders Act, 2018, Prevention of Corruption Act, 1988 and/or any other Applicable Law.
- 11.3 The Client hereby confirms and agrees that Portfolio Manager reserves the right to report any suspicious transaction to the Director of Financial Intelligence Unit-India (FIU-IND), New Delhi or any other competent authority, after applying appropriate due diligence measures and believes that the transaction is suspicious in nature within the purview of Applicable Laws.
- 11.4 The Portfolio Manager also reserves the right to seek information and/or obtain and retain documentation for establishing the identity of the Client, proof of residence, source of funds, etc. to ensure appropriate identification of the Client under its KYC policy or any other client due diligence process and with a view to monitor transactions in order to prevent money laundering. It may re-verify identity and obtain any incomplete or additional information for this purpose, including through the use of third party databases, personal visits, or any other means as may be required for the Portfolio Manager to satisfy itself of the Client's identity/ies, address and other personal information. The Client shall produce reliable, independent source documents such as photographs, certified copies of ration card/passport/driving license/Permanent Account Number card; and/or such other documents or produce such information as may be required by the Portfolio Manager from time to time for verification of the personal details of the Client including, inter alia, identity, residential address(es), occupation and financial information.
- 11.5 The KYC requirements shall also be applicable for all joint holders, legal representatives, legal heirs, estates, nominees, authorized signatories of the Client. The KYC documentation requirements shall also be complied with by the person(s) becoming beneficial owner of the account by virtue of operation of law for e.g. transmission cases and nominee/legal heirs on the death or disability of the Client. In case of minor Client, KYC documentation requirements shall be complied by the Client on attaining the "major" status.

## 12. TERM

The term of the Portfolio shall be a period of 7 (seven) years from the Effective Date, which shall be automatically renewed for further consecutive periods of 7 (seven) years, unless terminated by the Client or Portfolio Manager in accordance with the provisions of Clause 17 hereof ("Term"). This Agreement shall commence from the Effective Date.

## 13. REGISTRATION, TRANSFER AND CUSTODY

- 13.1 The Portfolio Manager shall take adequate steps for registration of the Client's Securities in the name of the Client as per the Applicable Laws.
- 13.2 The Securities purchased / held under this Agreement and requiring transfer / registration in favour of the Client, will be transferred/registered in the name of the Client as per the SEBI Regulations and other Applicable Laws.
- 13.3 Subject to Applicable Laws, the Portfolio Manager shall not be liable for any negligence or lapse of the Custodian in carrying out its custodial duties or executing any instructions issued by the Portfolio Manager, provided the Portfolio Manager has acted with due care and in the interest of the Client.

## 14. ACCOUNT AND RETURNS

- 14.1 The Portfolio Manager shall maintain a separate designated back office account for the Client either on its own or through a third-party. The details of the Capital Contributions received, investments and/or divestments made and all credits to the account by way of accruals, accretions, benefits, allotment, calls, refunds, returns, privileges, entitlements, substitutions and/or replacement or any other beneficial interest including dividend, interest, discounts, premium, rights, bonus received from time to time as well as debits shall be reflected in the Client's account.
- 14.2 The Portfolio Manager shall furnish a statement of account to the Client at such interval as may be required under Regulation 31 of the SEBI Regulations (and as and when required by the Client) in accordance with the SEBI Regulations. The Portfolio Manager may make



necessary arrangements (on its own or through a service provider) for the viewing of these reports on the Portfolio Manager's website giving restricted access to the Client along with a copy of Disclosure Document. The Client shall have the right to obtain the details of his Portfolio from the Portfolio Manager.

- 14.3 The statement of account shall accurately reflect the affairs of the Client's funds as per Clause 14.1 hereinabove. It shall include the composition and value of the Portfolio, description of Securities and goods, number of Securities, value of each Security held in the Portfolio, units of goods, value of goods, cash balance and the aggregate value of the Portfolio as on the date of the report.
- 14.4 The Portfolio Manager represents that the statements / documents / report furnished by the Portfolio Manager to the Client shall present a true and fair picture of the actual transactions.
- 14.5 The Client acknowledges and confirms that the Portfolio Manager has provided to the Client, the Disclosure Document regarding its portfolio management services duly certified by a chartered accountant as specified in SEBI Regulations, prior to the execution of this Agreement hereof.
- 14.6 The Client shall be entitled to inspect the books and accounts containing information regarding Client's Portfolio that are maintained by the Portfolio Manager in respect of portfolio management services under this Agreement, after giving a reasonable advance notice, in writing. The Portfolio Manager upon receiving such notice shall fix time and date for such inspection, which in no case shall be later than 45 (forty five) days from the date of receiving notice from the Client and shall produce the relevant documents for inspection/audit.
- 14.7 Apart from the reports furnished to the Client, the Portfolio Manager shall also furnish to the Client such documents and information relating to the management of the Portfolio, as may be requested by the Client.
- 14.8 The books and accounts of the Portfolio Manager relating to the Client's Portfolio / transactions shall be audited annually by an independent chartered accountant and a copy of the certificate issued by the chartered accountant shall be forwarded by the Portfolio Manager to the Client. The Client may appoint a chartered accountant of its choice at his own cost and expense 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 course of the audit.

## 15. RISKS AND LOSSES

- 15.1 Losses arising out of any act, omission or commission of the Portfolio Manager under this Agreement will be solely at the risk of the Client and the Portfolio Manager will not be liable for any act of omission or commission or failure to act unless the same arises out of bad faith, gross negligence or fraud on part of the Portfolio Manager. The Portfolio Manager shall not be responsible for any losses arising to the Client out of any change or amendment or clarifications to the SEBI Regulations or any other Applicable Laws, which adversely affects the PMS operations in any manner whatsoever.
- 15.2 Subject to applicable taxation laws in force from time to time, the Portfolio Manager/Portfolio Entity/ies may deduct tax at source while effecting disbursements/payments of amounts interim or otherwise to the Client under this Agreement. Any tax arising on such disbursements shall be charged to the Client's account and shall be borne by the Client in full. The Portfolio Manager shall not undertake tax planning for the Client under this Agreement. If required by the Portfolio Manager, at its sole discretion, the Client shall have executed a valid, irrevocable power of attorney in favour of the Portfolio Manager or any other nominee(s) or agent(s) of the Portfolio Manager conferring, inter alia, powers to represent the Client before such revenue/taxation authority(ies) and comply with other requirements as envisaged in this Agreement. The Client agrees and undertakes to furnish any information, papers and documents as may be required by the Portfolio Manager in connection with tax incidence or implications thereof and also for the proper operation of the Client Portfolio thereto.
- 15.3 The Portfolio Manager will not be liable for any delay or default by the Portfolio Entity or any other related party in respect of issue, allotment or transfer of the Securities. The Portfolio Manager will also not be liable for any adverse material financial impact on the Client Portfolio upon the happening of any event beyond the control of the Portfolio Manager.
- 15.4 The provisions of this Agreement and the principal and returns on the Securities subscribed by the Portfolio Manager may be subject to force majeure and external risks such as war, natural calamities, pandemics, policy changes of local / international markets and such events which are beyond the reasonable control of the Portfolio Manager. Any policy change / technology updates / obsolescence of technology would affect the investments made by the Portfolio Manager.
- 15.5 The Client clearly understands that investment in Securities entails a high degree of risk and there is no assurance by the Portfolio Manager about any minimum returns on the Client Portfolio's funds or even as regards preservation of capital. Accordingly, before deciding to avail the services of the Portfolio Manager hereunder, the Client confirms to have carefully studied the specific risk factors together with all the information contained in this Agreement and the Disclosure Document and confirms that they have sought and obtained independent investment and tax advice.
- 15.6 The Portfolio Manager shall be entitled, upon Instructions of the Client, to the use of derivative instruments such as index futures, stock futures and options contracts, or any other derivative instruments that are permissible under the SEBI Regulations and Applicable Laws. The risks associated with the use of derivatives are different from or possibly greater than, the risks associated with investing directly in securities and other traditional investments. Other risks include risk of mispricing or improper valuation and the inability of the derivative to correlate perfectly with underlying assets, rates and indices, illiquidity risk whereby the Portfolio Manager may not be able to sell or purchase derivative quickly enough at a fair price.
- 15.7 The Client further agrees that additional risks and uncertainties not presently known to the Portfolio Manager, or those risks currently

deemed immaterial may also have an adverse impact on the Client in the future. Details of the key risk factors presently known are contained in this Clause 15, the Disclosure Document and Annexure "C" hereto.

15.8 The Client hereby acknowledges and notes that:

- a. It has received and read the Disclosure Document as prescribed under the SEBI Regulations, provided by the Portfolio Manager, as mandated by SEBI; and
- b. It has read the Disclosure Document in respect of investing the funds in Securities and is informed, aware and has understood the risks associated with investing the funds in Securities.

## 16. LIQUIDITY AND TRANSFER

- 16.1 The Client agrees that the Portfolio Manager, without assuming any liability or obligation, may at its absolute discretion, permit the Client to transfer the whole but not part of the Portfolio to any other Eligible Investor, subject to such Eligible Investor executing such documentation/writing as may be required by the Portfolio Manager. Any costs related to such transfer including stamp duty etc. shall be borne by the Client.
- 16.2 In the event a Client is desirous of transferring its Portfolio the Client shall first obtain the prior written consent of the Portfolio Manager and will give to the Portfolio Manager complete details of the proposed transferee. The Client agrees that the Portfolio Manager shall have the right to reject any transfer without assigning any reason whatsoever. The Client shall ensure that the proposed transferee complies with all the requisitions raised by the Portfolio Manager including requisitions raised with respect to "Know Your Client" norms under Applicable Law and as per the Portfolio Manager's requirements.
- 16.3 The Portfolio Manager shall be entitled to deduct any amounts due from the Client before considering an application for transfer by the Client.
- 16.4 Further, in the event the Portfolio Manager consents to any transfer as above, the Portfolio Manager will be entitled to impose such conditions as it deems fit and also determine the manner in which the transfer is to be effected and the documents that have to be executed for this purpose.

## 17. TERMINATION, PARTIAL WITHDRAWAL & REPAYMENT

17.1 Subject to the terms of this Agreement and the SEBI Regulations, this Agreement may be terminated in the following circumstances:

- (i) By mutual consent of the Parties;
- (ii) By giving a notice in writing by the Client to the Portfolio Manager for a complete withdrawal of the funds/Portfolio;
- (iii) The Portfolio Manager reserves the absolute discretion to independently terminate this Agreement at any time by giving a written notice of not less than 30 (thirty) days to the Client and cause the Client to close all accounts with the Portfolio Manager. The Portfolio Manager shall also be entitled to immediately terminate this Agreement if the performance thereof is prevented for any cause beyond the reasonable control of the Portfolio Manager, including but not limited to war, flood, earth-quake, act of God, pandemic, any act of government, policy changes which affect capital markets, policy change/technology upgrade/obsolescence of technology or any other cause beyond the control of the Portfolio Manager which could not have been foreseen or avoided by the exercise of due diligence.
- (iv) Notwithstanding anything stated in Clauses 17.1 (ii) and (iii) above, the Portfolio can be withdrawn or taken back by the Client, before the expiry of this Agreement on account of the following reasons:
  - (a) the closure of business of the Portfolio Manager;
  - (b) the suspension/termination of certificate of registration granted to the Portfolio Manager by SEBI and/or any other competent authority;
  - (c) bankruptcy or liquidation of the Portfolio Manager.
- (v) in the event of death, disability, insolvency, dissolution or winding up of the Client during the currency of this Agreement, upon receipt of a notice, in writing of such an event or on determining that such an event has taken place, the Portfolio Manager may decide to cease operations of the Client's Portfolio, and this Agreement shall stand terminated with effect from the date of receipt of such notice by the Portfolio Manager in its sole discretion.

Notwithstanding anything stated in Clause 17.1 (v) above and subject to Applicable Law, in case of death or disability of the Client who has appointed a nominee, this Agreement may continue in favour of such nominee as mutually agreed between the Portfolio Manager and the nominee, as provided for under Clause 4.16.2 of this Agreement and subject to Applicable Law.

- 17.2 Subject to the terms of this Agreement and the SEBI Regulations, the Client may partially withdraw funds/Portfolio by giving a notice in writing to the Portfolio Manager. In no circumstance, the partial withdrawal shall lead to Client holding less than the minimum investment amount as prescribed under the SEBI Regulations.
- 17.3 The Client agrees that any termination of this Agreement and/or withdrawal of any amount/s by the Client (except on expiry of the Term and/or in the circumstances laid down under Clause 17.1(iii) or under Clause 17.1(iv) above), such termination/withdrawal would be

subject to a fee to be charged by the Portfolio Manager as specified in Annexure "A" of this Agreement ("Exit Load"). It is further clarified that if the Client does not continue to remain an Eligible Investor during the Term of this Agreement, including as contemplated in Clause 4.16 of this Agreement, then occurrence of such event shall amount to voluntary termination of this Agreement by the Client and subject to payment of Exit Load.

17.4 In the event of termination or cancellation or expiry of this Agreement, such cancellation, termination or expiry shall have no effect on the transactions executed before such cancellation, termination or expiry and parties shall have the same rights and obligations.

17.5 In the event the Client's account with the Portfolio Manager is held jointly by three persons, the account shall be terminated / transferred to nominee as above only upon the death/disability/ insolvency of all the joint account holders of that Client account. Provided further that, in case of death / disability / insolvency of any one or more of the joint account holders, the Portfolio Manager shall not be bound to recognize any person(s) other than the remaining holders. In all such cases, on the execution of a letter of indemnity/other necessary documents by the first-named of such remaining account holders or the last survivor of such account holders, as the case may be, of the Portfolio and in case of death or disability of all the holders, by the nominee and in the event of death or disability of all the account holders and the nominee by the legal heir of the last surviving account holder, if any, shall result in automatic transfer of all the rights and liabilities of the deceased/insolvent Client in the favour of the first-named holder or last surviving holder or nominee or legal heir respectively. In all such cases, any payment under this Agreement shall be made to the first-named of such remaining account holders of the Portfolio. Payment to the first-named of such remaining account holders as per this Agreement shall discharge the Portfolio Manager of all liability towards the estate of any deceased account holder(s) and his/ her / their successors / legal heirs. Notwithstanding anything contained in this Agreement, the Portfolio Manager shall be entitled to deal with the Portfolio upon the occurrence of death or disability or insolvency of the Client in accordance with such advice as may be received by the Portfolio Manager and as per Applicable Law.

In case the Application Form specifies the holding of the Portfolio specified as 'Joint', any notice for termination of this Agreement or payment of Portfolio on termination or expiry of this Agreement or partial withdrawal during the term of this Agreement would have to be signed by all joint holders in the same order as registered with the Portfolio Manager.

17.6 Repayment: Repayment will be made in the name of first holder only against execution of necessary documents by all the joint holders.

17.6.1 The Portfolio Manager may, upon Instructions of the Client, choose to effect interim disbursements of amounts to the Client by selling a part of the Portfolio Investments ("Interim Disbursements"). The Portfolio Manager may, upon Instructions of the Client, also effect Interim Disbursements of dividend or interest accrued and realized in respect of the Client Portfolio, from time to time.

17.6.2 The Portfolio Manager shall, upon termination of this Agreement or partial withdrawal of the funds/Portfolio by the Client, at its sole discretion, and subject to any permissible deductions as provided under Clause 17.6.3, arrange to deposit in the designated bank account the Net Realized Value (in case of partial or complete withdrawal of funds/Portfolio, as the case may be) or Securities (in the specified account, if opted for by the Client only in the event of complete withdrawal of the funds/Portfolio), subject to the Client fulfilling all its obligations under this Agreement within 90 (ninety) days from the date of receipt of notice of termination of this Agreement or partial withdrawal of the funds/Portfolio by the Client. The Portfolio Manager will be entitled to withhold from any distributions, amounts necessary to create, in its sole and absolute discretion, appropriate reserves for expenses and liabilities of the Portfolio, any entitlements as well as any required tax withholdings. In the event the Portfolio Manager is unable to dispose of any Securities, the Portfolio Manager shall be entitled to make in-specie distribution of Securities (or an in-specie distribution of partially withdrawn Portfolio, as the case may be) to the Client and in making such in-specie distribution the Portfolio Manager will have the right to determine the manner and the terms and conditions of such in-specie distribution.

17.6.3 The termination of this Agreement/partial withdrawal of funds/Portfolio shall be subject to below deductions and till clearance/payment of the same, the Portfolio Manager shall have the right of lien on the Portfolio of the Client in respect thereof:

- (a) Fees accrued and due to the Portfolio Manager till the date of termination of this Agreement (or fees accrued with respect to the partial withdrawal of the funds/Portfolio, on such date of withdrawal by the Client, as the case may be) in accordance with Annexure "A";
- (b) For the setting up of any reserves which the Portfolio Manager may deem reasonably necessary for any contingent or unforeseen liabilities or obligations of the Portfolio of the Client, including any tax demand that may be raised on the Portfolio Manager in respect of the Client Portfolio;
- (c) Expenses incurred for determining the Fair Market Value of the Securities in case of in-specie distribution, including but not limited to the appointment of an independent auditor;
- (d) Any other dues, liabilities, obligations etc. owed by/due on account of the Client under this Agreement.

17.6.4 In case of in-specie distribution to the Client for the purpose of calculation of the Exit Load and Performance Fee, all unlisted Securities shall be valued at the Fair Market Value and all listed Securities shall be marked to market.

17.6.5 The Client hereby agrees and understands that any early termination of this Agreement/partial withdrawal, prior to its expiry, may result in a devaluation of the Client Portfolio and agrees that the Portfolio Manager shall not be held responsible or liable on account of any losses arising out of such withdrawal/termination.

17.6.6 The termination or purported termination of this Agreement shall be without prejudice to any claim or right of action previously accrued to any Party hereto against the other Party hereto.

- 17.7 In the event that this Agreement is terminated for any of the reasons stated in this Agreement, 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 the services provided under this Agreement, within a period of 30 days from the date of termination.
- 17.8 The Portfolio Manager on termination, by disbursement through payment or otherwise, as provided hereinabove, subject to all the above recoveries, deductions and appropriations, would be validly discharged of all its obligations towards the Client or its nominee(s), as the case may be, in respect of this Agreement.
- 17.9 On termination, the Portfolio Manager shall also give a detailed statement of account to the Client reflecting the affairs of the Client as of the termination date, as per Clause 14 hereof, and settle the account of Client as specified in this Agreement.
- 17.10 The termination or purported termination of this Agreement shall be without prejudice to any claim or right of action previously accrued to any Party hereto against the other Party hereto.
- 17.11 Notwithstanding any other provisions of this Agreement, to the extent the Portfolio Manager may be required by law to withhold or to make tax payments on behalf of or with respect to any Client, the Portfolio Manager may withhold such amounts and make such tax payments as so required.

## 18. PROTECTION OF ACTS DONE IN GOOD FAITH

The Portfolio Manager shall not be under any liability on account of anything done or omitted to be done or suffered by the Client in good faith in accordance with or in pursuance of any request or advice of the Portfolio Manager or any committee of the Portfolio Manager or any of its agents.

## 19. ACCEPTANCE OF CERTIFICATE

The Portfolio Manager may accept as sufficient evidence of the value of any investment or the cost price or sale price thereof, or of any stock exchange quotation or of any other fact within its competence, a certificate by a stock broker or other professional person approved by the Portfolio Manager for this purpose.

## 20. PORTFOLIO MANAGER MAY RELY ON ADVICE

Subject to and to the extent permitted under Applicable Laws, the Portfolio Manager may act upon any advice of or information obtained from any bankers, accountants, brokers, lawyers, valuers, professionals, agents and the Portfolio Manager shall not be bound to supervise the acts of any such persons nor be bound to verify the advice or information obtained therefrom (subject to Applicable Laws) and the Portfolio Manager shall not be liable for anything bonafide done or omitted or suffered in reliance upon such advice or information.

## 21. LIMITATION OF CLIENT'S RIGHTS AND OBLIGATIONS

- 21.1 In no event shall the Client have or acquire any rights against the Portfolio Manager except as expressly conferred on such Client under this Agreement, nor shall the Portfolio Manager be bound to make any payment to the Client, except out of funds held by it for the Client and in accordance with the provisions of this Agreement.
- 21.2 The liabilities of the Client arising out of this Agreement shall be limited to the extent of the Capital Contribution and any gains arising out of the Portfolio Investments made under this Agreement.

## 22. INDEMNITY TO PORTFOLIO MANAGER

- 22.1 Notwithstanding anything to the contrary provided under this Agreement and without prejudice to the right of indemnity available to the Portfolio Manager under Applicable Laws, the Portfolio Manager, its directors, shareholders, officers, agents, affiliates, advisors, delegates of the Portfolio Manager, Custodians and every person appointed by the Portfolio Manager ("Indemnified Parties") shall be entitled to be indemnified by the Client with respect to all liabilities, losses and expenses incurred by it/them in providing the services under this Agreement or any of the powers, authorities vested in it/them pursuant to this Agreement and against all actions, proceedings, costs, claims, and demands in respect of any matter or thing done or omitted in any way in relation to this Agreement, and the Portfolio Manager shall have a lien on and may retain any funds and/or Securities in the hands of the Portfolio Manager, necessary to effect such indemnity.
- 22.2 The Indemnified Parties shall not be liable to the Client for any mistake, error of judgement or loss suffered by the Client in connection with the subject matter of this Agreement or any matter or thing done or omitted to be done by the Indemnified Parties in pursuance thereof (including, in particular, but without limiting the foregoing, any loss following or arising out of any failure to effect or any delay in effecting any transaction, any loss, delay, mis-delivery or error in transmission of any communication or of the bankruptcy or insolvency or of a failure to pay by any bank, institution, country, governmental department, authority, company or person with whom or in which the moneys of the Client are from time to time invested or deposited or which is a counterpart to an investment transaction or generally in relation to the purchase, holding or sale of investments) unless such loss, prejudice or disadvantage arises from gross negligence, bad faith, fraud or willful default in the performance or non-performance by the Indemnified Parties.
- 22.3 The Client shall indemnify and keep indemnified the Indemnified Parties from and against any charges arising out of payment of stamp duties or any taxes, including income tax, goods and services tax and other direct taxes incurred by or levied on the Indemnified Parties while acting as an agent of the Client. The Portfolio Manager shall have a lien on the Portfolio of the Client, returns thereon and the

exclusive right thereof for the purpose of indemnifying as aforesaid and reimbursing all unpaid dues (including without limitation, fee, charges, taxes etc.) in connection with the management, operation and administration of the Portfolio.

- 22.4 The Indemnified Parties will be indemnified within the funds deployed by the Client, against any liability incurred by them for defending any proceedings, whether civil or criminal for which judgement is given in its favour or in which they have been acquitted or discharged by the court.

### 23. ALTERATION

The Portfolio Manager shall not, at its sole discretion, be entitled, at any time, to alter, vary, change or amend all or any of the terms and conditions of this Agreement including fees and charges contained herein (as may be applicable basis the strategy/ies chosen by the Client) except with the written consent of the Client and thereupon, such altered, varied, changed or amended terms and conditions shall prospectively apply as if the same were expressly incorporated herein. If any policy announcements/regulations/directions are made subsequent to entering into this Agreement, which require retrospective changes in the structure, investment strategy, terms of this Agreement etc., these would be compulsorily carried out by the Parties and the Client would agree to be bound by such requisite changes.

### 24. ASSIGNMENT

- 24.1 This Agreement and the rights and liabilities hereunder shall bind and inure to the benefit of the respective successors of the Parties hereto. The Client shall not assign this Agreement or any part thereof to any third party except with the express prior written consent of the Portfolio Manager.
- 24.2 Subject to Applicable Laws, the Portfolio Manager may assign its rights or obligations hereunder to any other company, person, firm or institution acceptable and approved by SEBI by executing an instrument in writing whereby it shall assume the obligations of the Portfolio Manager hereunder and thereafter such assignee/successor may exercise all of the powers and enjoy all of the rights and be subject to all the duties and obligations of the Portfolio Manager hereunder as fully as though originally named as a party to this Agreement.

### 25. NOTICE, INSTRUCTIONS AND COMMUNICATIONS

- 25.1 Notice.
- 25.1.1 Any notice and other communication given pursuant to this Agreement must be in writing and either (a) delivered personally or by overnight courier; or (b) sent by tele facsimile or other similar facsimile transmission, or (c) sent by registered mail; or (d) sent by electronic mail; to the addresses of the Parties as provided.
- 25.1.2 All notices and other communications required or permitted under this Agreement that are addressed as provided in this Clause will (a) if delivered personally or by overnight courier, be deemed given upon delivery; (b) if delivered by facsimile or similar facsimile transmission, be deemed given when electronically confirmed; (c) if sent by registered or certified mail, be deemed given when received; and (d) if sent by electronic mail, be deemed given when electronically confirmed. Any communication sent by facsimile or other electronic transmission shall be followed by a hard copy of the same. Any Party from time to time may change its address for the purpose of notices to that Party by giving a similar notice specifying a new address, but no such notice will be effective until it is actually received by the Party sought to be charged with the contents thereof.

If to the Client:

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

Kind Attention : \_\_\_\_\_

Address : \_\_\_\_\_

Phone Number : \_\_\_\_\_

Email Address : \_\_\_\_\_

If to the Portfolio Manager: \_\_\_\_\_

Name : NEO Asset Management Private Limited

Kind Attention : Mr. Bismillah Chowdhary

Address : 903, B-Wing, 9th Floor, Marathon Futurex, Mafatlal Mills Compound, N. M. Joshi Marg,  
Lower Parel, Mumbai 400013, Maharashtra, India.

Phone Number : +91 9819240142

Email Address : bismillah.chowdhary@neoassetmanagement.com / pmscompliance@neoassetmanagement.com



## 25.2 Instructions.

It is specifically agreed that the Portfolio Manager may not act upon the Instructions given by the Client, in case after the receipt of Instruction and before implementation thereof, the Portfolio Manager believes that implementation or compliance may not be practicable or contravene the SEBI Regulations and/or any other Applicable Laws.

The Portfolio Manager shall act only on any Instruction or communication which purports to have been given (and which is reasonably accepted as having been given) by or on behalf of any person notified by the Client from time to time as being authorized to instruct the Portfolio Manager in respect of the Client Portfolio and in writing, unless the Portfolio Manager shall have received written notice to the contrary, whether or not the authority of any such person shall have been terminated.

## 25.3 Communications.

25.3.1 The Portfolio Manager will send statements, correspondences, reports, etc. pertaining to the account (collectively "Statements" ) via e-mail to the Client, in case the Client has provided an e-mail address to the Portfolio Manager and/or the Distributor or Client' s authorized representative. However, if the Client wishes to receive Statement otherwise than by e-mail, he/she may request the Portfolio Manager in writing for the same. In case the Client experiences any difficulty in accessing the electronically delivered Statements, the Client should promptly inform Portfolio Manager to make the delivery through alternative means. Failure to inform the Portfolio Manager of such difficulty within 24 (twenty-four) hours of receiving the e-mail will serve as an affirmation regarding the acceptance by the Client of the Statement and will be a valid discharge of Portfolio Manager' s responsibility to deliver Statements under this Agreement.

25.3.2 The Client shall ensure the Portfolio Manager is forthwith intimated about any changes in Client' s e-mail address or any other correspondence details.

25.3.3 The Client understands that any communication/Statement sent via the internet, diskettes or any other method over public lines is not encrypted, and these transmission methods are therefore not secure means of transmission of information. The Client acknowledges and accepts that such unsecured transmission method involves the risk of possible unauthorized alteration and/or unauthorized use of communication. The Client agrees to exempt the Portfolio Manager from any and/or all responsibility of any misuse of communication, and to hold the Portfolio Manager harmless for any cost or loss that the Portfolio Manager may incur due to any error, delay or problem in transmission or otherwise caused by internet, diskettes, or any method over public lines as a means of transmission not attributable to any act or omission of the Portfolio Manager.

## 26. SEVERABILITY

If any provision of this Agreement is held to be illegal, invalid, or unenforceable under any present or future law, and if the rights or obligations under this Agreement of the parties are not/will not be materially and adversely affected thereby, (a) such provision will be fully severable; (b) this Agreement will be construed and enforced as if such provision had never comprised a part hereof; (c) the remaining provision of this Agreement will remain in full force and effect and will not be affected by the striking down of such provision or by its severance herefrom; and (d) the parties shall with due promptitude and in good faith, agree upon a suitable alternative provision restoring to the extent possible the status quo ante. In any other event if by reason of striking down of such provision, the rights of any Party are materially and adversely affected then in such event the Parties shall, in good faith, agree upon a suitable alternative provision restoring to the extent possible the status quo ante, failing which the provisions relating to the termination of this Agreement would come into force.

## 27. WAIVER

Any term or condition of this Agreement may be waived at any time by the Party that is entitled to the benefit thereof. Such waiver must be in writing and must be executed by an authorized officer of such Party. A waiver on one occasion will not be deemed to be a waiver of the same or any other breach or non-fulfillment on any other occasion. No failure to exercise and no delay in exercising on the part of any of the Parties any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

## 28. ENTIRE AGREEMENT

This Agreement supersedes all prior discussions, information, writings, memorandums, brochures, marketing materials, presentations and documents exchanged and agreements between the Parties with respect to the subject matter of this Agreement, and this Agreement is the sole and entire agreement between the Parties hereto with respect to the subject matter hereof.

## 29. GRIEVANCE REDRESSAL & DISPUTE SETTLEMENT MECHANISM

29.1 This Agreement is subject to the rules and regulations as are or may be framed/issued by the Central Government, RBI, SEBI and/or any other statutory /or competent authority, from time to time.

29.2 Grievance Redressal – The personnel/s of the Portfolio Manager as listed out in the Disclosure Document will attend to and address any Client query/ concern/grievance in accordance with the grievance redressal mechanism stated in the Disclosure Document and Applicable Laws. If the Client still remains dissatisfied with the remedies offered or the stand taken by the personnel/s of the Portfolio Manager, the Client and the Portfolio Manager shall abide by the dispute settlement mechanism stated in Clause 29.3 below. However, Parties shall, at all times, be bound by the provisions of this Agreement during the continuance of grievance redressal process which shall include the effects of acts done in good faith and all risk or losses arising out of normal business practices.

- 29.3 Dispute Settlement – Without prejudice to Clause 29.2 above, any dispute arising out of or in relation to this Agreement shall be submitted to arbitration by Parties under the Arbitration and Conciliation Act, 1996. The Portfolio Manager and the Client shall jointly appoint a sole arbitrator mutually acceptable to them. In the event of failure to agree upon a sole arbitrator for a period of 15 days of receipt of notice, the arbitration shall be before 3 (three) arbitrators, with each Party entitled to appoint an arbitrator and the third arbitrator being the presiding arbitrator appointed by the two arbitrators. Each Party will bear the expenses / costs incurred by it in appointing the arbitrator and for the arbitration proceedings. Further, the cost of appointing the presiding arbitrator will be borne equally by both the parties. Such arbitration proceedings shall be held at Mumbai and the language of the arbitration shall be English.
- 29.4 Without prejudice to anything stated above, the Client can also register its grievance/complaint through SCORES (Sebi Complaints Redress System), post which the complaint will be either routed to the Portfolio Manager or to SEBI, which may forward the complaint to the Portfolio Manager and the Portfolio Manager will suitably address the same.

### 30. GOVERNING LAW AND JURISDICTION

This Agreement shall be governed by the laws of India. The courts of Mumbai shall have exclusive jurisdiction to adjudicate upon the claims of the parties.

### 31. CONFIDENTIALITY

- 31.1. Each Party agrees that any information obtained by such Party (the “Receiving Party”) which is, or would reasonably be perceived to be, proprietary to other Party hereto (the “Designated Party”) or otherwise confidential, will not be disclosed without the prior written consent of the Designated Party; provided that any information shall not be deemed proprietary or confidential if such information is now or subsequently becomes generally known or available by publication, commercial use or otherwise, through no fault of the Receiving Party; (ii) such information was previously known by the Receiving Party at the time of disclosure from a source other than the Designated Party without violation of an obligation of confidentiality; (iii) such information is independently developed by the Receiving Party without the use of any confidential or proprietary information; (iv) such information is required by the Receiving Party to be disclosed in course of its day to day affairs and business; or (v) the Designated Party agrees in writing that such information may be disclosed by the Receiving Party.
- 31.2. Notwithstanding Clause 31.1 above (i) the Portfolio Manager may disclose any information pertaining to the Client to its agents, brokers, Custodians and any other service providers engaged by the Portfolio Manager for assisting it in providing the portfolio management services hereunder; (ii) each Party may disclose such information as required by Applicable Laws.

### 32. NO EXCLUSIVITY

The Client understands and agrees that the services provided by the Portfolio Manager hereunder are not exclusive and that the Portfolio Manager shall be entitled to provide similar services to any other Person, without any liability whatsoever to the Client.

### 33. PARTNERSHIP OR AGENCY

Nothing in this Agreement shall be deemed to constitute a partnership, association of persons, body of individuals, trust, joint venture or any other taxable and/or legal entity inter se between the Parties hereto and any such similar agreement(s) entered into between the Portfolio Manager and other clients.

### DECLARATION

I/We hereby confirm and agree that I/we have read and understood the terms and conditions prescribed under Clauses 2 to 33 of this Agreement.

Agreement Page No. 41 to 57



First Holder / Authorised Signatory



Second Holder / Authorised Signatory



Third Holder / Authorised Signatory

In the presence of Client's Witness Name and Address:

1.

2.

NEO AMC authorized signatory

1.

2.



## FORMAT OF OBTAINING THE 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%	

3. 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.
4. 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:**  
**Conflict of Interest:**
5. 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		
Debt and hybrid securities		
Equity + Debt + Hybrid securities		

6. 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, 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.
7. 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 can not 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.

## Annexure 'A'

## Fee Schedule

## I. Ongoing Fees and Expenses

Sr.No.	Particulars	Tick	Basis of Calculations	Frequency
1.	A. Management Fee		[ ] % p.a. of the Assets Under Management*. Calculated on the basis of the average value of the daily Assets Under Management for the previous quarter.	[Monthly / Quarterly / Semi-annually / Annually]
2.	B. Performance Fee (subject to high water mark)		[ ]	[ ]
3.	Exit Load (upon early termination / Partial Withdrawal)		Upto _____ if redeemed before 1 year Upto _____ if redeemed after 1 year and before 2 years Upto _____ if redeemed after 2 years and before 3 years After a period of 3 years no exit load after 3 years The portfolio manager has an option to consider a waiver as per its discretion	
4.	Other Costs and Expenses (as provided under <b>Clause 8</b> of this Agreement except brokerage expenses)		At actuals (subject to a cap of 0.50% p.a. of the Assets Under Management* or as may be provided under the SEBI Regulations).	At actuals (or at the discretion of the Portfolio Manager)
			Calculated on the basis of the average value of the daily Assets Under Management for the previous quarter.	
5.	Brokerage expenses		At actuals	At actuals (or at the discretion of the Portfolio Manager)
5.	Any other charges, please specify		[ ]	[ ]

**\*"Assets Under Management"** means the value of the Securities in the Client Portfolio. For the purpose of calculating the Assets Under Management, Securities shall be valued at marked to market basis.

Exit Load shall be calculated as a percentage of marked to market basis of the Portfolio/withdrawn Portfolio.

All applicable taxes (including goods and services tax) and levies, if any (together with surcharge and additional surcharge, as may be applicable) leviable on any fee provided above, shall be charged to the Client Portfolio.

	Scenario A	Scenario B	Scenario C
<b>Portfolio Return % (Year 1)</b>	<b>-20.00%</b>	<b>0.00%</b>	<b>20.00%</b>
Management fee	1.0%	1.0%	1.0%
Performance fee	25%	25%	25%
Hurdle rate	15%	15%	15%
<b>Capital Contribution (Rs)</b>	50,00,000	50,00,000	50,00,000
(-) Upfront cost and expenses	-	-	-
Assets under Management	50,00,000	50,00,000	50,00,000
Return on portfolio	-10,00,000	-	10,00,000
<b>Gross value of portfolio at year end</b>	40,00,000	50,00,000	60,00,000
(-) Brokerage (at actuals) along with other operating expenses (0.5%)	25,000.0	25,000.0	25,000.0
(-) Management Fees as % of AUM	45,000.0	50,000.0	55,000.0
Total charges during the year	70,000.0	75,000.0	80,000.0
Value of portfolio at year end before performance fees, if applicable	39,30,000.0	49,25,000.0	59,20,000.0
(-) Performance fees at 15% of profits above 10% hurdle rate	-	-	42,500
<b>Net value of portfolio at year end</b>	39,30,000.0	49,25,000.0	58,77,500.0
% change in portfolio after all fees	-21.4%	-1.5%	17.6%
<b>Performance fee calculation</b>	<b>Scenario A</b>	<b>Scenario B</b>	<b>Scenario C</b>
Profit for the year	-10,00,000	-	10,00,000
Expenses for the year	70,000.0	75,000.0	80,000.0
Profit for the year (after expenses)	-10,70,000.0	-75,000.0	9,20,000.0
(-) Minimum profit level (Hurdle rate @20% of AUM)	7,50,000	7,50,000	7,50,000
Amount on which profit- sharing fees to be calculated	-	-	1,70,000.0
Performance fees @25% of profits	-	-	42,500.0

Notes :

**Annexure “B”****Conflicts of Interest**

The services rendered by the Portfolio Manager will be subject to conflict of interest relating to NEO Asset Management Private Limited as Portfolio Manager and various other affiliates, directors, shareholders, officers and employees of the Portfolio Manager (“Relevant Parties”), which are engaged in a broad spectrum of activities in the financial sector.

Some of the possible conflicts of interest and potential conflicts of interest are outlined below:

- a. The Portfolio Manager and/or any of the Relevant Parties may act as an investment manager/advisor to other clients/alternative investment funds/entities under its advisory/management business by identifying, evaluating and recommending investments to its clients. Any conflict arising out of such relationships would be managed by the Portfolio Manager subject to Applicable Laws and SEBI Regulations.
- b. There could be multiple portfolios under the management of NEO Asset Management Private Limited as a Portfolio Manager, thereby presenting possibility of conflict of interest in allocating investment opportunities amongst the various portfolios. The Portfolio Manager will endeavor to resolve any such conflicts in a reasonable manner as it deems fit.
- c. The Portfolio Manager, while managing the funds of Client, may from time to time, effect transactions in securities in which the Portfolio Manager may have a financial or other business interest.
- d. The Relevant Parties providing services to the Client will have, in addition to their responsibilities for the Client, 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.
- e. Subject to the SEBI Regulations, the Portfolio Manager may have a commercial or other relationship or agreement with banks and companies with whom or through whom transactions are carried out for purchase and sale of any of the Securities or with any issuer of Securities whose Securities are purchased and/ or sold for or on behalf of the Client.
- f. The Portfolio Manager may deal on the Client’s behalf with any affiliate of the Portfolio Manager as long as the terms are as favourable to the Client as would be ordinarily obtained from a concern which is not an affiliate.
- g. The Portfolio Manager and/or any of the Relevant Parties can act as manager/advisor/arranger to any of the Portfolio Entity/ies, charge fee for the services rendered to them, provide broad range of financial services, from time to time and earn fee in addition to the fee charged to the Client under this Agreement. Any conflict arising out of any such relationships would be managed by the Portfolio Manager subject to Applicable Law and SEBI Regulations.

Conflict of interest would be inherent between the activities of the Portfolio Manager, Portfolio Entity/ies and the Relevant Parties. It is intended for such conflicts to be managed primarily by complying with the Applicable Laws, acting in good faith to develop equitable resolutions of known conflicts and developing policies to reduce the possibilities of such conflict. The Portfolio Manager shall ensure fair treatment to all its clients in case of conflicts of interest.

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## Annexure "C"

## DISCLOSURE OF INTEREST

From

To,  
**Neo Asset Management Private Limited,**  
 B-903 Marathon Futurex, NM Joshi Marg  
 Lower Parel, Mumbai 400013

Sub: Declaration of Interest in Body Corporates

Dear Sir,

I/We having entered into Portfolio Management Services agreement with Neo Asset Management Private Limited. (Portfolio Manager), hereby declare that I/We may be considered as holding interest in various entities listed below which enables me/us to obtain unpublished price-sensitive information of the following body corporate/s:

Please do not invest in any of the following securities under my Portfolio Account with you.

Sr. No.	Name of the Company	Nature of Interest and Conflict

*(Please attach separate sheet if required)*

I shall keep you informed, in the event of my being associated in any new corporate.

I/We undertake to intimate Portfolio Manager in case of any modification in the above-mentioned details including change in name, if any, of the Body Corporate.

In case any of the above-mentioned Body corporate/s are not already listed on the National Stock Exchange / Bombay Stock Exchange, I/We undertake to intimate the Portfolio Manager at least fifteen days prior to it / they being listed.

I/We understand that the Portfolio Manager may not invest in the equity shares of the above-mentioned companies on my/our behalf unless specified otherwise in writing by me/us.

I/We understand declare that the above-mentioned details constitute compliance with the provisions of the SEBI (Prohibition of Insider Trading) Regulations 2015 and SEBI (Substantial Acquisition of Shares and Takeovers) Regulations, 1997)

Yours sincerely,

## Declaration of Acceptance

I, agree, accept and confirm the terms and conditions of the Non-Discretionary Portfolio Management Services Agreement entered into by me on \_\_\_\_\_ including but not limited to the terms of Annexure "A" as provided hereinabove as illustration to the fees and charges to be charged under the aforesaid Non-Discretionary Portfolio Management Services Agreement and Annexure "C" containing a summary of the risks my investment may be subject to.

Confirmation of fees in client's own handwriting

**"I/ We have read and understood the fees and charges structure. I/We hereby agree to the same".**

Please Write Here

INVESTMENT RESTRICTIONS

From

To,  
**Neo Asset Management Private Limited,**  
B-903 Marathon Futurex, NM Joshi Marg  
Lower Parel, Mumbai 400013

Sub: : Investment in Discretionary Portfolio Management Services

Dear Sir,

With reference to the Discretionary Portfolio Management Services Agreement entered with you, We request not to effect any of my our investments in any of the companies indicated below and or in any of the companies belonging to the industry (ies) as mentioned below:

Sr. No.	Name of the Company / Name of the Industry

This Space Is Intentionally Kept Blank

## Annexure "F"

## Form of Nomination

[only for individual(s) applying singly or jointly]

Sr. No.	Name of the Nominee/guardian	Address and PAN of the Nominee/guardian	% allocation
1.			
2.			
3.			

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

Place : \_\_\_\_\_

## Instructions

1. The nomination can be made only by individuals investing / holding the account on their own behalf (singly or jointly) in favour of a single person only. Non-individuals including society, trust, body corporate, partnership firm, karta of hindu undivided family, holder of power of attorney cannot nominate.
2. A minor can be nominated and in that event, the name and address of the guardian of the minor nominee shall be provided by the account holder.
3. The nominee shall not be a trust, (other than a religious or charitable trust) society, body corporate, partnership firm, karta of Hindu Undivided Family or a power of attorney holder. A non-resident Indian can be a nominee subject to exchange controls in force from time to time.
4. The nomination in respect of the account automatically stands rescinded upon closure of the account.
5. The nominee shall have the right to receive the amount due from the Portfolio Manager or transfer the account in his / her favour and the payment by the Portfolio Manager or the transfer of account shall constitute full and valid discharge to the Portfolio Manager of its liability in respect of said account against the legal heirs.

## Email / Telephone Mandate and Standing Instruction

To  
**Neo Asset Management Private Limited**  
 903 - B Wing, Marathon Futurex, N.M. Joshi Marg,  
 Lower Parel, Mumbai, Maharashtra 400 013.

I/We have opened an account of Non-Discretionary Portfolio Management Services with Neo Asset Management Private Limited (NAMPL) for availing Non-Discretionary Portfolio Management Services. The said account was opened on \_\_\_\_\_ and I/we have availed such service/s more particularly described in the Non- Discretionary Portfolio Management Services Agreement. My/our id is \_\_\_\_\_ (Broking client code) & my/our Fax no is \_\_\_\_\_ and my/ our email id is \_\_\_\_\_ which shall be used by me/us for providing my/our consent/execution/placing of trade order with NAMPL. In case there is any change in any of the above mentioned details I/We shall intimate/notify NAMPL about the same in writing at the earliest/We have read the terms and conditions of the Non-Discretionary Portfolio Management Services Agreement and I/We agree/accept and understand as follows:

1. That the order, instructions and other communications made over the telephone routed through NAMPL interactive voice response or other telephone system may be recorded by NAMPL. I /We also agree and understand that such recording and records of any orders, instructions and communications given or made by me/us or NAMPL by way of Fax, email, or other electronic means shall be admissible as evidence and shall be binding on me/us.
2. I/we expressly agree to be bound by, any instructions and communications, whether authorized or not authorized, sent in my/our name and accepted by NAMPL. I/we shall be responsible for all the orders / transactions conducted by using email/Fax /Telephone or any other electronic media I/ we agree to indemnify NAMPL against any improper/ fraudulent fund transfer instruction purported to be received from me/us.
3. Any records generated by NAMPL shall be conclusive proof of any order executed by me/us and binding on me / us for all purposes and may be used as evidence in any proceedings. In particular, it shall not be an option to me / us to contend or to try to avoid a transaction on the allegation that a trade conducted on my/our Account using the password created by me / us is not a transaction done by me/us or on behalf of me/us. I /we shall be responsible for all orders / transactions placed / undertaken by me/us or on my / our behalf and shall not hold NAMPL liable for any loss or damage incurred or suffered by me / us due to any unauthorized transaction or any negligence / mistake or misconduct by my/our authorized representative.
4. I/we hereby provide standing instruction given to you as my/our Portfolio Manager and Power of Attorney holder under agreement dated \_\_\_\_\_ to
  - i) Invest/reinvest any surplus money available after settlement of transactions including margin requirement into units of Mutual Fund/Liquid Bees/Liquid Funds.
  - ii) Redeem the above investments as and when any obligation arises due to my/our transactions.

This instruction is valid unless revoked by me/us.

First Holders / Partners / Trustees Name : \_\_\_\_\_

Second Holders / Partners / Trustees Name : \_\_\_\_\_

Third Holders / Partners / Trustees Name : \_\_\_\_\_

SIGNED AND DELIVERED by the within named Client.



## Annexure "H"

On Stamp paper of Rs 500 (to be notarised locally)

## POWER OF ATTORNEY

TO ALL TO WHOM THESE PRESENTS SHALL COME I / WE, \_\_\_\_\_, individual / limited liability partnership registered under Limited Liability Partnership Act, 2008/ company registered under the Companies Act, [1956/2013] / trust/ partnership firm / HUF hereinafter referred to as the 'Client' which expression shall, unless repugnant to the meaning or context thereof, be deemed to mean and include their respective heirs, executors and administrators) son / daughter / wife of \_\_\_\_\_ (not applicable for corporate, limited liability partnership, partnership, trust, and HUF) represented by \_\_\_\_\_, Director / Partner/ Trustee/ Karta (not applicable to individual clients) residing at / having registered office at \_\_\_\_\_

SEND GREETINGS:

## WHEREAS:

- A. By a Non-Discretionary Portfolio Management Services Agreement dated \_\_\_\_\_, \_\_\_\_\_ (hereinafter referred to as the "Agreement") entered into between the Client of the One part and **NEO Asset Management Private Limited**, a company incorporated under the provisions of the Companies Act, 2013 and having its registered office at 903, B-Wing, 9th Floor, Marathon Futurex, Mafatlal Mills Compound, N.M. Joshi Marg, Lower Parel, Mumbai – 400013, Maharashtra, India (hereinafter referred to as the "Portfolio Manager" which expression shall, unless the context otherwise requires, be deemed to include its successors and assigns), the Client appointed the Portfolio Manager on a non-discretionary basis to manage, invest and operate the assets of the Client in accordance with, and under the instructions of the Client. The Portfolio Manager shall however, have the power to appoint agents, representatives, banks or service providers or other persons as the Portfolio Manager may deem fit from time to time to perform any of the functions which the Portfolio Manager is empowered / obligated to perform and to delegate to such persons the authority/power to perform any of the functions to be performed by the Portfolio Manager and provide such instructions as the Portfolio Manager may deem fit from time to time to enable such performance.
- B. I/We hereby confirm the appointment of the Portfolio Manager for the funds and securities of Client owned, acquired or dealt with or to be owned, or dealt with or to be owned in the name of the Client or Portfolio Manager on behalf of the Client (subject to Applicable Laws) and the Portfolio Manager agrees to act and provide portfolio management services for the funds and securities of the Client in accordance with the powers set out herein:

I/We, the Client, who is/are signatory/signatories to this Power of Attorney do hereby [jointly and severally] nominate, constitute, appoint and authorise the said Portfolio Manager to act through any of the officers, agent or service provider, authorised to act as such by the Portfolio Manager to be the Client's lawful attorney and to do all or any of the following acts, deeds and things in relation to the services provided by the attorney under the Agreement in accordance with, and under the instructions given by the Client to the Portfolio Manager from time to time:

- To appoint, remove or substitute any custodians, 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, to receive communication from such Service Providers and provide such instructions as the Portfolio Manager may deem fit from time to time to enable such performance.
- To make necessary application(s) on behalf of the Client, in accordance with the instructions given by the Client, to any unlisted securities, securities listed or traded on a recognized stock exchange in India or overseas (subject to applicable laws), money market instruments, units of mutual funds, bonds and debentures or any other securities as specified by SEBI from time to time and such other securities permissible under the Securities and Exchange Board of India (Portfolio Managers) Regulations, 2020 and to represent the Client in all respects before such authority or authorities.
- To acquire by subscription, purchase or otherwise, any Securities under the instructions of the Client; to sell, transfer, endorse or deliver any Securities now standing in the name of the Client or to be hereafter acquired and to sign and execute all transfer deeds, forms, applications or such other instruments, documents and papers as may be necessary for the purpose of acquiring or transferring or selling the Securities under the instructions of the Client.
- To renounce and sign application and/or renunciation forms in respect of the Securities offered on a rights, additional, preferential or other basis and to receive and hold such Securities.
- To make application(s) to companies or corporate bodies for splitting, consolidation, redemption, conversion of the Securities under the instructions of the Client.
- To represent the Client before any authority, official or agency of the government of India or state government or any bank, company, corporation, stock exchange, SEBI or any other authority in respect of the Securities.
- To give or be a party to the notice for calling an extraordinary general meeting of any company on requisition.



First Holder / Authorised Signatory



Second Holder / Authorised Signatory



Third Holder / Authorised Signatory

8. To attend, vote, represent or otherwise act as the attorney or proxy at meetings of the members, shareholders, creditors, debenture holders of any company or body corporate in which shares, debentures or deposits are acquired or held pursuant to these presents.
9. To open and to operate Depository Accounts to keep the Securities acquired to these presents.
10. To open and to operate bank accounts in the name of the Client to these presents.
11. To collect and receive all interest and dividends due on all or any Securities; 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.
12. To deposit the monies with the bank and to deposit all interest, dividends or profits in an 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.
13. To demand, sue for, recover, receive and give good effectual receipt(s) and discharge(s) for all and any Securities, certificates in respect thereof, dividends, redemption, interest, bonuses or any other sum(s) and/or income accruing from the Securities and to sign and endorse pay orders, dividends or interest warrants or certificates, which are now or at any time may be due or payable and belong to the Client.
14. In all matters relating to the Securities to commence or defend, carry on, prosecute or compromise any action, suit, petition, arbitration or other legal proceeding for recovering payment, transfer or delivery thereof, and for that purpose to sign, verify, declare or affirm all complaints, petitions, written statements, affidavits and applications and to engage solicitors and advocates and to settle and pay their fees.
15. For the purposes aforesaid or any of them to sign any contract, agreement, transfer, acceptance, receipt, acquittance, document and form and other writing and do all lawful acts requisite for effecting the same.
16. And generally to do and perform and execute all such other acts, deeds, instruments, matters and things for and on behalf of the Client as may be necessary, proper, convenient or expedient.
17. To make such declarations, as may be required under Applicable Laws, being in force from time to time.
18. To open and to operate bank accounts in the name of the Client to these presents. These accounts will be solely operated by the Portfolio Manager and/or the Custodian / service provider to the exclusion of the Client and the Client hereby confirms, ratifies that it shall not exercise any right in relation to operation of the accounts till the revocation of this Power of Attorney.

This Power of Attorney will be in full force and effect till it is specifically revoked by the Client and the Client hereby ratifies and confirms and covenants for itself its successors and assigns to ratify and confirm and covenant all and whatsoever has been or shall be lawfully done in the premises by virtue of these presents, including in such ratification and confirmation whatever shall be done between the time of the revocation by any other means of these presents and the time of such revocation becoming known to the Portfolio Manager.

And I/We, hereby confirm, that pursuant to the Agreement, I/We have empowered the Portfolio Manager to inter-alia instruct the service providers from time to time in respect of the exercise of powers under this Power of Attorney and under the Agreement. And I/We confirm that all actions by the Portfolio Manager pursuant to the said Power of Attorney shall be binding on me / us and our heirs, executors, administrators, successors and assigns as though such actions had been carried out by us directly.

And I/We do hereby confirm that all the powers hereby conferred may be exercised by any officers or managers of the said attorney who are duly authorised by the directors of the said attorney by name and / or designation from time to time and acting for and in the name of the Portfolio Manager.

And I/We further agree to indemnify and keep indemnified and hold harmless the Portfolio Manager and its officers, directors, shareholders, employees, agents and any other delegates from any and all costs, liabilities and expenses resulting directly or indirectly from all lawful actions done on Client's behalf.

IN WITNESS WHEREOF the Client has caused this Power of Attorney to be executed at \_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

SIGNED SEALED AND DELIVERED by within named Client(s)



First Holder / Authorised Signatory



Second Holder / Authorised Signatory



Third Holder / Authorised Signatory

In the presence of Client's Witness Name and Address:

NEO AMC authorized signatory

1.

1.

2.

2.

(\*In case of Company/Limited Liability Partnership: Duly authorised in that behalf in terms of the board resolution/ partner's resolution passed by the board of directors/ partners of \_\_\_\_\_ on \_\_\_\_\_ who have in token thereof affixed their respective signatures hereto above).

Notary

## COMMON DECLARATION FOR ATTACHED ANNEXURE

I/We confirm that all the prescribed information or declaration or Annexure forming part of the onboarding process and this PMS agreement given in this application is read and have understood the relevant consents to be granted. The below mentioned parts as per the Declaration tabulated under of account opening form or the PMS Agreement are hereby accepted and accede my consent to all the relevant clauses and the terms thereof stated in the information or declaration or Annexure governing the same as per the PMS Regulations and Rules thereof stated in the declaration read with the PMS Agreement.

Common Declaration for Annexures	Page no
FATCA-CRS KYC INFORMATION & DECLARATION - INDIVIDUALS & HUF	Page no 22 & 23
FATCA-CRS KYC INFORMATION & DECLARATION - NON-INDIVIDUAL	Page no 24 to 26
COMMON RISK PROFILE	Page no 27 to 30
PORTFOLIO MANAGEMENT SERVICES ACCOUNT RELATED DETAILS	Page no 39 to 40
FORMAT OF OBTAINING THE CONSENT FROM THE CLIENT	Page no 58
Annexure "C" - DISCLOSURE OF INTEREST	Page no 62
INVESTMENT RESTRICTIONS	Page no 63
ANNEXURE "F" - FORM OF NOMINATION	Page no 64
EMAIL / TELEPHONE MANADATE AND STANDING INSTRUCTION	Page no 65



First Holder / Authorised Signatory



Second Holder / Authorised Signatory



Third Holder / Authorised Signatory

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**(Declaration by Firm (Sole Proprietorship) on Letterhead of the Firm)**

To  
**Neo Asset Management Private Limited**  
903 - B Wing, Marathon Futurex, N.M. Joshi Marg,  
Lower Parel, Mumbai, Maharashtra 400 013.

Dear Sir,

I refer to the PMS account opened with you in the name of \_\_\_\_\_ and  
declare and authorize you as under :

I recognize that a beneficiary account cannot be opened with a depository participant in the name of a sole proprietorship firm as per Regulations. To facilitate the operation of the above PMS account with you and for the purpose of completing the share transfer obligations pursuant to the trading operation, I authorize you to recognize the beneficiary account No. with depository opened in the name of the undersigned who is the sole proprietor of the firm.

I agree that the obligation for shares purchased and / or sold by the firm will be handled and completed through transfers from the above mentioned account. I recognize and accept transfers made by you to the beneficiary account as complete discharge of obligations by you in respect of trades executed in the above trading account of the firm.

Signature

Name (firm stamp)

Place: \_\_\_\_\_

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

Further, I the undersigned, am the sole proprietor of the firm and am solely responsible for the liabilities thereof. I shall advise you in writing of any change that takes place in the constitution of the firm and I will be personally liable to you for all the obligations that the firm may incur in the course of dealings with you and undertake to personally discharge such liabilities.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name (without firm stamp)

Place : \_\_\_\_\_

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

## On the letterhead of Corporate/Registered Trust/LLP

Certified true copy of the resolution passed by (Name of Corporate/Registered Trust/LLP to be mentioned) on (Mention meeting date) at its registered office situated at RESOLVED THAT the “ ” (Name of Corporate/Registered Trust/LLP to be mentioned) proposed to open a Portfolio Management Service (PMS) Account with “Neo Asset Management Private Limited which is registered with SEBI as the Portfolio Manager.

RESOLVED FURTHER THAT the following Director(s)/Partner(s)/Trustee(s) Authorised Signatory (ies) be and are hereby severally / jointly (Please specify mode of operation severally or jointly) authorized to open and operate the said PMS Account and in this connection, sign/ execute the necessary forms, agreements, documents, papers, Power of Attorney etc. and to do all such acts, deeds or things incidental or ancillary thereto, so as to give effect to this resolution:

Name of Director(s)/Trustee(s)/Partner(s)/Authorised Signatory(ies) for opening/operating of account	Designation

RESOLVED FURTHER THAT Demat account be and hereby open in the name of (Name of Corporate/Registered Trust/ LLP to be mentioned) with Neo Asset Management Private Limited which is the Depository Participant of CDSL.

RESOLVED FURTHER THAT the following Director(s)/Partner(s)/Trustee(s) Authorised Signatory(ies) be and are hereby severally / jointly (Please specify mode of operation severally or jointly) authorized to open and operate the said Demat Account and in this connection, sign/ execute the necessary forms, agreements, documents, papers, Power of Attorney etc. and to do all such acts, deeds or things incidental or ancillary thereto, so as to give effect to this resolution:

Name of Director(s)/Trustee(s)/Partner(s)/Authorised Signatory(ies) for opening/operating of account	Designation

RESOLVED FURTHER THAT any Director/Trustee/Partner/Authorised Signatory be and is hereby authorized to issue a certified true copy of this resolution which shall remain in force until a notice in writing of its withdrawal or cancellation is given by the Corporate/Registered Trust/LLP.” For \_\_\_\_\_ (Name of Corporate/Registered Trust/LLP to be mentioned)

Director(s) Trustee (s)/ Partner(s)

(Specimen signature of Director/Trustee(s)/Partner(s)/Authorised Signatory(ies))

Name of Director(s)/Trustee(s)/Partner(s)/Authorised Signatory(ies) for opening/operating of account	Designation	Designation

## On the letterhead of Trust/Partnership Firm

Certified true copy of the resolution passed by \_\_\_\_\_ the Trust/Partnership Firm of (Name of Trust/Partnership Firm to be mentioned) on \_\_\_\_\_ (Mention meeting date) at its registered office situated at \_\_\_\_\_

RESOLVED THAT the “\_\_\_\_\_”  
(Name of Trust/Partnership Firm to be mentioned) proposed to open a Portfolio Management Service (PMS) Account with “Neo Asset Management Private Limited which is registered with SEBI as the Portfolio Manager.

RESOLVED FURTHER THAT the following Trustee(s)/Partner(s)/Authorised Signatory (ies) be and are hereby severally / jointly (Please specify mode of operation severally or jointly) authorized to open and operate the said PMS Account and in this connection, sign/execute the necessary forms, agreements, documents, papers, Power of Attorney etc. and to do all such acts, deeds or things incidental or ancillary thereto, so as to give effect to this resolution:

Name of Trustee(s)/Partner(s)/Authorised Signatory(ies) for opening/operating of account	Designation

RESOLVED FURTHER THAT Demat account be and hereby open in the name of \_\_\_\_\_  
(Name of Trustee/Partner) and/or \_\_\_\_\_ (Name of Trustee/Partner) of the  
\_\_\_\_\_ (Name of Trust/Partnership Firm to be mentioned) with Neo Asset  
Management Private Limited which is the Depository Participant of CDSL.

RESOLVED FURTHER THAT the following Trustee(s)/Partner(s)/Authorised Signatory (ies) be and are hereby severally / jointly (Please specify mode of operation severally or jointly) authorized to open and operate the said Demat Account and in this connection, sign/execute the necessary forms, agreements, documents, papers, Power of Attorney etc. and to do all such acts, deeds or things incidental or ancillary thereto, so as to give effect to this resolution:

Name of Trustee(s)/Partner(s)/Authorised Signatory(ies) for opening/operating of account	Designation

RESOLVED FURTHER THAT any Trustee/Partner of the Trust/Partnership Firm be and is hereby authorized to issue a certified true copy of this resolution which shall remain in force until a notice in writing of its withdrawal or cancellation is given by the Trust/Partnership Firm.”  
For \_\_\_\_\_ (Name of Trust/Partnership Firm to be mentioned)

Trustee(s)/Partner(s)  
(Specimen signature of Trustee(s)/Partner(s)/Authorised Signatory(ies))

Name of Trustee(s)/Partner(s)/Authorised Signatory(ies)	Designation	Designation

**(Declaration to be given by Partnership/LLP on Letterhead of the Firm)**

To

**Neo Asset Management Private Limited**
 903 - B Wing, Marathon Futurex, N.M. Joshi Marg,  
 Lower Parel, Mumbai, Maharashtra 400 013.

Dear Sir,

We refer to the PMS account being opened / opened with Neo Asset Management Private Limited (NAMPL) in the name of \_\_\_\_\_  
 and declare and authorize NAMPL as under :

We recognize that a beneficiary account cannot be opened with a depository participant in the name of a Partnership firm as per Regulations. To facilitate the operation of the above PMS account with you and for the purpose of completing the securities transfer obligations pursuant to the trading operations, we authorize you to recognize the beneficiary account no. \_\_\_\_\_ with depository \_\_\_\_\_ opened as a joint account in the names of the partners of the firm.

We agree that the obligations for shares purchased and / or sold by the firm will be handled and completed through transfers to/ from the above-mentioned account. We recognize and accept transfers made by you to the beneficiary account as complete discharge of obligations by you in respect of trades executed in the above trading account of the firm.

We hereby authorize Mr. \_\_\_\_\_, Mr. \_\_\_\_\_  
 and Mr. \_\_\_\_\_, partners of the firm, severally, to execute / sign and submit such documents, agreements, deeds etc. as may be necessary to enter into the agreement and engage in business with NAMPL and to sell, purchase, transfer, endorse, negotiate and do other things that may be necessary to engage in business on behalf of the partnership firm.

Name of the Partner	Signature of the Partner

 \_\_\_\_\_  
 Signature

 \_\_\_\_\_  
 Name (without firm stamp)

Place : \_\_\_\_\_

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



DECLARATION BY KARTA of Hindu Undivided Family (HUF)

Date:     /     /

To  
Neo Asset Management Private Limited  
903 - B Wing, Marathon Futurex, N.M. Joshi Marg,  
Lower Parel, Mumbai, Maharashtra 400 013.

Dear Sir,

Details of co-partners of (Name of HUF);

Sr. No.	Name	PAN No.	Date of Birth	Relationship	Signature
1					
2					
3					
4					
5					
6					

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

Thanking You,

(Name & Signature of Karta)

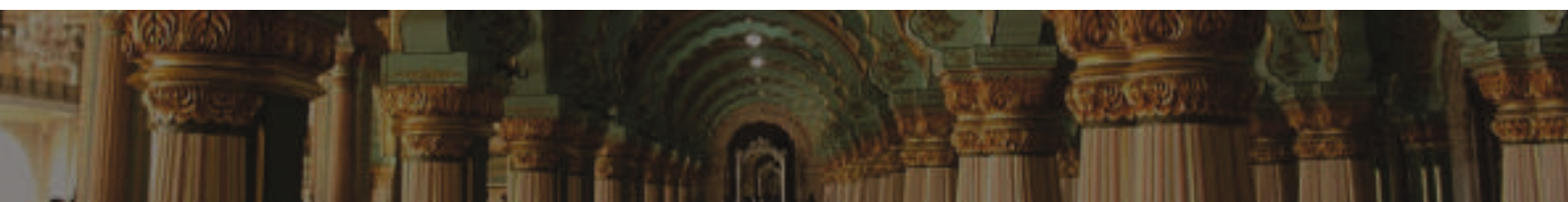


## **The opulence of the Ambavilas Palace, Mysore**

The Ambavilas Palace, also known as the Mysore Palace, is an architectural marvel that showcases a unique blend of various styles. The palace was built in 1912 and was designed by British architect Henry Irwin. The palace is a three-storied stone structure, with a 145-foot five-storied tower at the entrance. The palace features a blend of Gothic, Rajput, and Vijayanagara architectural styles. The palace's facade is adorned with arches, domes, and turrets, and is made of granite and marble.

The palace's interior is equally breath-taking, with the Durbar Hall being the most impressive. The Durbar Hall is a grand hall that was used for royal ceremonies and is adorned with Belgian stained glass windows and intricate wooden carvings. The palace also features a number of other halls such as the Kalyana Mantapa, the Diwan-e-Khas, and the Gombe Thotti. The palace also features a number of temples within its complex, including the Sri Jayachamarajendra Wadiyar Memorial and the Sri Chamarajendra Wadiyar Memorial.

The palace's architecture is truly a testament to the grandeur and opulence of the erstwhile Wadiyar dynasty and continues to be a major tourist attraction in Mysore.







Do Good.

## Neo Asset Management Private Limited

SEBI Registration No. : INZ000306537 | CIN No. : U74140H2021PTC367572  
903, B-Wing, Marathon Futurex, Mafatlal Mills Compound, N. M. Joshi Marg, Lower Parel, Mumbai-400 013.  
Contact: 022 6642 3600