

Portfolio Management Service

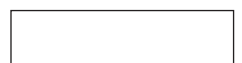
Client ID

Client Name

BR/FR Code/ Name Received on

RM/Introducer/Reference Activated on

Narnolia®



INDEX OF DOCUMENTS

Sr. No.	Documents	Page No.
1	Identifying Your Investment Risk (For Investment Perspective)	01
2	Information in relation to the Prevention of Money Laundering Act, 2002	01
3	investment approach and Portfolio Construction	02-03
4	KYC – Application Form with Additional Details of Individual & Non-Individual	04-10
5	Portfolio Management Services Agreement with Schedule 1	11-20
6	Power of Attorney	21-23
7	Details of Ultimate Beneficial Owner (UBO) Including Additional FATCA & CRS Information for Non-Individual.	24-25
8	Annexure - 1: List of Securities/ Portfolio handed over by client	26
9	Annexure – 2: Information related to Access to unpublished price sensitive information	26
10	Annexure – 3 : Letter from client for receipt of statements, report and documents via Email	27
11	Annexure A to D	28-33

Name of Portfolio Manager	Narnolia Financial Advisors Limited, (CIN : U51909WB1995PLC072876)
---------------------------	---

SEBI Registration No. and date:	INP000006420, Dated: 8th March 2019
---------------------------------	-------------------------------------

Registered office address:	Marble Arch Building, 236B, AJC Bose Road, Unit 201, 2 nd Floor, Kolkata - 700020, Ph: +91- 033 4050 1500, Website: www.narnolia.com
----------------------------	---

Correspondence office address:	27, MIDC, 1st Floor, Marol MIDC, Andheri East, Mumbai - 400 093. Ph: +91 022 6839 1200
--------------------------------	---

Principal officer Name, Phone No & Email Id. :	Mr. Atul Kumar Mishra, Phone : 022 6270 1200, Email: atul.mishra@narnolia.com
---	--

Investor Grievance officer Name, Phone No & Email Id. :	Mr. Manish Kumar Agarwal, Phone : 033 4050 1604, Email : ig@narnolia.com
--	---

You can also lodge your grievance with SEBI at http://scores.gov.in . For any queries, feedback or assistance please contact SEBI officer on toll free help line at 1800227575/18002667575	
---	--

Check List				
COMPANY OR BODY CORPORATE				
S. N.	Document Required	Details of Document (if any)	RM/AP	NFAL
1.	Mandatory Proof of Body Corporate	Copy of PAN Card.	<input type="checkbox"/>	<input type="checkbox"/>
2.	Registration Detail	Certificate of Incorporation	<input type="checkbox"/>	<input type="checkbox"/>
3.	Memorandum & Article of Association	In case of Xerox copy MOA, each page need to be stamped & signed.	<input type="checkbox"/>	<input type="checkbox"/>
4.	Bank Proof (in Company's Name)	(i)Cancelled cheque with name and account number pre printed. (ii)Bank Pass Book / Bank Statement / Bank Verification Letter (IFSC code/MICR/Bank account number & Bank address should be mentioned).	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>
5.	Address proof of Body Corporate	<u>For Correspondence Address</u> Bank Passbook / Bank Statement / Bank Verification Letter / #Telephone Bill / #Electricity Bill <u>For Registered Office Address</u> Form INC22/Form 18 copy with ROC receipt certified by authorized signatory	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>
6	Documents on the letterhead of the company (Original)	(i) Board Resolution for opening & operating trading and demat account. The Board Resolution should be signed by Director other than the Director authorized in the Board resolution or by every director in case all have been authorized. (ii) List of all Authorised Signatories as mentioned in Board Resolution with specimen signature. (iii) Latest Shareholding Pattern (in case a share holder is a corporate entity and is holding more than 25% shares than latest share holding pattern of that company is also required.) (iv) Net worth Certificate on company's letter head duly certified by directors (not more than 1 Year Old.) (v) Declaration for identification of Beneficial Owners.	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
7.	Other Documents	(i)Audited Balance Sheet for last 2 years. (ii) Details of minimum two directors with photo to be filled in annexure page of KYC part 1. (iii) FATCA Declaration.	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
8.	ID Proof of all Authorised Signatory / Directors	Copy of PAN Card (Compulsory)	<input type="checkbox"/>	<input type="checkbox"/>
9.	Residential Address Proof of all Authorised Signatory / Directors	Any One Voter Identity Card /*Passport /*Driving License /AADHAAR/ UID /Ration Card #Utility Bill – Telephone Bill (only land line), Electricity Bill . #Bank Account Statement/ Passbook/ Verification on Original Letter head Other Proof of address as per SEBI Circular if applicable	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
		*The Proofs should be Valid for at least Next 2 Months #The Proof should not be more than 3 Months old		
All documents must be VERIFIED WITH ORIGINAL by AP/Employees of NFAL with verifier name & signature on the documents and All documents must be self attested by company's Authorised Signatory with company seal.				

Check List				
INDIVIDUAL				
Sr. No.	Document Required	Details of Document (if any)	RM/AP	NFAL
1.	Mandatory Proof of Individual	Copy of PAN Card	<input type="checkbox"/>	<input type="checkbox"/>
2.	Photograph	Latest Passport size Photo of each Applicant	<input type="checkbox"/>	<input type="checkbox"/>
3.	Residential Address proof	Any One Voter Identity Card /*Passport /*Driving License /AADHAAR/ UID /Ration Card/NREGA Job Card #Utility Bill – Telephone Bill (only land line), Electricity #Bank Account Statement/ Passbook/ Bank Verification on Original Letter head Other Proof of address as per SEBI Circular if applicable	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
4.	Bank Document	(i)Cancelled cheque with name and account number Pre-printed. (ii)Bank Pass Book / Bank Statement / Bank Verification Letter (IFSC code/MICR/Bank account number & Bank address should be mentioned).	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>
5.	Other Document (Any one) if opted for Derivatives segment.	ITR for last 2 year / Bank Statement with last six month transaction/Demat holding statement/Salary slip last 3 month.	<input type="checkbox"/>	<input type="checkbox"/>
		*The Proofs should be Valid for at least Next 2 Months #The Proof should not be more than 3 Months old		
All documents must be VERIFIED WITH ORIGINAL by AP/Employees of NFAL with verifier name & signature on the documents and All documents must be self attested by the applicant.				
Check List				
H U F				
Sr. No.	Document Required	Details of Document (if any)	RM/AP	NFAL
1.	Mandatory Proof of HUF	Copy of PAN Card	<input type="checkbox"/>	<input type="checkbox"/>
2.	Address proof of HUF	Bank Passbook / Bank Statement / Bank Verification Letter / #Telephone Bill / #Electricity Bill	<input type="checkbox"/>	<input type="checkbox"/>
3.	Bank Proof	(i)Cancelled cheque with name and account number Pre-printed. (ii)Bank Pass Book / Bank Statement / Bank Verification Letter (IFSC code/MICR/Bank account number & Bank address should be mentioned).	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>
4.	Other Documents	(i)Net worth certificate on HUF letter head (not more than 1 year old) (ii) FATCA Declaration. (iii) Declaration letter of HUF.	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
5.	Karta Individual Document	(i) Copy of PAN Card (ii) Address Proof (KARTA) (iii) KYC form as specified by CVL/ NDML/CKYCR from KARTA (DP account shall be opened in the name of KARTA) (iv)Latest passport size photo of KARTA.	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
		# The Proof should not be more than 3 Months old		
All documents must be VERIFIED WITH ORIGINAL by AP/Employees of NFAL with verifier name & signature on the documents and All documents must be self attested by applicant with HUF stamp. For KYC of KARTA signature should be done by KARTA without HUF stamp				

Check List				
PARTNERSHIP FIRM				
S. N.	Document Required	Details of Document (if any)	RM/AP	NFAL
1.	Mandatory Proof of FIRM	Copy of PAN Card	<input type="checkbox"/>	<input type="checkbox"/>
2.	Address Proof of FIRM	Bank Passbook / Bank Statement / Bank Verification Letter / #Telephone Bill / #Electricity Bill	<input type="checkbox"/>	<input type="checkbox"/>
3.	Bank Proof of FIRM	(i)Cancelled cheque with name and account number Pre-printed. (ii)Bank Pass Book / Bank Statement / Bank Verification Letter (IFSC code/MICR/Bank account number & Bank address should be mentioned).	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>
4.	Others Documents	(i)Audited Balance Sheet for last 2 years (ii) Photo, Proof of Identity(PAN Card) &Proof of address of all authorized partners duly self certified by the partners. (iii)Registered Partnership Deed (Containing the clause that entity can invest in Securities market) (iv)FATCA Declaration	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
5.	Documents on Letter Head	(i)List of all authorised Partner/Signatories with specimen signatures. (ii) Networth certificate required on Partnership Firm letter head (not more than 1 year old). (iii)Declaration for beneficial owners. (iv)Authority Letter for operating account by Partner/Partners. (iv) Letter of Undertaking from Partners	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
7.	KYC Form of Authorised Partners	KYC form as specified by CVL/ NDML/CKYCR from authorised Partners. (As DP account shall be opened in the name of Partner).	<input type="checkbox"/>	<input type="checkbox"/>
Checklist				
LIMITED LIABILITY PARTNERSHIP				
S. N.	Document Required	Details of Document (if any)	RM/AP	NFAL
1.	Mandatory Proof of LLP	Copy of PAN Card	<input type="checkbox"/>	<input type="checkbox"/>
2.	Address proof of LLP	<u>For Correspondence Address</u> Bank Passbook / Bank Statement / Bank Verification Letter / #Telephone Bill / #Electricity Bill <u>For Registered Office Address</u> Form Form 15 copy with ROC receipt certified by authorized signatory	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>
3.	Bank proof of LLP	(i)Cancelled cheque with name and account number Pre-printed. (ii)Bank Pass Book / Bank Statement / Bank Verification Letter (IFSC code/MICR/Bank account number & Bank address should be mentioned).	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>
4.	Others Documents	(i)Copy of LLP Agreement (Containing the clause that entity can invest in Securities market) (ii) Audited Balance Sheet for last 2 years (iii)Photo, Proof of Identity (PAN Card) & Proof of address of all authorized LLP partners duly self certified by the partners. (iv)FATCA Declaration.	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
5.	Documents on Letter Head	(i)List of all authorised Partner/Signatories with specimen signatures. (ii)Board Resolution for opening & operating trading and demat account. (iii)Networth certificate required on LLP letter head (not more than 1 year old). (iv)Declaration for beneficial owners. (v)Authority Letter for operating account by Partner/Partners.	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
		# The Proof should not be more than 3 Months old		
<p>All documents must be VERIFIED WITH ORIGINAL by AP/Employees of NFAL with verifier name & signature on the documents and All documents must be self attested by partners with partnership stamp.</p> <p>In KYC of Partners, signature should be done by partners without partnership stamp.</p>				

Identifying Your Investment Risk (For Investment Perspective)

A. Questionnaire

1. Investment Experience
What kind of investment product you have purchased so far? How long you have invested in this product?

_____ (___ Years)

_____ (___ Years)

_____ (___ Years)

_____ (___ Years)
2. Investment Tenure
How long can you keep your money invested in the market before needing access to it?
☐ Up to 1 Year ☐ 2-3 Yrs ☐ 3-5 Yrs ☐ 5-10 Yrs ☐ > 10 Yrs
3. How well do you understand investing in the markets?
☐ I am a novice. I don't understand the markets at all.
☐ I have basic understanding of investing. I understand the risks and basic investments concepts like diversification.
☐ I am an amateur interested in investing. I have invested of my own. I understand how markets fluctuates and the pros and cons of different investment class.
☐ I am an experienced investor. I have invested in different markets and understand different investment strategies. I have my own investment philosophy.
4. Riskier investments usually provide higher return. What is your desired balance?
☐ Preferably guaranteed returns ☐ Stable and reliable returns
☐ Moderate risk for variability in returns ☐ High risk but potentially higher returns
5. If your investment outlook is long-term (more than five years), how long will you hold on to a poorly performing portfolio before encashing it?
☐ Not hold and encash it immediately if there is an erosion of my capital
☐ I'd hold for 3 months ☐ I'd hold for 6 months ☐ I'd hold for one year
☐ I'd hold for up to two years ☐ I'd hold for more than two years.
6. You have invested in shares that you expect will become multi baggers in 2-3 years, these shares prices drop 30% soon after your buy then, you
☐ Sell ☐ Average your cost by buying more ☐ Wait and watch
☐ See your cash flow at the end of the year and buy more if the price of the share is still low
7. Your annual income is
☐ Below 1 Lakh ☐ 5-10 Lakhs ☐ 25 lakhs to 1 Crore
☐ 1-5 Lakhs ☐ 10-25 Lakhs ☐ More than 1 Crore

B. Additional Comments (To be filled by Clients)

Please write down any additional comments which are relevant to determine your Risk Profile:

C. Declaration Acceptance

I/We confirm that the details recorded in aforesaid are correct and reflect my/our true financial position. I/We further agree and confirm that this profile can be applied to invest my/our available funds.

Signature of Sole/First Holder

Signature of Second Holder

Signature of Third Holder

INFORMATION IN RELATION TO THE PREVENTION OF MONEY LAUNDERING ACT, 2002

Funds Details	Do you intend to invest in the stock market with: <input type="checkbox"/> Own Funds <input type="checkbox"/> Borrowed Funds			
Sources of Borrowed Funds (If any)		Amount (Rs.)		
Details of the relatives having account with Narnolia Financial Advisors Limited (NFAL) :				
Name	Relationship	UCC		
1.				
2.				
Details of the corporate/partnership firm/trust, etc where client is affiliated				
Name	Entity Type	Nature of Business	Relationship	UCC
1.				
2.				

I/We confirm that I/we will immediately inform NFAL in case I/we am/are convicted under any grounds or any action is taken against me/us by any authority (ies).

- ☐ I/We hereby declare that I/we do not fall under the Clients of Special Category as defined in Prevention of Money laundering Act, 2002, or
- ☐ I/We declare that I/we fall under Clients of Special category as defined in Prevention of Money Laundering Act, 2002. Please specify the relevant category: _____

Signature of Sole/First Holder

Signature of Second Holder

Signature of Third Holder

Investment approach opted by clients

We follow proprietary Fundamental & Quantitative Model that processes multiple years of Profit & Loss A/c, Balance Sheets and Cash flow data of companies resulting in portfolio of India Story based Growth. The strategy strives for active alpha generation through investing in companies with rising relative growth and valuation. We identify investments within a M (Momentum) C (Carry) Q (Quality) framework which looks at rising momentum in the fundamentals (not necessarily price) of the company.

An investor can invest in our PMS which comprises of equity strategy or Mutual Fund Strategies as per the need of the customer. The various strategies from which customer can choose and invest as per their risk through one or more strategies in single account are outlined as:

- (i) **India 3T Strategy-** A Multi-Cap equity strategy relies on Fundamental & Quantitative Model that processes multiple years of P/L, BS and cash flow data of companies resulting in portfolio of India Story based Growth and MIDCAP BIASED stocks
- (ii) **Industry Leaders-** This equity aggressive theme identifies companies that are leaders of their respective industry and are showing growth in value characteristics with expected higher return ratio.
- (iii) **New India Theme-** This Value migration theme prefers a stock which is next –gen opportunity. The stock has growth in value characteristics and passes the 360 degree deductive reasoning framework.
- (iv) **Small Cap – Active investing** in small cap investment universe by identifying companies with improving fundamentals. Tactical weight allocation under the sub-classes to achieve positive return along with managing the risk.
- (v) **Multi Asset Strategy-** The strategy deploys funds through Direct Schemes of Mutual Funds. The portfolio invests judiciously into different asset classes of Mutual Fund Schemes (Equity and Debt), Gold Fund (Listed or ETF) and REIT or Infra (which are listed). The portfolio recommends investing in tactical and thematic schemes alongside multi cycle stable schemes. The aggressive approach also employs ETFs.

Portfolio Construction

Details of portfolio construction for the client

- a) **Equity: Nature of equity-** Growth in value philosophy will be followed for all listed equity stocks with – large, mid, small cap. The detail steps followed in this regard is mentioned below.
- b) **Balanced-** Currently no such strategy
- c) **Debt-** Investments done through Mutual Fund route only
- d) **Mutual Funds-** Investment in Equity and Debt Mutual Funds is done through Direct schemes of Mutual Funds.
- e) **Others-** No other strategy other than investments through Direct Equity and Mutual Funds

Investment Universe Creation & Classification

- Data analytics on over 1600 stocks (99.5% of total market cap).
- Grouping of stocks into 4 Cap, 10 Sectors, 44 Industries, 76 Sub-Industries, style based and theme based classification.
- Stocks Quantitative Parameters: Earning Score (ES) and Price Score (PS) using detailed financial accounting data.

Approved 'Buy' List Preparation

- Analyzing each company's valuation, growth and financial history for last 10 years.
- Identifying valuation multiple for each Industry through extensive testing on over 80 financial parameters.
- Stocks analyzed using three fundamental attributes based on earnings momentum (M), capital allocation & payout ratio (C) and quality of return ratios (Q).
- Identifying companies with appropriate growth and value characteristics.

Focused 'Buy' List Preparation

- Rigorous bottom up fundamental analysis of companies in approved 'buy list' to ascertain stocks with sustainable high/rising return ratios.
- Identify trends for stocks in approved 'buy list' on peer relative basis by using financial mapping technique.
- Sensitivity analysis to ascertain margin of safety in terms of financials, valuation, liquidity and predictability.
- Identifying top 70 stocks for Portfolio recommendations.

Risk Management

- Proprietary model to allocate optimal weights to various industries. Portfolio weighting is revised based on industry index performance & adaptable sniffing model using fundamental parameters to decipher 'themes in force' in the market.
- Optimal portfolio weightings to avoid risk concentration.

Know Your Customer (KYC) Application Form																																																												Individual																																																	
For office use only (To be filled by company officials only)																																																																																																													
Application Type* <input type="checkbox"/> New <input type="checkbox"/> Update KYC Number*																														<div style="border: 1px solid black; width: 100%; height: 20px;"></div> (Mandatory for KYC update request)																																																																															
Fields marked with* are mandatory fields. Account Type <input type="checkbox"/> Normal <input type="checkbox"/> Simplified (for low risk customers) <input type="checkbox"/> Small UCC :- _____																																																																																																													
1. PERSONAL DETAILS																																																																																																													
Name*										Prefix										<div style="border: 1px solid black; width: 100%; height: 20px;"></div>																																																																																									
(Same as ID proof)																																																																																																													
Maiden Name (If any*)																																																																																																													
Father / Spouse Name*																																																																																																													
Mother Name*																																																																																																													
Date of Birth*																																																																																																													
<div style="display: flex; justify-content: space-between;"> DD - MM - YYYY <div style="border: 1px solid black; width: 100%; height: 20px;"></div> </div>																																																																																																													
Gender*																				<input type="checkbox"/> M-Male																				<input type="checkbox"/> F- Female																				<input type="checkbox"/> T-Transgender																																																	
Marital Status*																				<input type="checkbox"/> Married																				<input type="checkbox"/> Unmarried																				<input type="checkbox"/> Others																																																	
Citizenship*																				<input type="checkbox"/> IN- Indian																				<input type="checkbox"/> Others (ISO 3166 Country Code) <div style="border: 1px solid black; width: 20px; height: 15px;"></div>																																																																					
Residential Status*																				<input type="checkbox"/> Resident Individual																				<input type="checkbox"/> Non Resident Indian																																																																					
																				<input type="checkbox"/> Foreign National																				<input type="checkbox"/> Person of Indian Origin																																																																					
Occupation Type*																				<input type="checkbox"/> Private Sector																				<input type="checkbox"/> Public Sector																				<input type="checkbox"/> Government Service																																																	
(Please Tick any one and give brief details)																				<input type="checkbox"/> Professional																				<input type="checkbox"/> Self Employed																				<input type="checkbox"/> Retired																																																	
																				<input type="checkbox"/> Housewife																				<input type="checkbox"/> Student																				<input type="checkbox"/> B-Business																																																	
																				<input type="checkbox"/> X- Not Categorised (brief details) _____																																																																																									
<div style="float: right; text-align: center;"> </div>																																																																																																													
<div style="border: 1px solid black; padding: 5px;"> <div style="text-align: center; font-weight: bold; font-size: small;">PHOTO</div> <div style="text-align: center; margin-top: 20px;"> </div> <div style="text-align: center; font-size: x-small;">Please affix the recent passport size photograph (Size 3.5 cm X 4.5 cm)</div> </div>																																																																																																													
<div style="border: 1px solid black; width: 100%; height: 20px;"></div> <div style="text-align: right; font-size: x-small;">Signature / Thumb Impression</div>																																																																																																													
2. PROOF OF IDENTITY (PoI)*																																																																																																													
<i>(Certified copy of any one of the following Proof of Identity[PoI] needs to be submitted)</i>																																																																																																													
<input type="checkbox"/> A- Passport Number																				<div style="border: 1px solid black; width: 100%; height: 20px;"></div>																				Passport Expiry Date																																																																					
<input type="checkbox"/> B- Voter ID Card																				<div style="border: 1px solid black; width: 100%; height: 20px;"></div>																				<div style="border: 1px solid black; width: 100%; height: 20px;"></div>																																																																					
<input type="checkbox"/> C- PAN Card																				<div style="border: 1px solid black; width: 100%; height: 20px;"></div>																																																																																									
<input type="checkbox"/> D- Driving Licence																				<div style="border: 1px solid black; width: 100%; height: 20px;"></div>																				Exp. Date																																																																					
<input type="checkbox"/> E- UID (Aadhaar)																				<div style="border: 1px solid black; width: 100%; height: 20px;"></div>																				<div style="border: 1px solid black; width: 100%; height: 20px;"></div>																																																																					
<input type="checkbox"/> F- NREGA Job Card																				<div style="border: 1px solid black; width: 100%; height: 20px;"></div>																																																																																									
<input type="checkbox"/> Z- Others (any document notified by the central government)																				<div style="border: 1px solid black; width: 100%; height: 20px;"></div>																				Identification Number																																																																					
<input type="checkbox"/> S- Simplified Measures Account - Document Type code																				<div style="border: 1px solid black; width: 100%; height: 20px;"></div>										Identification Number																																																																															
																				<div style="border: 1px solid black; width: 100%; height: 20px;"></div>										<div style="border: 1px solid black; width: 100%; height: 20px;"></div>																																																																															
3. PROOF OF ADDRESS (PoA)*																																																																																																													
<input type="checkbox"/> 3.1 CURRENT / PERMANENT / OVERSEAS ADDRESS DETAILS																																																																																																													
<i>(Certified copy of any one of the following Proof of Address [PoA] needs to be submitted)</i>																																																																																																													
Address Type*																				<input type="checkbox"/> Residential / Business																				<input type="checkbox"/> Residential																				<input type="checkbox"/> Business										<input type="checkbox"/> Registered Office										<input type="checkbox"/> Unspecified																													
Proof of Address*																				<input type="checkbox"/> Voter Identity Card																				<input type="checkbox"/> Driving Licence																				<input type="checkbox"/> Passport																				<input type="checkbox"/> NREGA Job Card																				<input type="checkbox"/> UID (Aadhaar)									
																				<input type="checkbox"/> Others _____																																																																																									
Address* _____																																																																																																													
City / Town / Village* _____ District* _____ Pin / Post Code* <div style="border: 1px solid black; width: 100px; height: 20px;"></div>																																																																																																													
State / U.T* _____																				Code* <div style="border: 1px solid black; width: 20px; height: 15px;"></div>										Country* _____																				Country Code* <div style="border: 1px solid black; width: 20px; height: 15px;"></div> as per ISO 3166																																																											
<input type="checkbox"/> 3.2 CORRESPONDENCE / LOCAL ADDRESS DETAILS *																																																																																																													
<input type="checkbox"/> Same as Current / Permanent / Overseas Address details																																																																																																													
Address* _____																																																																																																													
City / Town / Village* _____ District* _____ Pin / Post Code* <div style="border: 1px solid black; width: 100px; height: 20px;"></div>																																																																																																													
State / U.T * _____																				Code* <div style="border: 1px solid black; width: 20px; height: 15px;"></div>										Country* _____																				Country Code* <div style="border: 1px solid black; width: 20px; height: 15px;"></div> as per ISO 3166																																																											

4. CONTACT DETAILS (All communications will be sent on provided Mobile no. / Email-ID)

Tel.(Off/Res)	<input type="text"/>	—	<input type="text"/>	Fax	<input type="text"/>	—	<input type="text"/>
Mobile	<input type="text"/>	—	<input type="text"/>	Mobile (2)	<input type="text"/>	—	<input type="text"/>
Email ID	<input type="text"/>						

5. FATCA / CRS Information

Do you satisfy any of the criteria mentioned below:-

	Yes	No
a. Citizen of any country other than India(dual/multiple) [including green card]		
b. Country of birth is any country other than India		
c. Tax resident of any country/ies other than India		
d. POA or a mandate holder who has an address outside India		
e. Address or telephone number outside India.		

If answer to any of the above questions is a YES or in case of NRI account .please fill the below details :-

Country#	Tax Identification Number	Identification Type(TIN or other*, please specify)
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

to also include USA, where the individual is a citizen/green card holder of USA

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

6. DETAILS OF RELATED PERSON (In case of additional related persons, please fill below details)☐ Addition of Related Person ☐ Deletion of Related PersonKYC Number of Related Person (If available*) Related Person Type ☐ Guardian of Minor ☐ Assignee ☐ Authorized RepresentativeName

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

Proof of Identity of Related Person

Identity Proof Submitted Number Exp. Date Other (any document notified by the Central Govt.) Identification No. Simplified Measures Account-Documents Type Code Identification No. **7. REMARKS (If any)****8. APPLICANT DECLARATION**

I hereby declare that the details furnished above are true and correct to the best of my knowledge and belief and I undertake to inform you of any changes therein, immediately. 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.

I hereby consent to receiving information from Central KYC Registry through SMS / Email on the above registered mobile number/email address.

Subject to applicable laws, I hereby give consent to share my FATCA/CRS information with domestic/overseas regulators or tax authorities wherever necessary. I also declare and confirm that the FATCA/CRS details given as per point no-5 above are true, correct & complete. I further confirm that I have read and understand the FATCA/CRS terms and conditions and hereby accept the same.

Date : Place : 

Signature / Thumb Impression of Applicant

FOR OFFICE USE ONLY

Details of Employee /AP/ Authorized Signatory	Documents Verified with Originals	Client Interviewed by & IN-Person Verification done by	DD / MM / YYYY NARNOLIA FINANCIAL ADVISORS LTD. (Code : IN 0344)
Name			
Designation/Code			
Date	DD / MM / YYYY	DD / MM / YYYY	
Signature			

Know Your Customer (KYC) Application Form

Non - Individual

PHOTOGRAPH

Please affix the recent passport size photograph of Authorised Signatory & sign across it (Size 3.5 cm x 4.5 cm)

UCC :- _____

Please fill this form in ENGLISH and in BLOCK LETTER.



A) IDENTITY DETAILS

1.	Name of the Applicant																												
2.	Date of Incorporation	DD		MM		YYYY																							
	Place of Incorporation																												
3.	Date of Commencement of Business	DD		MM		YYYY																							
4.	a. PAN																												
	b. Registration No. (e.g. CIN)																												
5.	Status (Please tick any one)	<input type="checkbox"/> Private Ltd. Co. <input type="checkbox"/> FI <input type="checkbox"/> HUF <input type="checkbox"/> Partnership <input type="checkbox"/> Government Body <input type="checkbox"/> Trust/Charities/NGO's <input type="checkbox"/> Public Ltd. Co. <input type="checkbox"/> FII <input type="checkbox"/> LLP <input type="checkbox"/> Society <input type="checkbox"/> Body of Individuals <input type="checkbox"/> Defense Establishment <input type="checkbox"/> Body Corporate <input type="checkbox"/> AOP <input type="checkbox"/> Bank <input type="checkbox"/> Others (please specify) _____																											

B) ADDRESS DETAILS

1.	Correspondence Address : _____
	City/Town/Village : _____ Pin Code : _____ State : _____ Country : _____
2.	Contact Details:
	Tel. (Off/Res) : _____ Fax : _____ Mobile : _____
	E-mail Id : _____
3.	Specify the proof of address submitted for correspondence address : _____
4.	Registered Address (if different from above.) : _____
	City/Town/Village : _____ Pin Code : _____ State : _____ Country : _____
3.	Specify the proof of address submitted for registered address : _____

C) OTHERS DETAILS

1.	Name, PAN, Residential Address and Photographs of Promoters / Partners / Karta / Trustees / Whole time directors and Authorised Signatory.	As per Annexure
2.	a. DIN of whole time directors b. Aadhar Number of Promoters/Partners/Karta	

D) DECLARATION

I/We hereby declare that the details furnished above are true and correct to the best of my/our knowledge and belief and I/we undertake to inform you of any change 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.



Signature of the Authorised Signatory(ies)

Date : DD-MM-YYYY

FOR OFFICE USE ONLY

<input type="checkbox"/> Originals verified and Self-Attested document copies received	
Name of the Authorised Signatory	
Date DD-MM-YYYY	
Place : Kolkata	
For Narnolia Financial Advisors Limited.	
Signature of the Authorised Signatory	

Details of Promoters/Partners/Karta/Trustees/Whole Time Directors and Authorised Signatory forming a part of Know Your Client (KYC) Application Form for Non-Individuals

Name of Applicant

PAN of the Applicant

Sr. No.	PAN	NAME	DIN (For Directors)/Aadhar Number (For Others)	Residential/Registered Address	Relationship with Application (i.e. promoters, partners, Karta, whole time director Authorised Signatory etc.	Photograph
1.						
2.						
3.						
4.						

Signature of the Authorised Signatory(ies)

Date :

ADDITIONAL DETAILS:				
1. Bank Account Detail				
	Account Type	<input type="checkbox"/> Savings <input type="checkbox"/> Current <input type="checkbox"/> Others _____		
	Bank Name	<div style="border: 1px solid black; height: 15px; width: 100%;"></div>		
	Bank Account No.	<div style="border: 1px solid black; height: 15px; width: 100%;"></div>		
	Bank Address	<div style="border: 1px solid black; height: 15px; width: 100%;"></div> <div style="border: 1px solid black; height: 15px; width: 100%;"></div>		
	9-Digit MICR Code	<div style="border: 1px solid black; height: 15px; width: 100%;"></div>	NEFT/RTGS/IFSC CODE	<div style="border: 1px solid black; height: 15px; width: 100%;"></div>
2. Depository Account Detail				
A. For Fund	DP ID	<div style="border: 1px solid black; height: 15px; width: 100%;"></div>	Client ID	<div style="border: 1px solid black; height: 15px; width: 100%;"></div>
	DP ID Name	<div style="border: 1px solid black; height: 15px; width: 100%;"></div>		
	DP Address	<div style="border: 1px solid black; height: 15px; width: 100%;"></div> <div style="border: 1px solid black; height: 15px; width: 100%;"></div>		
B. For Fund	DP ID	<div style="border: 1px solid black; height: 15px; width: 100%;"></div>	Client ID	<div style="border: 1px solid black; height: 15px; width: 100%;"></div>
	DP ID Name	<div style="border: 1px solid black; height: 15px; width: 100%;"></div>		
	DP Address	<div style="border: 1px solid black; height: 15px; width: 100%;"></div> <div style="border: 1px solid black; height: 15px; width: 100%;"></div>		
C. For Fund	DP ID	<div style="border: 1px solid black; height: 15px; width: 100%;"></div>	Client ID	<div style="border: 1px solid black; height: 15px; width: 100%;"></div>
	DP ID Name	<div style="border: 1px solid black; height: 15px; width: 100%;"></div>		
	DP Address	<div style="border: 1px solid black; height: 15px; width: 100%;"></div> <div style="border: 1px solid black; height: 15px; width: 100%;"></div>		
3. Investment and Payment Details				
	<input type="checkbox"/> By Cheque <input type="checkbox"/> In Securities <input type="checkbox"/> Both <input type="checkbox"/> RTGS/NEFT			
	Payment Details (Cheque) : Cheque to be in favour of "Narnolia Financial Advisors Limited.– <Portfolio Name>"			
		Strategy 1	Strategy 2	Strategy 3
	Portfolio Name	<div style="border: 1px solid black; height: 15px; width: 100%;"></div>	<div style="border: 1px solid black; height: 15px; width: 100%;"></div>	<div style="border: 1px solid black; height: 15px; width: 100%;"></div>
	Amount in Rs.	<div style="border: 1px solid black; height: 15px; width: 100%;"></div>	<div style="border: 1px solid black; height: 15px; width: 100%;"></div>	<div style="border: 1px solid black; height: 15px; width: 100%;"></div>
	Amount in Words	<div style="border: 1px solid black; height: 15px; width: 100%;"></div>	<div style="border: 1px solid black; height: 15px; width: 100%;"></div>	<div style="border: 1px solid black; height: 15px; width: 100%;"></div>
	Cheque No./ RTGS/NEFT	<div style="border: 1px solid black; height: 15px; width: 100%;"></div>	<div style="border: 1px solid black; height: 15px; width: 100%;"></div>	<div style="border: 1px solid black; height: 15px; width: 100%;"></div>
	Date	<div style="border: 1px solid black; height: 15px; width: 100%;"></div>	<div style="border: 1px solid black; height: 15px; width: 100%;"></div>	<div style="border: 1px solid black; height: 15px; width: 100%;"></div>
	Bank Name	<div style="border: 1px solid black; height: 15px; width: 100%;"></div>	<div style="border: 1px solid black; height: 15px; width: 100%;"></div>	<div style="border: 1px solid black; height: 15px; width: 100%;"></div>
	Branch	<div style="border: 1px solid black; height: 15px; width: 100%;"></div>	<div style="border: 1px solid black; height: 15px; width: 100%;"></div>	<div style="border: 1px solid black; height: 15px; width: 100%;"></div>

Payment Details (Securities) *** (Attach DP Instruction Slip for Verification)	
DP ID 	Beneficiary Account No
DP Name 	
Total No. of Scrips Transferred 	
Note : ➤ Please Select Portfolio Strategy from Disclosure Document ➤ Please fill the details of securities as per annexure1	
4. Income & Networth Details	
Gross Annual Income Details Below Rs. 1 lac Rs. 1 - 5 lac Rs. 5 - 10 lac Rs. 10 - 25 lac Rs. 25 lac - Rs. 1 Crore More than Rs. 1 Crore	
Network Amount (Rs.) As on date (Compulsory in Case of Non-Individual) (networth should not be older than 1 year)	
5. ADDITIONAL DETAILS	
I wish to avail Standard KYC documents in <input type="checkbox"/> Physical Form <input type="checkbox"/> Electronic Form	
6. Occupation (For Individual only)	
<div style="display: flex; flex-wrap: wrap;"> <div style="width: 50%;"><input type="checkbox"/> Business</div> <div style="width: 50%;"><input type="checkbox"/> Retired</div> <div style="width: 50%;"><input type="checkbox"/> Student</div> <div style="width: 50%;"><input type="checkbox"/> Self Employed</div> <div style="width: 50%;"><input type="checkbox"/> Housewife</div> <div style="width: 50%;"><input type="checkbox"/> Professional</div> <div style="width: 50%;"><input type="checkbox"/> Service (Pvt.)</div> <div style="width: 50%;"><input type="checkbox"/> Service(Govt.)</div> <div style="width: 50%;"><input type="checkbox"/> Others (Specify) </div> </div>	
7.(a) If Employed	
Name of the Employer Office Address City State PIN Country Tel Mobile Fax 	
7.(b) If Self Employed / Business / Professional / Others	
Name of the Establishment Nature of Business Industry Office Address City State PIN Country Tel Mobile Fax 	
8. Name of the Associate Concern (For Non-Individual only)	
(Like Subsidiaries, Group Companies, Partnership, LLP Concerns, etc.) A. B. 	
9. Please give details of any action taken by SEBI/Stock Exchange/any other authority for violation of securities laws /other economics offence	
<div style="border-bottom: 1px solid black; height: 20px; width: 100%;"></div> <div style="border-bottom: 1px solid black; height: 20px; width: 100%;"></div>	

10. Declaration & Signature(s)

I/We hereby declare that all the information and particulars given by me /us in this application are true to the best of my / our knowledge and belief. I/We agree to immediately inform you if there is any changes in any of the information given in this application or in the Annexure(s) to this application. I/We also declare and agree that if any of the above statement(s) are found to be incorrect or false or any information or particulars have been suppressed or omitted therefrom, you have right to terminate the Portfolio Management Service. I/We hereby submit that I/we will immediately inform NFAL in case I/we am/are convicted under any ground or any action is taken against me/us by any authority. I/We agree to keep you informed of any action taken by any regulatory authorities for violation of Securities / Economics Laws. I/We also agree to furnish such further information as you or SEBI may require from me/us from time to time and if I/we fail to give such information, you shall have right to terminate the Portfolio Management Services.

I/We wish to inform you that I/we have read and understood the contents of the Disclosure Document as specified in schedule V of the SEBI (Portfolio Managers) Regulation, 1993, alongwith certificate in Form C as specified in schedule I of the said Regulations. I/We confirm that the Portfolio Management Services Agreement, Fee schedule, Account Opening Form and Disclosure Document were received by me two days / more than two days prior to entering into the Portfolio Management Services Agreement.

Place _____

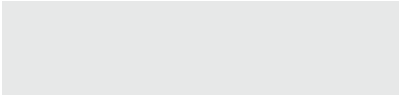
Date

D	D
---	---

M	M
---	---

Y	Y	Y	Y
---	---	---	---


**Signature of Sole/First Holder/
Authorised Signatory**


**Signature of Second Holder/
Authorised Signatory**


**Signature of Third Holder/
Authorised Signatory**

DISCRETIONARY PORTFOLIO MANAGEMENT SERVICES AGREEMENT

This Discretionary Portfolio Management Services Agreement (hereinafter referred to as "this Agreement") made and entered into at this _____ day of _____ 20____ between Mr./Mrs./ Messrs/ _____ resident/s of/ having principal place of business at / having its registered office at _____

(hereinafter referred to as "the Client" which expression shall unless the context otherwise requires, be deemed to include his/hers/its, successors, administrator, and executors) of the ONE PART.

AND

Narnolia Financial Advisors Limited, a limited company incorporated under the Companies Act, 1956 and having its Registered office at Marble Arch Building, 236 B, AJC Bose Road, Unit - 201, 2nd Floor, Kolkata - 700020, & Corporate and Correspondence office at 27 MIDC, 1st Floor, Marol MIDC, Andheri East, Mumbai - 400 093, (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, 1993, to carry on the business of portfolio management services vide Registration No. INP000006420

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 discretionary basis and to avail of portfolio management services provided by the Portfolio Manager in the manner more particularly set out herein.

C. The Portfolio Manager has made available to the Client a copy of the "Disclosure Document" and the Client having read and understood the contents of this document, has agreed to avail of the services of the Portfolio Manager in accordance with the terms and conditions set out in this Agreement.

1. DEFINITIONS

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

1.1 "Agreement" means this Discretionary Portfolio Management Services Agreement, as amended, modified, supplemented or restated from time to time together with all annexures, schedules and exhibits, if any.

1.2 "Applicable Laws" means any applicable Indian statute, law, ordinance, regulation including the SEBI Regulations, rule, order, by 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.

1.3 "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".

1.4 "Capital Commitment" means the aggregate amount agreed by the Client to be invested through the Portfolio Manager under this Agreement. The Client's Capital Commitment is set forth in Clause 4.1 of the Agreement.

1.5 "Capital Contribution" means the Initial Capital Contribution and any amount/s subsequently paid by the Client, pursuant to the issuance of Drawdown Notice/s from time to time.

1.6 "Commitment Period" means a period upto 1 year from the Portfolio Commencement Date, provided however that the Commitment Period may be extended by any additional period at the discretion of the Portfolio Manager, and the Client will be obligated to fund any remaining portion of their Capital Commitments through the Term of the Agreement to cover expenses and fees of the Portfolio Manager.

1.7 "Drawdown" means a Capital Contribution made by the Client pursuant to the

issuance of a Drawdown Notice.

1.8 "Drawdown Notice" means a notice in the form prescribed under this Agreement (Annexure F) issued to the Client calling upon the Client to make Capital Contribution out of the amount of its Unfunded Commitment/s and/or for payment of the amounts referred to in Clause 1.6.

1.9 "Drawdown Date" means the date not being later than 30 calendar days from the date of issue of the Drawdown Notice.

1.10 "Disclosure Document" means the Disclosure Document filed by the Portfolio Manager with SEBI as required under the SEBI Regulations and as may be amended by the Portfolio Manager from time to time.

1.11 "Eligible Investors" means individuals, bodies corporate, partnership firms, trusts, societies, association of persons, limited liability partnership 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 "Entry Fee" shall mean a fee payable by the Client on the execution of this Agreement in accordance with Annexure A of the Agreement.

1.13 "Fair Market Value" means the valuation determined by an agency appointed by the Portfolio Manager, which may include a reputable chartered accountant or other consultants.

1.14 "Initial Capital Contribution" means that portion of the Capital Commitment payable by the Client simultaneous upon execution of this Agreement, subject to a minimum of Indian Rupees 50,00,000 (INR Fifty Lakhs only) or such other higher amount as may be specified by the Portfolio Manager

1.15 "Interim Disbursement" shall have the meaning prescribed under Clause 18.6.1 of the Agreement.

1.16 "Management Fee" means the fees payable to the Portfolio Manager in accordance with Annexure A.

1.17 "Net Realized Value" means the net value realized of the Securities held in the Client Portfolio pursuant to any sale, transfer, redemption, buy-back 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.

1.18 "Non-Resident Indian" or "NRI" means a person resident outside of India who is a citizen of India or is a Person of Indian Origin.

1.19 "Parties" or "Party" means the parties/party(as the case may be) to this Agreement which shall include its/their successors and legal heirs.

1.20 "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.

1.21 "Person of Indian Origin" means a citizen of any country other than Bangladesh or Pakistan, if:

1.21.1 he/she at any time held an Indian passport; or

1.21.2 he/she or either of his/her parents or any of his/her grand-parents was a

NFAL Signatory

Signature of Sole/First Holder/
Authorised Signatory

Signature of Second Holder/
Authorised Signatory

Signature of Third Holder/
Authorised Signatory

citizen of India by virtue of the Constitution of India or the Citizenship Act, 1955 (57 of 1955); or

1.21.3 the person is a spouse of an Indian citizen or a person referred to in sub-clause (1.21.1) or (1.21.2) above.

1.22 "Portfolio" or "Client Portfolio" shall mean the total holding of all investments, Securities and funds belonging to the Client in accordance with this Agreement.

1.23 "Portfolio Commencement Date" means the closing date for payment of the Initial Capital Contribution as determined by the Portfolio Manager.

1.24 "Portfolio Entity" means companies, enterprises, entities, bodies corporate, venture capital funds, trusts, limited liability partnerships, partnership firms or any other entities in the Securities of which the monies of the Portfolio are invested subject to Applicable Laws.

1.25 "Portfolio Investments" means investments in Securities of one or more Portfolio Entity/ies made by the Portfolio Manager on behalf of the clients under the PMS from time to time.

1.26 "PMS" shall mean the discretionary service platform provided by the Portfolio Manager in accordance with the terms and conditions set out in the agreement entered with the Client and in accordance with the terms of the Disclosure Document.

1.27 "Securities" for the purpose of the Agreement shall mean and include securities/instruments of Portfolio Entities including equity shares, quasi equity shares, preference shares, debentures (whether convertible or non-convertible and whether secured or unsecured and whether listed or unlisted), convertible securities, depository receipts, bonds, secured premium notes, government securities, pass-through certificates, treasury bills, units, derivatives, equity linked products, debt, hybrid debt products, mortgage-backed securities, commercial debt papers, notes, units of a trust, units or any other instrument issued under a mutual fund scheme, units of a domestic venture capital fund and any other instrument falling within the definition of 'security' under section 2(h) of the Securities Contract (Regulation) Act, 1956.

1.28 "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.

1.29 "SEBI Regulations" shall mean the Securities and Exchange Board of India (Portfolio Managers) Regulations, 1993 as amended and modified from time to time and including any circulars/notifications issued pursuant thereto.

1.30 "Term" shall mean the term of this Agreement as provided to it in Clause 13 hereunder.

1.31 "Termination Fee" means the termination fee as prescribed in Annexure A hereto, payable in accordance with Clause 18.2 hereunder.

1.32 "Unfunded Commitments" means the Capital Commitment as reduced by the Capital Contribution, which shall be increased to the extent of any payments such as overdue interest or charges on account of delayed payments by the Client or other receivables as may be determined by the Portfolio Manager.

2. APPOINTMENT OF THE PORTFOLIO MANAGER

The Client hereby appoints Narnolia Financial Advisors Limited as its Portfolio Manager to provide the portfolio management services, subject to the investment guidelines and terms and conditions herein contained and Narnolia Financial Advisors Limited, hereby accepts such appointment and agrees to assume the rights, obligations, responsibilities and duties set forth herein.

3. SCOPE

3.1 The Portfolio Manager will manage the Portfolio as per the investment objectives and restrictions, if any, stated in this Agreement as well as in accordance with the SEBI Regulations, as amended from time to time and in accordance with Applicable Laws. Subject to such objectives and restrictions, the Portfolio Manager, will have complete discretion (including without prior reference, intimation or discussions with the Client) to buy, sell, retain, exchange or otherwise deal in any Securities and investments, place deposits, subscribe to issues, effect transactions in any markets, take day to day decisions in respect of the funds of the Client and otherwise act as the Portfolio Manager judges appropriate in relation to the management of the Portfolio. 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 and as an agent with regard to the Client's Portfolio.

4. CLIENT PARTICIPATION

4.1 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 Commitment is an aggregate amount of Rs. (Rupees only) to be invested through the Portfolio Manager. [The Capital Commitment may be increased by the Client in its discretion during the Term of the Agreement, details of which will be specified in a separate annexure to this Agreement, as mutually agreed between the Portfolio Manager and the Client]. Such additional Capital Commitment and Capital Contribution/s pursuant thereto shall be solely governed in terms of this Agreement, including but not limited to the provisions pertaining to the fees/charges and expenses.]

4.2 The Portfolio Manager will make the Drawdown/s pursuant to issuance of Drawdown Notice/s in accordance with the Agreement. The first Drawdown (Initial Capital Contribution) would be at least Rs. 50,00,000 (or any other minimum amount prescribed under the SEBI Regulations). The Drawdown of remaining Capital Commitment (post the first Drawdown done in the manner stated above) shall be done at the discretion of the Portfolio Manager by issuance of such Drawdown Notice/s during the Commitment Period as the Portfolio Manager deems fit.

The permissible costs/fees/expenses would be paid from the Capital Contributions, post which the Portfolio Manager will invest the funds in terms of the Agreement.

4.3 The Portfolio Manager shall give the Client a Drawdown Notice in accordance with this Agreement (Notice Clause), at least 30 calendar days in advance of the date on which the Capital Contribution shall be required to be made.

4.4 The Client shall have executed a valid, irrevocable power of attorney (in the form prescribed under this Agreement) in favour of the Portfolio Manager and/or its authorized representatives to enable the Portfolio Manager to provide discretionary portfolio management services under this Agreement.

4.5 The Client warrants that he/she has not been prohibited by SEBI, Reserve Bank of India or any other authority from investing in Securities and no investigation or similar proceedings are pending in relation to the Client's existing investments in Securities.

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 behalf. The Client may, at its own cost, obtain advice from tax consultants of the Portfolio Manager, entirely at Client's risk as to cost and consequences.

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 raise monies from 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 of Portfolio Entity/ies. 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.

The Portfolio Manager shall hold listed/unlisted Securities in the name of the Client as per the Applicable Law or in such other manner as may be permitted by law 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

NFAL Signatory

Signature of Sole/First Holder/
Authorised Signatory

Signature of Second Holder/
Authorised Signatory

Signature of Third Holder/
Authorised Signatory

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.

4.9 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, it shall be the duty of the Client to keep the Portfolio Manager duly informed of the 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 or a trust, the Client shall advise in writing of any change that may take place in the partnership firm/trust, and all the present partners/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.

4.10 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 under the PMS, and the Client is able to bear the economic risk of such investment.

4.11 The Client warrants that at all times it shall comply with the Applicable Laws, rules, statutes, enactments, orders and regulations, guidelines and codes of practice/conduct (as may have been amended or may be amended from time to time in the future) (collectively "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.

4.12 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.

4.13 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 without the prior written approval of the Portfolio Manager.

4.14 The Client shall disclose in writing its 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, 1992.

4.15 If the Client is an individual, the Client may, by executing the Nomination Form attached hereto as Annexure D, nominate any one or more individuals to receive all proceeds that have accrued on his Portfolio upon his / her death, subject to the submission of requisite documents to the Portfolio Manager and completion of certain necessary formalities as may be required from the nominee/s 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 one or more nominees. 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 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 has been provided in Clause 18.5 of the Agreement.

4.15.1 In case of death 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 liability 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 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/PAN; and
- (e) Indemnity Bond.

4.15.2 Notwithstanding anything stated above in Clause 4.15 and subject to Applicable Law, in case of death of the Client who has appointed nominee/s, the Agreement may continue in favour of such nominee/s if mutually agreed between the Portfolio Manager and the nominee/s, pursuant to which the nominee/s 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/s to execute such documents as may be necessary for the purpose of giving effect to this provision.

4.15.3 Transfer / payment of the Client Portfolio to the nominee/s 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's Portfolio.

4.16 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 agree 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 the Agreement by the Client and make it subject to charge of Termination Fee as provided in clause 18.2 below.

4.17 In the event of termination of Agreement upon change of residential status of the Client as per clause 4.16 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 18 below as soon as practicable from the date of written intimation by the Client of change of the residential status to the Portfolio Manager.

4.18 The Client hereby authorizes the Portfolio Manager to lend securities held and/or borrow funds or securities on behalf of the Client in accordance with the provisions of Securities Lending Scheme, 1997 as specified and amended by SEBI.

4.19 Additional Terms And Conditions Applicable To Non Resident Indian (NRI) : In the event of the Client being an NRI, 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 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 any change in the status of the Client, 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

NFAL Signatory

**Signature of Sole/First Holder/
Authorised Signatory**

**Signature of Second Holder/
Authorised Signatory**

**Signature of Third Holder/
Authorised Signatory**

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 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 holdings in the relevant company exceeding permissible limits).

4.19.8 Without prejudice to the other provisions contained herein above, 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 AND RESTRICTIONS

5.1 The investment objective of the Portfolio Manager under its PMS is to provide superior and consistent risk adjusted returns for the Client. The Portfolio Manager may invest in listed, unlisted equity and debt Securities/products, fixed income products/instruments, mutual fund units, exchange traded fund/s, structured product/s, units/shares of a private equity fund/venture capital fund/alternative investment fund and any other permissible Securities/instruments/products in which the Portfolio Manager can invest as per Applicable Laws including the SEBI Regulations. The Portfolio Manager would seek to generate capital appreciation as well as returns on Client's capital by such investments.

5.2 The Portfolio Manager shall have the sole and absolute discretion to invest the Capital Contribution in accordance with this Agreement and make changes to the investment pattern and/or invest all or some of the Capital Contribution in a manner that it deems fit.

5.3 The Portfolio Manager may exercise voting rights, if any, and such other rights in relation to any Securities held on behalf of or invested with the Capital Contribution, in its absolute discretion, but subject to Applicable Laws.

5.4 Any decision of the Portfolio Manager (taken in good faith) in deployment of the Client Portfolio is absolute and final and cannot be called in question or be open to review at any time during the currency of the Agreement or any time thereafter except on the grounds of intentional malafide, fraud, conflict of interest or gross negligence.

5.5 The Portfolio Manager, in its absolute discretion, 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, in its absolute discretion, 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, in its sole discretion 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's Portfolio. The powers exercised by the Portfolio Manager as above shall be final, binding and irrevocable on the Client and the Client shall be deemed to have approved/ratified any such investment and related activities or deeds that the Portfolio Manager may undertake from time to time.

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's Portfolio shall be received by the Portfolio Manager in the name of the Client or in its own name only if so permitted by Applicable Law but would in any 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 badla finance.

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 of the Client's Portfolio, would be to the account of and belong solely to the Client. Subject to the aforesaid, the Portfolio Manager, may from time to time:

(i) purchase or sell Securities inter se among its clients;

(ii) have business relationship with Portfolio Entity/ies whose Securities are held, purchased or sold for the Client's account and may be separately compensated for carrying on such other business activity by the Portfolio Entity/ies;

(iii) purchase, hold and sell for the Client's account any Securities that may have been held or acquired by it or by its clients with whom it has business relationships subject to the provisions of Clause (ii) herein above.

5.10 The Portfolio Manager may keep the funds of the Client in a separate bank account segregated from the accounts of Portfolio Manager's other clients or, at its discretion, along with the funds of other clients in the PMS, 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 shall be free to deploy idle cash balances of the Client, which may arise from time to time, in bank deposits, liquid or money market mutual fund schemes, Bills, or short dated debt Securities. 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 In the management of the Portfolio, the Portfolio Manager, may in its sole discretion, apply for, subscribe, obtain, buy, accept, acquire, endorse, transfer, redeem, renew, exchange, dispose, sell or otherwise deal with the Securities and generally manage, convert and vary the investments of the Portfolio in such manner as the Portfolio Manager in its absolute discretion deems fit.

6. CAPITAL COMMITMENT AND REINVESTMENT

6.1 The Client agrees to invest an aggregate amount as specified in this Agreement/Application Form as being the Capital Commitment. The investment of the Client shall be subject to the Fees as specified in Annexure A hereto.

6.2 Simultaneously upon the execution of this Agreement, the Client shall pay to the Portfolio Manager, the Initial Capital Contribution. If the Initial Capital Contribution is paid before the Portfolio Commencement Date, the Portfolio Manager shall be entitled but not obligated to invest the same in bank deposits, liquid or money market mutual fund schemes, bills or short dated debt securities and short term debt funds, 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 Portfolio Manager after receipt of the Initial Capital Contribution from the Client, may at quarterly intervals from the Portfolio Commencement Date issue Drawdown Notice/s to the Client for payment of ___% of the Unfunded Commitment on each Drawdown. Upon receipt of such Drawdown Notice(s), the Client shall forthwith, and in any case on or prior to the Drawdown Date ensure that the entire sum is credited to the account maintained by the Portfolio Managers mentioned in the Drawdown Notice without any deduction whatsoever. The Drawdown Notice may be sent under registered post/courier/e-mail or such other mode that the Portfolio Manager, may deem fit, at the last known address of the Client.

6.4 The number of applicants in a joint application shall not exceed two (2). In case of joint Clients (who are individuals), all shall be jointly and severally liable for payment of Capital Contribution. All joint Clients agree that though the Drawdown Notice will be issued by the Portfolio Manager only to the name and address of the first holder they will be jointly and severally liable for payment within the Drawdown Dates and for payment of overdue interest and in case of any ultimate foreclosure due to non-payment, they cannot absolve themselves of joint liability merely on account of the Drawdown Notice being issued to the first holder and hence will be bound by the acts of the first holder and therefore agree that they cannot and will not raise any claims against the Portfolio Manager in the event of forfeiture.

6.4.1 In the event an account has more than 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 the Agreement. The Portfolio Manager shall have no

NFAL Signatory

Signature of Sole/First Holder/
Authorised Signatory

Signature of Second Holder/
Authorised Signatory

Signature of Third Holder/
Authorised Signatory

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 subject to the terms of this Agreement.

7. PROVISIONS IN CASE OF DEFAULT

7.1 In the event the Client fails to pay any portion of its Capital Commitment pursuant to a Drawdown Notice issued by the Portfolio Manager within 30 calendar days from the date of the Drawdown Notice, the Portfolio Manager may at its discretion take any or all of the following actions to the extent permissible under the law:

- (a) Charge interest on the amount of default at a rate equal to 1% per month compounded monthly of the amount of default (computed from the date of such default) or such other lesser rate as determined at its sole discretion by the Portfolio Manager (such default amount plus interest being the "Default Amount") and offset the amounts, otherwise distributable to such Client, against the Default Amount;
- (b) Suspend any right of the Client to make further investments. Provided however, the Client shall remain fully liable to the Portfolio Manager and to the creditors of the Portfolio, if any, to the extent permitted by law, for the amount payable by the Client as if such default had not occurred;
- (c) Not allocate any items of income to the Client provided however, those costs incurred in obtaining legal and other remedies pursuant to such default shall be recovered from the Client;
- (d) Sell the Portfolio to other non-defaulting clients and / or to any third parties;
- (e) Forfeit without compensation, all sums paid by the Client under this Agreement. Upon such forfeiture being effected, the Client shall cease to be entitled to any rights (including the right to demand refund of its Capital Contribution) in respect of its investments under the PMS;
- (f) Take any enforcement action.

7.2 The Client agrees to remain liable for all Unfunded Commitments in addition to the interest and charges already levied on him and confirms that the Portfolio Manager may choose to enforce specific performance of the obligations of the Client hereunder, if and when deemed necessary by the Portfolio Manager.

7.3 The Client agrees that in addition to the liability for payment of Default Amount, he shall be liable to pay the Portfolio Manager all costs and expenses incurred by the Portfolio Manager in pursuing any remedies against the Client including those incurred in recovery of the Default Amount.

7.4 It is clarified that, in the event the Client defaults in payment of any portion of the Capital Commitment and eventually the Portfolio Manager or the Client terminates the Agreement then, in addition to the consequences provided in this Clause 7 herein above, the Client shall also be subject to the consequences of termination as provided in Clause 18. However, it is further clarified that with respect to Client's liability towards any default charges, Termination Fee and any other outstanding charges under the Agreement, the Portfolio Manager shall not charge/recover an amount exceeding the amount of Capital Contribution paid by the Client under the Agreement.

8. NO WARRANTY

8.1 The Portfolio Manager does not provide any warranty (express or implied) as to the appreciation in the value of the Securities in which the Client's funds are invested by the Portfolio Manager or as to the return on such Securities. 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.

8.2 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 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.

9. FEES AND CHARGES

9.1 The Portfolio Manager shall receive remuneration/fee for services rendered to the Client under this Agreement, as stated in Annexure A.

9.2 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 daily average assets under management as stated in Annexure A.

9.3 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.

9.4 The Portfolio Manager will charge Entry Fee in accordance with Annexure A. The Portfolio Manager shall also be entitled to a Termination Fee in accordance with Annexure A.

9.5 The Client hereby grants its consent to the fees and charges as specified in Annexure A and elsewhere in the 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.

9.6 Billing will be at the frequency stated in Annexure A.

9.7 Without prejudice to what is stated above, the Client shall reimburse the Portfolio Manager towards the following charges/expenses:

- (a) Expenses in making investments, monitoring and disinvestment of Portfolio Investments;
- (b) Transaction expenses including but not limited to search fees, prospecting expenses, statutory fees, documentation charges, brokerage and sub-brokerage fees, statutory levies, stamp duty, registration charges, commissions, charges for transactions in Securities, custodial 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.;
- (c) Portfolio Entity management costs;
- (d) Due diligence expenses in connection with the Portfolio Investments;
- (e) Legal and statutory expenses including litigation expenses, if any, in relation to the Portfolio;
- (f) Statutory taxes and levies, if any, payable in connection with the Portfolio;
- (g) Valuation expenses, valuer fees, audit fees, levies and charges;
- (h) 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.

10. POWERS, DUTIES AND OBLIGATIONS OF THE PORTFOLIO MANAGER

10.1 The Portfolio Manager shall invest the Client's Capital Contribution in accordance with the SEBI Regulations, Securities Exchange Board of India, Act 1992 and the rules, regulations, guidelines issued under it, as may be amended from time to time and in accordance with the terms and conditions of this Agreement and Applicable Laws.

10.2 The Portfolio Manager shall act in a fiduciary capacity with regard to the Client's assets.

10.3 The Portfolio Manager will hold Securities in a separate depository account opened for the purpose of portfolio management services. The custodian (if any)/Portfolio Manager shall follow up all entitlements such as bonus, rights, dividends etc on behalf of the Client to the extent permissible under law. The Portfolio Manager shall not invest and / or divest and/or deal in the Client's funds based on price sensitive classified information.

10.4 The Portfolio Manager shall observe a high standard of integrity and fair dealing in all transactions involving the Client's funds.

10.5 The Portfolio Manager and / or any of its officers, directors, employees or associates shall not derive any benefit, whether direct or indirect, from the Client's Portfolio.

10.6 The Portfolio Manager shall not borrow funds and/or Securities on behalf of the Client unless undertaken in the manner provided in this Agreement and in accordance with Securities Lending Scheme, 1997 as specified and amended by SEBI.

10.7 The Portfolio Manager shall exercise due care and diligence in rendering service to prevent the possibility of loss of capital under this Agreement. 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.

10.8 The Portfolio Manager will take best efforts to safeguard the Client's interest with

NFAL Signatory

Signature of Sole/First Holder/
Authorised Signatory

Signature of Second Holder/
Authorised Signatory

Signature of Third Holder/
Authorised Signatory

regard to dealing with capital market intermediaries such as brokers, custodians, bankers etc. Any contract or understanding arrived at by the Portfolio Manager with any such intermediary shall be strictly on behalf of the Client, and the Portfolio Manager shall not be responsible for the due performance of the contract or understanding by the intermediary.

10.9 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.

10.10 The Portfolio Manager shall be entitled to operate one or more bank accounts, demat accounts and constituent SGL 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, if any, 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.

10.11 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.

10.12 The Portfolio Manager may appoint one or more custodians, for carrying out custodial services in relation to the funds / Portfolio managed by the Portfolio Manager under this Agreement.

10.13 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.

11. CONFLICT OF INTEREST

The Client understands and acknowledges that the Portfolio Manager and its affiliates are engaged in a broad spectrum of activities in the portfolio management and financial services sectors. 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.

12. PREVENTION OF MONEY LAUNDERING

12.1 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.

12.2 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, Prevention of Corruption Act, 1988 and/or any other Applicable Law in force and also enacted by the Government of India from time to time or any rules, regulations, notifications or directions issued thereunder.

12.3 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 Law and/or SEBI circulars / guidelines issued from time to time.

12.4 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 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 and/or such other documents or produce such information as may be required from time to time for verification of the personal details of the Client including inter alia identity, residential address(es), occupation and financial information by the Portfolio Manager.

12.5 The KYC requirements shall also be applicable for all joint holders, legal representatives, legal heirs, estates, nominees 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 nominees/legal heirs on the death of the Client. In case of minor Client, KYC documentation requirements shall be complied by the Client on attaining the "major" status.

13. TERM

13.1 This Agreement shall continue to subsist until terminated by the Client and/or the Portfolio Manager in accordance with Clause 18 of this Agreement.

14. REGISTRATION, TRANSFER AND CUSTODY

14.1 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.

14.2 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 applicable SEBI Regulations and other Applicable Laws.

14.3 Subject to Applicable Laws, the Portfolio Manager shall not be liable for any negligence or lapse of the custodian (if any) 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.

15. ACCOUNT AND RETURNS

15.1 The Portfolio Manager shall maintain a separate designated back office account for the Client. The details of the Capital Contributions received, investments and/or disinvestments 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.

15.2 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's funds or even as regards preservation of capital.

15.3 The Portfolio Manager shall furnish a statement of account to the Client in accordance with the SEBI Regulations and as and when required by the client and as may be required under Clause 15.6 hereunder. The Portfolio Manager may make necessary arrangements for the viewing of these reports by the Client on the Portfolio Manager's website.

15.4 The statement of account shall accurately reflect the affairs of the Client's funds as per Clause 15.1 here in above. It shall include the composition of the Portfolio including a list of Securities held, quantity and current market value of each Security held in the Portfolio, cash balance and the aggregate value of the Portfolio, as on the date of the report. The statement of account shall include the valuation report which shall provide the valuation of the Securities as on the date of the report, for which purpose the Securities shall be valued at market price / fair value.

15.5 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.

15.6 The Portfolio Manager, shall within reasonable time, on receipt of each drawdown of Capital Commitment from the Client, issue to the Client, a statement of account or such other document evidencing such receipt, as the Portfolio Manager may deem fit.

15.7 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, at least two days prior to the execution of the Agreement hereof.

15.8 The Client shall be entitled to inspect the Client's account, books and accounts of the Portfolio Manager relating to its transactions, which the Portfolio Manager maintains and which relate to this Agreement, after giving a reasonable advance notice, in writing.

15.9 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

NFAL Signatory

Signature of Sole/First Holder/
Authorised Signatory

Signature of Second Holder/
Authorised Signatory

Signature of Third Holder/
Authorised Signatory

the Portfolio, as maybe requested by the Client;

15.10 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.

16. RISKS AND LOSSES

16.1 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.

16.2 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's Portfolio thereto.

16.3 The Client shall not question any of the acts, deeds, omissions or commissions or things done or performed by the Portfolio Manager under good faith under this Agreement and the Portfolio Manager shall fulfill its duties and obligation, at its absolute discretion, without interference from the Client, their attorney(s) or authorised agent(s).

16.4 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.

16.5 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, policy changes of local / international markets and such events which are beyond the reasonable control of the Portfolio Manager. Any policy change / technology updation / obsolescence of technology would affect the investments made by the Portfolio Manager.

16.6 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 of 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 the Disclosure Document, and confirms that they have sought and obtained independent investment and tax advice.

16.7 The Client agrees that investments in Securities involve certain considerations and significant risks. Accordingly before deciding to avail of 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 the Disclosure Document, and confirms that they have sought and obtained independent investment and tax advice.

16.8 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 Annexure C hereto.

17. LIQUIDITY AND TRANSFER

17.1 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.

17.2 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.

17.3 The Portfolio Manager shall be entitled to deduct any amounts due from the Client before considering an application for transfer by the Client. The Portfolio Manager reserves its right to recover, at its discretion from the proposed transferee of the Portfolio, any undischarged Capital Commitment or charges not recovered from the Client.

17.4 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.

18. TERMINATION, PARTIAL WITHDRAWAL & REPAYMENT

18.1 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 of minimum 60 days in writing by the Client to the Portfolio Manager;

(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 calendar 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 the 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, any act of Government, policy changes which affect capital markets, policy change/technology updation /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 Clause 18.1 (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, insolvency, dissolution or winding up of the Client during the currency of the 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 the 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 18.1 (v) above and subject to Applicable Law, in case of death of the Client who has appointed nominee/s, the Agreement may continue in favour of such nominee/s as mutually agreed between the Portfolio Manager and the nominee/s, as provided for under Clause 4.12.2 of the Agreement and subject to Applicable Law.

18.1.1 Subject to the terms of this Agreement and the SEBI Regulations, the Client may partially withdraw funds/Portfolio by giving a minimum 60 days advance notice in writing to the Portfolio Manager. Such withdrawal shall be subject to the provisions of this Agreement.

18.2 The Client agrees that any termination of the Agreement and/or withdrawal of

NFAL Signatory

Signature of Sole/First Holder/
Authorised Signatory

Signature of Second Holder/
Authorised Signatory

Signature of Third Holder/
Authorised Signatory

any amount/s by the Client (except on expiry of the Term and/or in the circumstances laid down under Clause 18.1 (iii) or under Clause 18.1 (iv) above), such termination/withdrawal would be subject to a Termination Fee to be charged by the Portfolio Manager as specified in Annexure A of this Agreement. It is further clarified that (i) if the Client does not continue to remain an Eligible Investor during the Term of this Agreement as contemplated in Clause 4.16 of the Agreement or (ii) the Client defaults in payment of any portion of the Capital Commitment and eventually the Portfolio Manager or the Client terminates the Agreement; then occurrence of any such events shall amount to voluntary termination of the Agreement by the Client and subject to payment of Termination Fee.

18.3 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.

18.4 Notwithstanding termination of the Agreement as provided in Clause 18.1 above, the Client will be obligated to fund any remaining portion of its Capital Commitment through the Term of the Portfolio (i) to cover fees of the Portfolio Manager, and (ii) to make investments as to which the Portfolio Manager has made a binding commitment on or before the end of the Commitment Period.

18.5 In the event the Client's account with the Portfolio Manager is held jointly by two or more persons (but not exceeding three), the account shall be terminated as above only upon the death/ insolvency of all the joint account holders of that Client account. Provided further that, in case of death / 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 of all the holders, by the nominee and in the event of death 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 the Agreement, the Portfolio Manager shall be entitled to deal with the Portfolio upon the occurrence of death or insolvency of the Client in accordance with such advice as may be received by the Portfolio Manager and as per Applicable Law.

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

18.6 Repayment

18.6.1 The Portfolio Manager may, at its sole discretion, or on a request by the Client (in case of partial withdrawal of funds/Portfolio), choose to effect interim disbursements of amounts to the Client by selling a part of the Portfolio Investments ("Interim Disbursements"). The Portfolio Manager may at its sole discretion, also effect Interim Disbursements of dividend or interest accrued and realized in respect of the Client Portfolio, from time to time.

18.6.2 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 soon as possible arrange to deposit in the designated bank account the Net Realized Value (or the Net Realized Value of the partially withdrawn Portfolio, as the case may be), subject to the Client fulfilling all its obligations under the Agreement. 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.

18.6.3 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.

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

18.6.5 The Client hereby agrees and understands that any early termination of the 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.

18.6.6 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.

18.7 In the event that this Agreement is terminated for any of the reasons stated in the 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.

18.8 The Portfolio Manager on termination, by disbursement through payment or otherwise, as provided herein above, 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.

18.9 On termination, the Portfolio Manager shall also give a detailed valuation report and statement of account to the Client reflecting the affairs of the Client as of the termination date, as per Clause 15 hereof.

18.10 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.

18.11 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.

19. 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.

20. 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.

21. 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 investment advisor, 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

NFAL Signatory

Signature of Sole/First Holder/
Authorised Signatory

Signature of Second Holder/
Authorised Signatory

Signature of Third Holder/
Authorised Signatory

omitted or suffered in reliance upon such advice or information.

22. LIMITATION OF CLIENT'S RIGHTS AND OBLIGATIONS

22.1 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.

22.2 The liabilities of the Client arising out of this Agreement shall be limited to the extent of the investments made under this Agreement.

23. INDEMNITY TO PORTFOLIO MANAGER

23.1 Without prejudice to the right of indemnity available to the Portfolio Manager under any law, the Portfolio Manager its directors, officers, agents, affiliates, advisors, associate companies, group companies, delegates of the Portfolio Manager and every person appointed by the Portfolio Manager ("Indemnified Parties") shall be entitled to be indemnified out of the Client's Portfolio 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 and discretions 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.

23.2 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, misdelivery 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.

23.3 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, GST 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.

23.4 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.

24. 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 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 the Agreement etc., these would be compulsorily carried out by the Parties and the Client would agree to be bound by such requisite changes.

25. ASSIGNMENT

25.1 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.

25.2 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.

26. NOTICE, INSTRUCTIONS AND COMMUNICATIONS

26.1 Notice

26.1.1 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 telefacsimile or other similar facsimile transmission, or (c) sent by registered mail; to the addresses of the Parties as provided.

26.1.2 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; and (c) if sent by registered or certified mail, be deemed given when received. 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.

26.2 Instructions.

26.2.1 The Portfolio Manager may rely and act 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.

26.3 Communications.

26.3.1 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. 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 advise Portfolio Manager to make the delivery through alternative means. Failure to advise the Portfolio Manager of such difficulty within 24 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.

26.3.2 The Client shall ensure the Portfolio Manager is forthwith intimated about any changes in Client's e-mail address.

26.3.3 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.

27. 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 here from; 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. And 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

NFAL Signatory

Signature of Sole/First Holder/
Authorised Signatory

Signature of Second Holder/
Authorised Signatory

Signature of Third Holder/
Authorised Signatory

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.

28. 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.

29. 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.

30. GRIEVANCE REDRESSAL & DISPUTE SETTLEMENT MECHANISM

30.1 This Agreement is subject to the rules and regulations as are or may be framed/issued by the Central Government, the Reserve Bank of India (RBI), SEBI and/or any other statutory /or competent authority, from time to time.

30.2 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. 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 30.3 below.

30.3 Dispute Settlement –Without prejudice to Clause 30.2 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 arbitration shall be before 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 Kolkata and the language of the

arbitration shall be English.

31. GOVERNING LAW AND JURISDICTION

The Agreement shall be governed by the laws of India. The Courts of Kolkata shall have exclusive jurisdiction to adjudicate upon the claims of the parties.

32. CONFIDENTIALITY

32.1 Each Party agrees that any information obtained by such Party (the "Receiving Party") which is, or would reasonably be perceived to be, proprietary to any 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 (i) 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.

32.2 Notwithstanding Clause 32.1 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 law.




33. 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.

34. 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.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the day and year first above written.

Sole / First Holder	
Name _____	
Signature 	
Second Holder	Third Holder
Signature 	Signature 
Name _____	Name _____
Witness I	Witness II
Signature _____	Signature _____
Name _____	Name _____
Full Address _____	Full Address _____

For Narnolia Financial Advisors Limited.

Accepted for and on behalf of NFAL : _____ Signature of the Authorised Signatory

Signed for and on behalf of NFAL Narnolia Financial Advisors Limited (PMS) in acceptance in Kolkata.

POWER OF ATTORNEY

To All to whom these presents shall come (in case of individual client, Mr./Ms. _____
(Sole / first applicant) Son/daughter/wife of _____ Resident of _____

and Mr./Ms. _____ (Second applicant) Son/daughter/wife of _____ Resident of _____

Or (In case of non-individual client) We, /Ms. _____ A sole proprietary concern /
a partnership firm / a HUF / a trust / a body corporate, executed through Mr. / Ms. _____
_____ (Partners in case of partnership firm / Karta in case of HUF / trustee (s) in the case of a trust) having its
Correspondance / registered office at _____ (hereinafter referred to as "the Client").

SEND GREETINGS:

WHEREAS Narnolia Financial Advisors Limited, a Company incorporated under the Companies Act. 1956 and having its Registered office at Marble Arch Building, 236 B, AJC Bose Road, Unit - 201, 2nd Floor, Kolkata - 700020, & Corporate and Correspondence office at 27 MIDC, 1st Floor, Marol MIDC, Andheri East, Mumbai - 400 093, (hereinafter referred to as "the Portfolio Manager") which expression shall include unless repugnant to or inconsistent with the subject or context thereof, its successors, is duly authorised by the Securities and Exchange Board of India (hereinafter referred to as "SEBI") to provide portfolio Management Service vide SEBI registration No. INP000006420 AND WHEREAS the portfolio Manager has agreed to provide Portfolio Management Service and the Client has agreed to avail the same under the Portfolio Management Agreement dated _____ (hereinafter referred to as the "Agreement"). AND WHEREIN the circumstances, I/We are desirous of appointing Narnolia Financial Advisors Limited as my/our true and lawful attorney in the manner hereinafter appearing:

NOW KNOW YE ALL AND THESE PRESENT WITNESSETH

that I / We, the abovementioned executants of this Power of Attorney. do and each of us doth hereby irrevocable and unconditionally nominate, constitute and appoint Narnolia Financial Advisors Limited through any of its officers, directors or persons authorized by the Board (hereinafter referred to as the "Attorney") as my / our true and lawful Attorney for me / us, in my / our name and on my / our behalf to do all or any of the acts, deeds, matters and things and to exercise all or any of the powers and authorities hereby conferred, that is to say:

- a) To independently, and in its full, absolute and unfettered discretion, manage my/our Assets (as defined in the Agreement) in accordance with the Investment Guidelines as agreed in pursuance of the said Agreement.
- b) To make necessary application on my / our behalf to any official or authorities in India, Including but not limited to the Central Government and/or SEBI, in connection with my/our purchase / sale / redemption / transfer / holding and continue to hold Assets and represent in all respects before such authority (ies) and establish without encumbrance, the ownership of the security in my / our name(s).
- c) Subject to any restriction and / or prohibitions in the applicable guideline or regulation of SEBI and in the Investment Guidelines as agreed under the said Agreement, to invest the Corpus, whether in my / our name and / or in the name of the portfolio Manager or the

Portfolio product (as defined in the Agreement) in any financial, money market, equity or debit instruments or other securities, including but not limited to shares, stocks, scrips, bonds units, options, futures, derivatives, convertible debentures, non-convertible debentures, fixed return instruments, warrants certificates of deposits, government securities, treasury bills and certificates of securitised debits equity linked instruments or other marketable securities of like nature or of any incorporated company or other body corporate, negotiable instruments including usance, bills of exchange deposits including in bank fixed deposits or other money market instruments, commercial paper, certificates of deposit, units issued by Unit Trust of India and units issued by Mutual Funds, mortgaged backed or other asset backed securities issued by an institution or body corporate, cumulative convertible Preference shares issued by any incorporated company and securities issued by the Central Government or State Government for the purpose of raising public loan and having one of the forms specified in clause (2) of Section 2 of the public Debt Act, 1944 Relief Bonds, Saving Bonds or any other new form of capital or money market instruments that may be issued in future by any incorporated company/ firm/ institution or Government or Reserve Bank of India (hereinafter referred to as the "Securities").

- d) To enter in future Contracts, Options in Securities, Options and other similar types of investment instruments as may be deemed expedient.
- e) To acquire by subscribing to or by purchase of securities, whether of any state Government in India or Central Government or Company or body corporate or otherwise and to negotiate for the sale of and / or to sell, transfer and endorse or redeem the Securities on such terms and conditions and at such prices as my / our said attorney consider the best under circumstances, together with delivery of such Securities where necessary as my / our said Attorney may think fit and proper in its absolute discretion either through internet using the Identification Number issued by any Mutual fund time to time, and / or to sign and to execute all transfer deeds whether as transferor or transferee and papers as may be necessary for the purpose of acquiring or transferring or redeeming the same, marking pledge / line on such Securities and / or for transferring / switching the investment in the units of Mutual Fund from one Scheme to another or between Mutual Fund.
- f) To negotiate with any person whether body corporate or otherwise and effect the purchase / sale of securities on such terms and at such price as

NFAL Signatory

Signature of Sole/First Holder/
Authorised Signatory

Signature of Second Holder/
Authorised Signatory

Signature of Third Holder/
Authorised Signatory

the said Attorney considers best under the circumstances.

- g) To pay the consideration or purchase price for the Securities purchased on my / our behalf and to received and retain the consideration in respect of the Securities sold on my / our behalf, from the purchaser (s) as the case may be, and to issue effectual receipts and/or discharge for the same in my / our name and on my/ our behalf.
- h) To take all actions which the attorney deems necessary to implement the Investment Guidelines provided in the said Agreement and in particular place all orders for the purchase and / or sale of Securities in my/ our account. For the aforesaid purpose, appoint brokers / agents and dealers from time to time, sign and submit such documents as may be required for admission as a client of such broker / agent or dealer and give them appropriate instructions for the purchase and / or sale of the Securities and complete the transactions and pay appropriate fees and commission to such brokers and dealers for the services rendered by them.
- i) To enter into, make, sign, seal, execute and deliver any contracts, agreements, share transfer forms, instruction, applications as may be necessary to be filed with any company, organization, institution, depository participant, asset management company, mutual fund houses ,registrar & transfer agents, broker, bank, government body in any manner relating to the management of my/our account and to take all necessary action to make investments on my/our behalf and for transfer of the securities purchased, sold in my/our name and to take all other incidental and consequential action for the foregoing purposes.
- j) To operate safe custody account or to keep in safe custody the Securities acquired pursuant to the above authority and to render yearly accounts with regards to such safe custody.
- k) To engage and/or appoint or operate and execute a new or existing custodian account and keep in the custody of the custodian (s) so appointed, all or any securities and other assets acquired on my/our behalf and to pay, or reimburse the custodian(s) their service fees and all costs, charges, expenses, taxes, stamp duties or other levies and expenses incurred by and / or levied on them for acting as a custodian.
- l) To issue order and instruction for acquisitions and disposal in of investment for and on my / our behalf and purchase or otherwise acquire, sell or dispose off and invest in securities including entering into foreign transaction required for the purpose.
- m) To engage and / or appoint accountants, web-operators and also such other professionals, to do the administrative functions relating to the services to be provided by my / our said attorney in pursuance of the said Agreement and authorized them on my / our behalf to carry out the obligations entrusted upon them from time to time by my / our said Attorney and pay or reimburse the accountants, web-operators and also such other professionals their service fees and all costs, charges, expenses, taxes or other levies and expenses incurred by and /or levied on them.
- n) To make necessary applications for or to renounce and sign renunciation forms in respect of bonds/ debentures, public Offers, Rights Issue, Buy back offers and any other Securities of any company / body corporate/ authority/ mutual fund and to receive and hold such right or additional shares, bonds or debentures or other Securities.
- 2) To open and operate my / our depository account with an Authorised Depository Participant. The operation includes, but is not limited to, issuing instructions for dematerialisation, rematerialisation and transfer of securities to and from this account for settlement of trades executed by me/us. The following are the details of the said Demat account (s):

DP Name	DP ID	Client ID

- 3) To operate, maintain and close bank account(s) including bank fixed deposit account(s) in my / our name and apply for availing all other

facilities offered by the bankers with any one or more banks on my/our behalf for the purpose of holding my/our portfolio, to provide all such information, declaration and documents for and on my/our behalf as shall be required by the Bank for opening the Bank Account and as required to make applications to the RBI and / or any other authority for repatriation of fund and holding receipts, dividends, etc. in respect of my/our Securities. The Attorney can deposit or withdraw or transfer any sum to or from the bank account(s) fixed deposit account(s) and if required also close the said account(s) The bank account(s) shall be operated by the directors, employees, officials and authorized signatory(ies) appointed by the portfolio Manager from time to time. The Attorney shall have the sole authority and power to operate my/our said account including closure of the account and I/We hereby declare and undertake not to operate such account during the currency of this power of attorney in any manner whatsoever. The power to operate bank account(s) / fixed deposit account(s) includes, without limitation, to do the following:

- * To draw, endorse and sign instruments including but not limited to cheques / demand drafts, deposit monies and issue necessary instructions including electronic instructions or otherwise operate the said account and to use any and all monies in the said account;
 - * To operate in one or more banks a fixed deposit account in my / our name solely or jointly with other, and to draw, sign cheques upon and / or issue necessary instructions including electronic instructions or otherwise to operate the fixed deposit account as my / our attorney may deem fit or proper.
 - * To make applications for net Banking Facility, obtain password if any and to operate the account electronically.
 - * To enter into and execute such deeds documents and instruments as may be required for the purposes of booking, holding, renewal and redemption of Bank Fixed Deposits in my / our name and on my / our behalf.
 - * To accept, receive, pledge, charge deliver, endorse, encumber, assign or otherwise alienate the Bank Fixed Deposits and / or the advice / receipt thereof, in favor of any person. I/We hereby agree, ratify and confirm any and all transactions or dealings effected in the Bank account including Bank fixed deposit account(s) by Portfolio Manager.
- 4) To collect cheque books / leaves / bank statements from the bank in respect of the bank account(s), to prepare sign and submit all forms, statements & declarations as may be required in respect of the Bank account, to requisition the cheque book, Electronic clearing system (ECS) facility or Real Time Gross Settlement (RTGS) facility, Electronic fund transfer and / or such other facility as may be offered by the bank(s) from time to time.
 - 5) To prepare, sign, execute and submit all such agreements, instruments, papers, documents deeds, writings, forms including but without limitation, fixed Deposit forms, statements, to collected cheque book(s), TDS certificate(s) from the book(s) where account is in my / our name and also to prepare, sign and submit all forms, statements, documents, declarations as may be necessary or deemed expedient by the Attorney incidental to or in respect of the bank account(s) / Fixed Deposit account(s).
 - 6) To demand, collect, receive and give good and effectual receipt(s) and discharge(s) for all monies, Bank Fixed Deposits, amounts realized from sale, transfer or surrender of any Securities or any dividends, interests, bonuses or any other sum and / or income arising from the shares, debentures, units and other investments and to sign and endorse pay orders, dividend / interest warrants or certificates to receive all debts, sums of money, principal, interest, dividend and other dues of whatever nature or account which are now or at any time due and payable and belong to me / us on any account(S) and invest / reinvest the same in any other Securities on such terms and in such manner as my / our said

NFAL Signatory

**Signature of Sole/First Holder/
Authorised Signatory**

**Signature of Second Holder/
Authorised Signatory**

**Signature of Third Holder/
Authorised Signatory**

Attorney deems fit and proper.

- 7) To receive interest, dividend, bonus or any other beneficial interest and income arising from shares, debentures, units and other investment and account it to my / our account after debiting any costs, charges expenses and fees for portfolio Management Services under the said Agreement and also towards custodian services, brokers' commission and such other expenses made in relation to or in pursuance of portfolio Management.
- 8) To engage and / or appoint advocates, pleaders, counsel and other professional people as may be necessary for all or any of the purposes herein above mentioned, and to dispense with their services and also appoint the same or any other advocates, pleaders etc. as and when the occasion may arise with similar powers to discharge them when such services are not required.
- 9) In all such proceedings and for such purposes, to enter into a compromise or refer the dispute to arbitration or abandon any claim or submit to judgment or become non-suited in all such proceedings whether pending or not.
- 10) To carry on correspondence with all the authorities and such other persons as may from time to time, be necessary in relation to the Securities and to accept the service of all correspondence, notices and other processes of law and to acknowledge such service.
- 11) To execute and issue indemnity bonds to third parties on account of any work relating to my / our business on such conditions as may be agreed upon between myself / ourselves Attorney and the third party.
- 12) For all the purposes as aforesaid, appoint from time to time, substitute(s) and to revoke such substitutions but so that such appointment shall not affect or prejudice the rights or powers of the Attorney to act hereunder and the Attorney may continue notwithstanding such appointments.
- 13) To comply and / or cause to be complied with all statutory and other requirements attached to or arising out of these premises and for this purpose to take such steps and actions necessary or proper.
- 14) This power of Attorney given under my / our hand is irrevocable by me / us, while my / our portfolio Account with the Attorney is operational, in accordance with the terms and conditions of the said Agreement.

AND GENERALLY to sign all letters correspondence, affidavits, undertakings, declaration and other papers which in the opinion of my/our said Attorney ought to be done or performed in pursuance of and in connection with Securities as mentioned above on my/our behalf and do execute and perform any other acts, deeds, matters or things whatsoever which in the opinion of my/our said Attorney ought to be done executed and performed by virtue of these presents as I myself / we ourselves personally could do the same and it hereby clarified and declare that the Attorney being a body corporate the powers herein before granted may be exercised by any of its agents or directors or employees to whom the Attorney may delegate any of the powers aforesaid and accordingly, the Attorney may appoint and remove any sub-agent or attorney from time to time as it may consider appropriate.

To appoint any other agent/ sub agent / custodian and to delegate all or any of the powers given herein to such a person.

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

AND I/We further declare that with the execution of the said power of Attorney, all the powers and authorities conferred herein above shall be exercisable solely by the Attorney and that I / We shall not, Until this Power of Attorney stands revoked subject to the satisfaction of dues under the portfolio Management Agreement, have the right to perform any act(s) as mentioned in the said power of Attorney, except with the prior approval of the Attorney given in writing, the authority for the performance of which has been duly conferred on the Attorney herein above. I/We further declare that I/We shall not at any time act in a manner which has the effect of diluting, nullifying or vitiating the powers given to the Attorney under the said power of Attorney including but not limited to granting the said powers to any other person(s) whilst this power of Attorney is subsisting. This power of Attorney shall be deemed to be duly executed only after it has been executed by the Attorney for acceptance as herein provided and shall be effective only pursuant to such execution. IN WITNESS WHEREOF I/We have hereunto set and affixed Our common seal this _____ day of _____ 20_____ at _____

Sole / First Holder	
Name _____	<div style="background-color: #cccccc; height: 60px; width: 100%;"></div>
Signature	
Second Holder	Third Holder
Signature <div style="background-color: #cccccc; height: 40px; width: 100%; margin-top: 5px;"></div>	Signature <div style="background-color: #cccccc; height: 40px; width: 100%; margin-top: 5px;"></div>
Name _____	Name _____
Witness I	Witness II
Signature _____ Name _____ Full Address _____	Signature _____ Name _____ Full Address _____

For Narnolia Financial Advisors Limited.

Accepted for and on behalf of NFAL : _____ **Signature of the Authorised Signatory**

Signed for and on behalf of NFAL Narnolia Financial Advisors Limited (PMS)

Details of Ultimate Beneficial Owner (UBO) Including Additional FATCA & CRS Information <small>(Refer to instructions)</small> <small>(Please consult your professional tax advisor for further guidance on your tax residency, if required)</small>		Declaration Form for Non-Individuals
1 APPLICANT Details		
Name of the entity		
Type of address given at KRA <input type="checkbox"/> Residential or Business <input type="checkbox"/> Residential <input type="checkbox"/> Business <input type="checkbox"/> Registered Office		
Address of tax residence would be taken as available in KRA database. In case of any change please approach KRA and notify the changes		
Customer ID / Folio NO.		
PAN		
Date of Incorporation		
City of Incorporation		
Country of Incorporation		
Entity Constitution <input type="checkbox"/> Partnership Firm <input type="checkbox"/> HUF <input type="checkbox"/> Private Limited Company <input type="checkbox"/> Public Limited Company <input type="checkbox"/> Society <input type="checkbox"/> AOP/BOI <input type="checkbox"/> Trust <input type="checkbox"/> Liquidator <input type="checkbox"/> Limited Liability Partnership <input type="checkbox"/> Artificial Juridical Person <input type="checkbox"/> Others _____ Specify _____		
Please tick the applicable tax resident declaration		
Is "Entity" a tax resident of any country other than India? <input type="checkbox"/> Yes <input type="checkbox"/> 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 ⁵ . In case TIN or its functional equivalent is not available, please provide Company Identification number or Global Entity Identification Number or GIIN, etc. 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 _____		
2 FATCA & CRS Declaration (Please consult your professional tax advisor for further guidance on FATCA & CRS classification)		
PART A (to be filled by Financial Institutions or Direct Reporting NFEs)		
1. We are a, Financial Institution ⁶ <input type="checkbox"/> or Direct reporting NFE ⁷ <input type="checkbox"/> (please tick as appropriate) GIIN not available (please tick as applicable) If the entity is a financial institution,	GIIN _____ Note: If you do not have the GIIN but you are sponsored by another entity, please provide your sponsor's GIIN above and indicate your sponsor's name below Name of sponsoring entity _____ <input type="checkbox"/> Applied for <input type="checkbox"/> Not required to apply for - please specify 2 digits sub-category ¹⁰ ____ <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 (that is a company whose shares are regularly traded on a established securities market)	Yes <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 ² of a publicly traded company (a company whose shares are regularly traded on an established securities market)	Yes <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 Name of stock exchange _____	
3. Is the Entity an active ³ NFE	Yes <input type="checkbox"/> (If yes, please fill UBO declaration in the next section.) Nature of business _____ Please specify the sub-category of Active NFE ____ (Mention code -refer 2c of Part D)	
4. Is the entity a passive ⁴ NFE	Yes <input type="checkbox"/> (If yes, please fill UBO declaration in the next section.) Nature of business _____	

3 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 ☐ Other _____

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's⁵ should provide FFI Owner Reporting Statement and Auditor's Letter with required details as mentioned in Form W8 BEN E

Name - Beneficial Owner / Controlling person Country - Tax Residency* Tax ID No. - Or functional equivalent for each country*	Tax ID Type - TIN or Other, please specify Beneficial Interest - in percentage Type Code ¹¹ - of Controlling	Address - Include Stat, Country, PIN / ZIP Code & Contact Details Address Type -
Name: <input type="text"/> Country: <input type="text"/> Tax ID No. <input type="text"/>	Tax ID Type: <input type="text"/> Type Code: <input type="text"/> Address Type <input type="checkbox"/> Residence <input type="checkbox"/> Business <input type="checkbox"/> Registered Office	Address: <input type="text"/> Zip: <input type="text"/> State: <input type="text"/> Country: <input type="text"/>
Name: <input type="text"/> Country: <input type="text"/> Tax ID No. <input type="text"/>	Tax ID Type: <input type="text"/> Type Code: <input type="text"/> Address Type <input type="checkbox"/> Residence <input type="checkbox"/> Business <input type="checkbox"/> Registered Office	Address: <input type="text"/> Zip: <input type="text"/> State: <input type="text"/> Country: <input type="text"/>
Name: <input type="text"/> Country: <input type="text"/> Tax ID No. <input type="text"/>	Tax ID Type: <input type="text"/> Type Code: <input type="text"/> Address Type <input type="checkbox"/> Residence <input type="checkbox"/> Business <input type="checkbox"/> Registered Office	Address: <input type="text"/> Zip: <input type="text"/> State: <input type="text"/> Country: <input type="text"/>

If passive NFE, please provide below additional details

PAN / Any other identification Number (PAN, Aadhar, Passport, Election ID, Govt. ID, Driving License NREGA Job Card, Others) City of Birth - Country of Birth	Occupation Type: Service, Business, Others Nationality: Father's Name: Mandatory if PAN is not available	DOB: Date of Birth Gender: Male, Female, Other
1. PAN: <input type="text"/> City of Birth: <input type="text"/> Country of Birth: <input type="text"/>	Occupation type: <input type="text"/> Nationality: <input type="text"/> Father's Name: <input type="text"/>	Date of Birth: <input type="text"/> Gender <input type="checkbox"/> Male <input type="checkbox"/> Female <input type="checkbox"/> Others
1. PAN: <input type="text"/> City of Birth: <input type="text"/> Country of Birth: <input type="text"/>	Occupation type: <input type="text"/> Nationality: <input type="text"/> Father's Name: <input type="text"/>	Date of Birth: <input type="text"/> Gender <input type="checkbox"/> Male <input type="checkbox"/> Female <input type="checkbox"/> Others
1. PAN: <input type="text"/> City of Birth: <input type="text"/> Country of Birth: <input type="text"/>	Occupation type: <input type="text"/> Nationality: <input type="text"/> Father's Name: <input type="text"/>	Date of Birth: <input type="text"/> Gender <input type="checkbox"/> Male <input type="checkbox"/> Female <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

⁵In case Tax Identification Number is not available, kindly provide functional equivalent

¹¹Refer 3(vi), ¹¹Refer 3(iv) (A) of Section 6.

4 FATCA - CRS Terms and Conditions

The Central Board of Direct Taxes has notified Rules 114F to 114H, as part of the Income-tax rules, 1962, which Rules require Indian financial institutions to seek additional personal tax and beneficial owner information and certain certifications and documentation from all our account holders. In relevant cases, information will have to be reported to tax authorities/appointed agencies. Towards compliance, 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. Should there be any change in any information provided by you, please ensure you advise us promptly, i.e., within 30 days. Please note that you may receive more than one request for information if you have multiple relationships with Microsec Capital Limited or its group entities. Therefore, it is important that you respond to our request, even if you believe you have already supplied any previously requested information. If you have any questions about your tax residency, please contact your tax advisor. If any controlling person of the entity is a U.S. Citizen or resident or green card holder, please include United States in the foreign country information held along with the US Tax Identification Number. It is mandatory to supply a TIN or functional equivalent if the country in which you are tax resident issues such as identifiers. If no TIN is yet available or has not yet been issued, please provide an explanation and attach this to the form.

5 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 above and hereby accept the same.

Name _____ Place _____ Date _____
 Designation



Sole/First Holder Signature

Second Holder Signature

Third Holder Signature

ANNEXURE 1**LIST OF SECURITIES / PORTFOLIO HANDED OVER BY CLIENT**

List of Assets / securities brought in at the times of signing of the Portfolio Management Services Agreement

Sl. No.	Scrip Name	ISIN	Qty.	Acquisition Date	Acquired Rate	Current Rate	Current Amount
1							
2							
3							
4							
5							

Note:

1. The assets / securities proposed to be brought in by Client at time of signing of the PMS Agreement should be acceptable to Portfolio Manager.
2. Please use additional sheets of the above format in case this sheet is insufficient for providing details of the total number of securities brought in.
3. The instruction for transferring the above mentioned funds shall be subject to the realization of the cheque and of the securities will be subject to credit of securities in the Client's demat account for Portfolio Management Service purpose
4. The Portfolio Manager may sell the above securities at the prevalent market price within 30 days of the activation of the PMS account or transfer the securities to the Portfolio of the Client.
5. When securities are handed over as Portfolio Corpus, the total value of securities are valued at the previous day's closing prices of the securities on the Exchange on the day when they are accepted by the Portfolio Manager shall not be less than the minimum acceptable portfolio value determined by the Portfolio Manager from time to time.
6. The calculation of management fees shall start from the date on which the Portfolio Manager transfers the first sale proceeds/ security (ies) to the Portfolio of the Client/ Account of the Client is activated. i.e. the Portfolio Manager accepts the money/securities as corpus.

I/We agree that the above mentioned information regarding the share transfer is true. I/We have read the notes and take full liability of my/our actions thereon.

I/We hereby give authority to Narnolia Financial Advisors Limited to sell my/our shares mentioned herein (at the prevalent market price) and activate my/our Portfolio Management Services (PMS) account.

**Signature of Sole/First Holder/
Authorised Signatory**

**Signature of Second Holder/
Authorised Signatory**

**Signature of Third Holder/
Authorised Signatory**

ANNEXURE 2**COMPANIES/BODIES CORPORATE IN RESPECT OF WHICH CLIENT HAS
ACCESS TO UNPUBLISHED PRICE SENSITIVE INFORMATION**

To,
Narnolia Financial Advisors Limited
27 MIDC, 1st Floor,
Marol MIDC, Andheri East,
Mumbai - 400 093.

Date: _____

Dear Sir,

I/We hereby declare that I/We have access to unpublished price sensitive information in respect of the following Companies / Bodies Corporate

Sr. No.	Name of Company

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

Yours faithfully,

**Signature of Sole/First Holder/
Authorised Signatory**

**Signature of Second Holder/
Authorised Signatory**

**Signature of Third Holder/
Authorised Signatory**

ANNEXURE 3

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

Date: _____

To,
Narnolia Financial Advisors Limited
27 MIDC, 1st Floor,
Marol MIDC, Andheri East,
Mumbai - 400 093.

Dear Sir,

I/We hereby consent to receive all statements, reports and other documents as may be issued by Narnolia Financial Advisors Limited (NFAL) in respect of my/our Portfolio Management Services account(s) as mentioned below including but not limited to reports as mentioned under Regulation 21 of the SEBI (Portfolio Managers) Regulations, 1993, in electronic form duly authenticated by means of a digital signature as specified in the Information Technology Act, 2000 and the rules made there under, to any of my/our below mentioned e-mail account(s) (said e-mail account(s)):

Mandatory

E-mail account(s) details for receiving the digital statements/reports and related document information

E-mail account Id

I/We hereby agree that NFAL shall fulfill its legal obligation, if the above statement, reports and other documents are sent electronically to any one of the said e-mail account(s).

In this regard I/We further agree that:

- (i) I/We shall take all necessary steps to ensure confidentiality and the secrecy of the login and password of the abovementioned e-mail account(s). NFAL shall not be liable to or responsible for any breach of secrecy.
- (ii) E-mails sent to any of the above mentioned e-mail account(s), which have not bounced back, shall be deemed to be duly delivered to me/us.
- (iii) In the event any e-mail sent by NFAL bounces back due to insufficient space in my/our inbox or in the event any network problem occurs, NFAL shall in no way be responsible for the same.
- (iv) NFAL shall not take cognizance of out-of-office/out-of-station auto replies and I/We shall be deemed to have received such electronic mails.
- (v) Such statements, reports and other documents shall be deemed to have been delivered on the day when the e-mail is sent by NFAL.
- (vi) NFAL may at its discretion discontinue to send me/us the statement, reports and other documents in physical form.
- (vii) NFAL shall not be liable or responsible for any statement, report or document received from frauds or impostors or any consequences thereof.
- (viii) NFAL shall not be liable for any problem, which arises at my/our computer network because of my/our receiving any statement, report, document from NFAL.
- (ix) I/We shall inform NFAL in writing if there is any change in the information given above.

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

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

Client Account No(s) : _____

Yours faithfully,

Signature of Sole/First Holder/
Authorised Signatory

Signature of Second Holder/
Authorised Signatory

Signature of Third Holder/
Authorised Signatory

ANNEXURE A

FEE SCHEDULE

For all Equity Strategies

Type of Fee	Fee (%)
Management Fees ¹	2.50% p.a.
Custodian, Accounting & Audit Fee ²	Charged at Actual
Depository, Brokerage & Other Charges ³	Charged at Actual
Exit Load	
Within 1 Year	1.00%
Beyond 1 Year	Nil

Illustration:			
Portfolio performance (annualized)	- 20%	0%	20%
Capital Contribution (Rs.)	50,00,000	50,00,000	50,00,000
Entry Fees	0	0	0
Net Asset Investment = A	50,00,000	50,00,000	50,00,000
Profit/Loss from Investment	-10,00,000	0.00	10,00,000
Gross Value of Portfolio at the end of the year = B	40,00,000	50,00,000	60,00,000
Average AUM [(A+B)/2] = C	45,00,000	50,00,000	55,00,000
Less: Fixed Management Fee (2.5%) on C	1,12,500	1,25,000	1,37,500
Less: Operating Expenses* (0.20%) on C (Assuming)	9,000	10,000	11,000
Without Termination Fee			
Portfolio Value	38,78,500	48,65,000	58,51,500
Percentage gains/(Loss) over capital contribution	- 22.43%	- 2.70%	17.03%
With Termination Fee			
Less: Termination Fee (1 % on Avg AUM)	45,000	50,000	55,000
Portfolio Value	38,33,500	48,15,000	57,96,500
Percentage gains/(Loss) over capital contribution	- 23.33%	- 3.70%	15.93%

**The operating expenses excludes brokerage and fee charged for Portfolio Management Services*

Declaration of Acceptance:

The client must write **“I/We have understood the fee/charge structure”** in their own handwriting in the space provided below :

Signature of Sole/First Holder/
Authorized Signatory

Signature of Second Holder/
Authorized Signatory

Signature of Third Holder/
Authorized Signatory

Terms and Conditions:

1. Management Fees will be charged monthly, in arrears, based on Daily Average Asset Under Management for the month. In addition, GST (Goods and Services Tax) or any other statutory levies and the expenses as referred to in the Agreement shall be payable by the Client. On Exit, during the ongoing financial year, the Management Fees will be debited on a pro-rata basis.
2. Custodian Fees, Fund accounting, Franking, Notarization charges would be chargeable on a monthly basis (in arrears) based on Daily Average NAV under Management for the month. Audit Fees and Legal Fees would be charged at actual.
3. Any Depository Charges, Brokerages, Taxes and other statutory levies in respect of the Client's Portfolio shall be charged at actual. The current brokerage rate is 0.25% on buy and sells value of Equity Shares.
4. All withdrawals from the Portfolio Management Service (PMS) would be with the mutual consent of the investor and the Portfolio Manager (Narnolia Financial Advisors Ltd.). The withdrawal may be in the form of cash or shares at the end of the agreed period as per the terms and conditions of the PMS agreement. Minimum withdrawal amount allowed will be Rupee 1 lakh only. Acceptance / Processing of applications for withdrawals of assets less than specified, minimum amount shall be at the discretion of the Portfolio Manager.
5. Termination fees will be charged as per the agreed fee schedule on all withdrawals. In case the withdrawal is in the form of share/securities, termination fee will be charged on the Net Asset Value (NAV) of the securities withdrawn as on the date of withdrawal.
6. The Portfolio Manager has the discretion to sell shares/securities held in the investor's accounts for the recovery of any charges/fees charged to the investor's account.
7. The other terms and conditions of the PMS agreement entered into with the Portfolio Manager and any supplemental agreement thereto shall continue to remain in full force and effect, as applicable.
8. The Portfolio Manager will have the discretion to appoint any SEBI registered broker for execution of the transactions of the Portfolio Management Strategies.
9. The portfolio manager at its discretion will switch between different Mutual Funds strategies if the client opted for both Equity and Debt Mutual Fund strategy. Accordingly capital in and out will reflect in reports. The client can refer the transaction statement & other reports for such.

ANNEXURE B

Conflicts of Interest

The services rendered by the Portfolio Manager will be subject to conflict of interest relating to Narnolia Financial Advisors Limited as Portfolio Manager and various other affiliates, associated companies, or group companies, directors, 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.
- b. There could be multiple portfolios under the management of Narnolia Financial Advisors Limited as a Portfolio Manager, thereby presenting possibility of conflict of interest in allocating investment opportunities

amongst the various portfolios. The Portfolio Manager will endeavour to resolve any such conflicts in a reasonable manner as it deems fit.

- c. The Portfolio Manager and/or any of the Relevant Parties can act as manager/advisor 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.

ANNEXURE C

Risk Factors

An investment made through the PMS would involve a significant degree of risk and is suitable only for investors who fully understand and are capable of bearing the risks of such investments. The client should carefully consider the investment objectives and the investment restrictions as described in this Agreement. Accordingly, the client should carefully consider the following factors, among others, before making a decision to invest through the PMS.

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.

Failure to meet Drawdowns by Clients

Default of any of the clients in making Drawdowns may restrict the Portfolio Manager from making the planned investments in the Portfolio Entities. Such defaults may also cause the Portfolio Manager to breach the investment and payment obligations towards the Portfolio Entity rendering it liable to pay damages, which may result in material adverse effect on the performance of the PMS.

Investment in Securities/Instruments

- a. The Client Portfolio may primarily 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, liquidity may be limited.
- b. 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 to 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.

- c. 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 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.
- d. A part of 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.
- e. The Portfolio may also invest in Portfolio Entity/ies which are new or recently established or are investment vehicles like mutual funds/trusts/venture capital funds. 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.

Signature of Sole/First Holder/
Authorised Signatory

Signature of Second Holder/
Authorised Signatory

Signature of Third Holder/
Authorised Signatory

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.
- Execution of investment strategies depends upon the ability of the Portfolio Manager to identify opportunities which may not be available at all times and that the decisions made by the Portfolio Manager may not always be profitable.
- 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.
- Investors may note that Portfolio Manager's investment decisions may not always be profitable, as actual market movements may be at variance with anticipated trends.

Risks 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 investors 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.

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). Because of 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.

Portfolio-related Risks

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.

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

**Signature of Sole/First Holder/
Authorised Signatory**

**Signature of Second Holder/
Authorised Signatory**

**Signature of Third Holder/
Authorised Signatory**

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.

Change in Regulation

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

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.

Tax Risks

Changes in state and central taxes and other levies in India may have an adverse effect on the cost of operating activities of the Portfolio Entities. 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. 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. 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.

Inflation Risk

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.

General risks associated with the management of the Portfolio

- a. Investments in Securities are subject to market risks and Portfolio Manager does not in any manner whatsoever assure or guarantee that the objectives will be achieved.
- b. The Client Portfolio may be affected by settlement periods and transfer procedures.
- c. The PMS is subject to risk arising out of non-diversification.

**Signature of Sole/First Holder/
Authorised Signatory**

**Signature of Second Holder/
Authorised Signatory**

**Signature of Third Holder/
Authorised Signatory**

ANNEXURE D - Form of Nomination

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

I/We do hereby nominate the person more particularly described hereunder in respect of my account maintained with you.

Name and Address of Nominee

Name

Date of Birth

Address

The nominee is a Minor whose guardian is

Signature of Nominee

Address of the Guardian

Signature of the Guardian

Relationship

PHOTOGRAPH

of nominee
Signature of
nominee across
Photograph

PHOTOGRAPH

of Guardian
Signature of
Guardian across
Photograph

Signature of witnesses :

Name	Address	Signature
1.		
2.		

Instructions

- 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.
- 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.
- 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.
- The nomination in respect of the account automatically stands rescinded upon closure of the account.
- 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.

**Signature of Sole/First Holder/
Authorised Signatory**

**Signature of Second Holder/
Authorised Signatory**

**Signature of Third Holder/
Authorised Signatory**

To,

Scheme / Strategy Consent

Narnolia Financial Advisors Limited,
201, 2nd Floor, Marble Arch, 236B,
AJC Bose Road, Kolkata – 700020

Sub: Request for Allocation of fund in different Strategy of PMS

Dear Sir,

I / We have transferred a sum of Rs. _____ (Rs. _____) in your Bank Account No. _____ dated _____ of Indusind Bank towards my/our initial contribution /top up for my/our Discretionary Portfolio account with your organization.

In this connection, I / We hereby authorize you to allocate my/our above fund in different PMS strategies according to the below instructions:-

Sl. No.	Opted	Strategy Name	AllocationAmount (Rs.)
1	<input type="checkbox"/>	Narnolia India 3T Strategy	
2	<input type="checkbox"/>	Narnolia Multi Assets Strategy	
3	<input type="checkbox"/>	Narnolia New India Strategy	
4	<input type="checkbox"/>	Narnolia Mid & Small Cap Strategy	
5	<input type="checkbox"/>	Narnolia Industry Leaders	
6	<input type="checkbox"/>	Narnolia Multi Managers-Fixed Income	
		Total	

I/We have read and understood the contents of the Disclosure Document / Strategy related information carefully and agree to the same.

Client Name: _____

PAN: _____

OFIN Code: _____

**Name & Sign of First / Sole
Holder/ Authorised Signatory**

**Name & Sign of Second Holder
/ Authorised Signatory**

**Name & Sign of Third Holder
/ Authorised Signatory**

Declaration

To,
Narnolia Financial Advisors Limited,
27 MIDC, 1st Floor, Marol MIDC,
Andheri East, Mumbai - 400 093.

I/We hereby acknowledge the receipt of the following :

Document	Date of Receipt
Disclosure document	
PMS Agreement alongwith KYC detail and Fee Structure	

Signed for and on behalf of	1st Holder / Authorised Signatory	2nd Holder / Authorised Signatory	3rd Holder / Authorised Signatory

Prevention of Money Laundering Act, 2002 (PMLA)

The Prevention of Money Laundering Act, 2002 came into effect from 1st July 2005

Applicability of PMLA Act

Banking company

Financial institution

Intermediary (which includes a stock broker, sub-broker, depository participant, share transfer agent, portfolio manager, other intermediaries associated with securities market and registered under section 12 of the SEBI Act, 1992)

Objectives

The Act is intended to supplement the law enforcement authorities activities, to detect proceeds derived from serious crimes and help to effectively prevent money laundering, terrorist financing, and recycling of illegally obtained money.,

In brief the objectives of AML are as follows :-

- a. To prevent financial intermediaries from being used as a channel for the purpose of Money laundering & terrorist financing.
- b. To preserve the integrity/stability of the Financial System.
- c. To work hand in hand with the regulators to flush money laundering and terrorist financing activities out of our financial system.

What is Money Laundering?

Money Laundering is a process of making dirty money look clean. Money laundering is the process by which criminal attempt to hide and disguise the true origin and ownership of the proceeds of their criminal activities.

Through money laundering, the launderer transforms the monetary proceeds derived from criminal activity into funds with an apparent legal source.

Steps taken by Narnolia Financial Advisors Limited :-

Narnolia Financial Advisors Limited is fulfilling objective of AML program in 3 steps :-

- a) Identification of clients
- b) Monitoring of clients transactions
- c) Reporting of suspicious transactions

Obligation of the client :-

Implementation of AML/CFT measure requires demand of certain information from investors which may be of personal nature or has hitherto never been called for. Such information can include documents evidencing source of funds/income tax return/bank records etc. This can sometimes lead to raising of questions by the client with regard to the motive and purpose of collecting such information. This document has therefore been prepared to sensitize the clients about requirements emanating from AML and CFT framework.

Clients are required to provide complete details at the time of account opening :-

- 1) Address proof
- 2) Identity proof
- 3) PAN
- 4) Income details

Clients are required to periodically update

- 1) Contact details
- 2) Financial details
- 3) Occupational details

The transactions executed by the clients need to be commensurate with the disclosed income details.

Clients are required to provide requested explanation / details for suspicious transactions.



Branch Code	AP Code	RM Name	RM Code	Product

Checked by	Entered by	Verified by	Auditor's Signature

Narnolia[®]

Contact Us:

27 MIDC, 1st Floor, Marol MIDC, Andheri East, Mumbai - 400 093.



01/2020