Kings of Capital Portfolio
(KCP - DPMS)

Non Individual (Kotak)
Sign-up Pack

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Instructions for filling in Client KYC form and Discretionary Portfolio Investment Management Service Agreement

(Check the items when completed)

☐ **1. Fill the entire form:** Fill in all the information, including dates etc as requested in the Client KYC Form, FATCA form, PMS Agreement, Bank Form etc.

☐ **2. Supporting Documents:** Provide supporting documents as listed on subsequent page in required number of sets

☐ **3. Funding Cheque:** Include Funding **(>= Rs 50 Lakhs)** in favour of Marcellus Investment Managers Pvt Ltd to for investment into your PMS account. Cheque will be deposited after account opening.

4. Signatures, dates and additional information

☐ 1. Applicant(s) to sign wherever marked with Arrow

☐ 2. In Schedule 1, disclose your interest in body corporates where you have access to unpublished price sensitive information (if any)

☐ 3. List any negative securities in Schedule 2

☐ 4. Review and select the PMS fee structure listed in Schedule of Fee structure and list of charges for relevant Investment Approach

☐ 5. At the end of Schedule of Fee Structure and list of charges, before the signature space, please write by hand '*I have understood the fee clause and computation of fee charged by Portfolio Manager for the Discretionary Portfolio Investment Management Services*'.

☐ 6. Fill the Power of Attorney (PoA) included in this document set, sign where marked with and get witness signatures where marked Witness

☐ 7. Please send the filled in form back to:

Account Opening Team
Marcellus Investment Managers Pvt Ltd:
929 – DBS Business Center, Kanakia Wall street, Chakala, Andheri Kurla Road,
Andheri East, Mumbai, Maharashtra 400093
Phone: +91(0)2248809929
onboarding@marcellus.in

8. Any questions, please contact us on onboarding@marcellus.in /+91(0)2248809929

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CLIENT CATEGORY	KYC DOCUMENTS TO BE PROVIDED BY CLIENT
BODY CORPORATE	➢ PAN card, Proof of Address and Bank Account Proof of Corporate – certified true copies ➢ Memorandum and Articles of Association and Certificate of Incorporation – certified true copies (take printout of registration status from MCA website) ➢ Board resolution reflecting authority given to signing personnel for executing agreements or other documents on behalf of the entity ➢ Board resolution reflecting authority for investment in securities market ➢ List of Authorised Signatories on the letterhead with specimen signatures and self-attested copy of ID Proof & Address Proof for each Authorised Signatories ➢ List of Directors on the letterhead along with Photograph, PAN, Address Proof of all directors and DIN Number of directors / two directors in charge of day to day operations (printout of director verification from MCA website) ➢ Certified true copy of balance sheets for the last 2 financial years duly certified by authorised signatories. In case the Balance sheet/Financial Statement of previous year is not yet finalized / prepared, in such scenario letter is required on the letterhead, duly signed by authorised signatories, intimating that the same is yet not finalized and it will be provided as an when prepared ➢ Ultimate Beneficial Owners (UBO) - Copy of latest share holding pattern on the letterhead of that company (letter to have date) and List of all Shareholders / Promoters holding 25% or more shares in the company with attach Self attested copy of ID and Address Proof of the UBO to be collected. ➢ In case of Non-Individual Shareholders (UBO) - Certified true copy of MOA/AOA/COI, Address proof, PAN, list of directors & list of shareholders.
HUF	➢ PAN card (with HUF written on it), Address Proof of and Bank Account Proof of HUF - duly certified by Karta. ➢ Deed of declaration of HUF and List of Co-parceners - original signed by Karta (providing details of co-parceners, date of birth and relationship with Karta). Notarization is not required for HUF Declaration. ➢ Photograph, PAN, Address Proof of Karta – self attested ➢ Copy of ID Proof & Address Proof of Coparceners – self attested ➢ If Karta or Coparceners provides Aadhar Card as Address proof, then first 8 digits of the same are to be masked
FIRMS/LLP	➢ Certified true copy of PAN ➢ Certified copy of Certificate of registration (for registered partnership firms only, in case of LLP – take printout of registration status from MCA website) ➢ Certified copy of Partnership deed (For PMLA, please check the partnership deed to identify person owning more than 15% of capital or profits in a partnership firm. Obtain PAN and address proof of all partners holding more than 15% of capital). ➢ List of partners with their profit percentage on Letterhead with Self-attested copy of PAN Card and Address Proof of all partners ➢ List of Authorized signatories with specimen signatures and photographs on the letterhead ➢ Self-attested PAN and address proof copy of all authorized signatories

	➢ Copy of Balance Sheet / Financial Statements for the last 2 financial years, duly certified by authorised signatories. ➢ Bank Account Proof of Partnership Firm, duly certified by authorised signatory ➢ If Partners or Authorised Signatory provides Aadhar Card as Address proof, then first 8 digits of the same are to be masked
TRUST	➢ PAN card, Address Proof and Bank Proof of Trust – certified true copies (Signed & Stamped) ➢ List of Trustees and Settlors with their self-attested PAN and address proof ➢ Photograph, PAN, Address proof and DIN of whole-time trustees / two trustees who are in-charge of day to day operations ➢ Certified True copy of Trust deed (For Registered Trust - Certificate of Registration - Certificate of registration under the India Societies Registration Act, 1860 or Bombay Public Trust Act, 1950. ➢ Board Resolution for persons to execute agreements or other documents on behalf of trust. ➢ Board resolution reflecting authority for investment in securities market ➢ List of Authorised Signatories with specimen signatures along with self-attested copy of ID Proof & Address Proof for each Authorised Signatories. ➢ Copy of balance sheets for the last 2 financial years duly certified by authorised signatories. In case the Balance sheet/Financial Statement of previous year is not yet finalized / prepared, in such scenario, letter is required on the letterhead, duly signed by authorised signatories, intimating that the same is yet not finalized and it will be provided as an when prepared ➢ UBO - List of all beneficiaries having more than 15% interest in the Trust, on its letterhead, duly certified by Authorised Signatory. Please attach Self attested copy of ID and Address Proof of the ultimate beneficial owners. Further in case the beneficiary in the Trust is a Trust / Corporate, details of Beneficiaries / Shareholders of that Trust / Corporate needs to be collected. (If Authorised Signatory, Directors or Shareholders provides Aadhar Card as Address proof, then first 8 digits of the same are to be masked

Non-Individual Applicants (Only to be filled by Corporates / Partnership / Trust / HUF / LLP)	
Name of Company / Partnership / Trust / HUF / LLP	
Nature of Business	
Registered Address	
Correspondence Address	
Specify the document submitted for proof of address for registered address	
Specify the document submitted for proof of address for correspondence address	
CKYC Identification Number (if available)	
PAN	
GST Number	
Registration / Incorporation Number	
Date & Place of incorporation	
Date of commencement of business	
Gross Annual Income (as per latest audited financial statements)	
Net Worth (as per latest audited financial statements, Net worth should not be older than 1 year)	
Proposed Quantum of Investment	
Country of tax residency	
If not India, Tax Identification Number (TIN)	
Name, PAN, residential address, DIN/UID and photographs of Promoters / Partners / Karta / Trustees and whole-time directors (can be provided separately on letterhead)	
Name of Authorised Signatory	
Designation of Authorised Signatory	
Is any of your authorized signatories / Promoters / Partners /Karta /Trustees/whole time directors a Politically Exposed Person / Related to a Politically Exposed Person: If yes, please provide details	
Email address of Authorised Signatory	
Name of Contact Person(s)	
Contact Number(s)	
Email Address(es) of Contact Person(s)	

All Applicants Sign

All Applicants Sign

Details of bank account to be registered with the Portfolio Manager

Bank account name	
Bank account number	
A/c Type (Savings / Current)	
Bank and branch	
IFSC Code	

CHANNEL PARTNER DETAILS

Channel Code: **DIRECT** **DISTRIBUTOR**

Entity Name:	
RM Name:	
RM Code:	
RM Email:	
RM Phone:	
Service RM Name:	
Service RM Email:	
Service RM Phone:	

Channel Partner Incentive for this account (if any):

(Absolute share: for e.g., if fixed fee of 2% and incentive share is 50%, please write fixed fee incentive as 1% (50% of 2%); if performance fee of 20% over 8% hurdle, and incentive share is 50% then please write Performance Fee Incentive as 10%)

Mgmt (Fixed) Fee incentive	
Performance Fee Incentive	

- I/we declare that the details furnished above are correct and complete to the best of my/our knowledge/belief.
- I/we understand that the details furnished in this form (like PAN, Date of birth, etc) would be utilised by Marcellus Investment Managers Pvt Ltd to fetch my/our KYC details from central databases like CVL KRA and CKYC database. We hereby provide our consent for fetching of such information.
- I/we have understood that, submission of Aadhar card for proof of address / proof of identity is optional and purely on a voluntary basis by me/us.
- I/we hereby provide consent for E-KYC authentication using my/our Aadhar number.

Please Paste Recent Photograph of First Applicant and sign across photo

Please Paste Recent Photograph of Second Applicant and sign across photo

Please Paste Recent Photograph of Second Applicant and sign across photo

Applicant 1

Sign _____

Name _____

Date _____

Applicant 2

Sign _____

Name_____

Date _____

Applicant 3

Sign _____

Name _____

Date _____

MARCELLUS

Details of Ultimate Beneficial Owner (UBO) Including Additional FATCA & CRS Information

(Refer to instructions)

(Please consult your professional tax advisor for further guidance on your tax residency, if required)

1 APPLICANT Details

Name of the entity F I R S T M I D D L E L A S T

Type of address given at KRA ☐ Residential or Business ☐ Residential ☐ Business ☐ Registered Office

Address of tax residence would be taken as available in KRA database. In case of any change please approach KRA & notify the changes

Customer ID/ Folio NO

PAN Date of incorporation D D M M Y Y Y Y

City of incorporation Country of incorporation

Entity Constitution ☐ Partnership Firm ☐ HUF ☐ Private Limited Company ☐ Public Limited Company ☐ Society ☐ AOP/BOI ☐ Trust H Liquidator ☐ Limited Liability Partnership ☐ Artificial Juridical Person ☐ Others Specify

Please tick the applicable tax resident declaration

Is "Entity" a tax resident of any country other than India? ☐ Yes ☐ No

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

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

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

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] ☐
or
Direct reporting NFE[7] ☐
(please tick as appropriate)

GIIN

Note: If you do not have a GIIN but you are sponsored by another entity, please provide your sponsor's GIIN above and indicate your sponsor's name below

Name of sponsoring entity

GIIN not available (please tick as applicable) ☐ Applied for

If the entity is a financial institution,
☐ Not required to apply for - please specify 2 digits sub-category[10]
☐ 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 company1(that is, a company whose shares are regularly traded on an established securities market)

Yes ☐ (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 ☐ (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 ☐ Subsidiary of the Listed Company or ☐ Controlled by a Listed Company

Name of stock exchange

3. Is the Entity an active[3] NFE

Yes ☐ (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 ☐ (If yes, please fill UBO declaration in the next section.)

Nature of Business

[1]Refer 2a, [2]Refer 2b, [3]Refer 2c, [4]Refer 3(ii), [6]Refer 1, [7]Refer 3(vii), [10]Refer 1A of Section 6.

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 specify) _____

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

Owner-documented FFI'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 State, Country, PIN / ZIP Code & Contact Details **Address Type** -
Name:	Tax ID Type:	Address:
Country:	Type Code:	Zip:
Tax ID No.%:	Address Type ☐ Residence ☐ Business ☐ Registered office	State: Country:
Name:	Tax ID Type:	Address:
Country:	Type Code:	Zip:
Tax ID No.%:	Address Type ☐ Residence ☐ Business ☐ Registered office	State: Country:
Name:	Tax ID Type:	Address:
Country:	Type Code:	Zip:
Tax ID No.%:	Address Type ☐ Residence ☐ Business ☐ Registered office	State: Country:

 # If passive NFE, please provide below additional details

(Please attach additional sheets if necessary)

PAN / Any other Identification Number (PAN, Aadhar, Passport, Election ID, Govt. ID, Driving Licence 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: **City of Birth:** **Country of Birth:**	**Occupation Type:** **Nationality:** **Father's Name:**	**Date Of Birth:** D D M M Y Y Y Y **Gender** ☐ Male ☐ Female ☐ Other
2. PAN: **City of Birth:** **Country of Birth:**	**Occupation Type:** **Nationality:** **Father's Name:**	**Date Of Birth:** D D M M Y Y Y Y **Gender** ☐ Male ☐ Female ☐ Other
3. PAN: **City of Birth:** **Country of Birth:**	**Occupation Type:** **Nationality:** **Father's Name:**	**Date Of Birth:** D D M M Y Y Y Y **Gender** ☐ Male ☐ Female ☐ Other

#Additional details to be filled by controlling persons with tax residency / permanent residency / citizenship / Green Card in any country other than India:
*To include US, where controlling person is a US citizen or green card holder
%In case Tax Identification Number is not available, kindly provide functional equivalent

[5]Refer 3(vi), [11]Refer 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 such as the Bank 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 Marcellus Investment Managers Pvt Ltd 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 US citizen or resident or green card holder, please include United States in the foreign country information field along with the US Tax Identification Number.
[5]It is mandatory to supply a TIN or functional equivalent if the country in which you are tax resident issues such 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 below and hereby accept the same.

Name F I R S T M I D D L E L A S T

Designation _____

Signature | Signature | Signature

Place_____

Date_____

6 FATCA Instructions & Definitions

1 Financial Institution (FI) - The term FI means any Financial institution that is a Depository Institution, Custodial Institution, Investment Entity or Specified Insurance company, as defined.

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

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

a) Investment entity is any entity:

- That primarily conducts a business or operates for or on behalf of a customer for any of the following activities or operations for or on behalf of a customer

(I) Trading in money market instruments (cheques, bills, certificates of deposit, derivatives, etc.); foreign exchange; exchange, interest rate and index instruments; transferable securities; or commodity futures trading; or
(ii) Individual and collective portfolio management; or
(iii) Investing, administering or managing funds, money or financial asset or money on behalf of other persons;

or

b) The gross income of which is primarily attributable to investing, reinvesting, or trading in financial assets, if the entity is managed by another entity that is a depository institution, a custodial institution, a specified insurance company, or an investment entity described above.

An entity is treated as primarily conducting as a business one or more of the 3 activities described above, or an entity's gross income is primarily attributable to investing, reinvesting, or trading in financial assets of the entity's gross income attributable to the relevant activities equals or exceeds 50 percent of the entity's gross income during the shorter of :

(i) The three-year period ending on 31 March of the year preceding the year in which the determination is made; or
(ii) The period during which the entity has been in existence.

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

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

FI not required to apply for GIIN:

A. Reasons why FI not required to apply for GIIN:

Code	Sub-category
01	Governmental Entity, International Organization or Central Bank
02	Treaty Qualified Retirement Fund; a Broad Participation Retirement Fund; a Narrow Participation Retirement Fund; or a Pension Fund of a Governmental Entity, International Organization or Central Bank
03	Non-public fund of the armed forces, an employees' state insurance fund, a gratuity fund or a provident fund
04	Entity is an Indian FI solely because it is an investment entity
05	Qualified credit card issuer
06	Investment Advisors, Investment Managers& Executing Brokers
07	Exempt collective investment vehicle
08	Trustee of an Indian Trust
09	FI with a local client base
10	Non-registering local banks
11	FFI with only Low-Value Accounts
12	Sponsored investment entity and controlled foreign corporation
13	Sponsored, Closely Held Investment Vehicle
14	Owner Documented FFI

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

Types of NFEs that are regarded as excluded NFE are:

a. Publicly traded company (listed company)
A company is publicly traded if its stock are regularly traded on one or more established securities markets
(Established securities market means an exchange that is officially recognized and supervised by a governmental authority in which the securities market is located and that has a meaningful annual value of shares traded on the exchange)

b. Related entity of a publicly traded company
The NFE is a related entity of an entity of which is regularly traded on an established securities market;

C. Active NFE : (is any one of the following):

Code	Sub-category
01	Less than 50 percent of the NFE's gross income for the preceding financial year is passive income and less than 50 percent of the assets held by the NFE during the preceding financial year are assets that produce or are held for the production of passive income;
02	The NFE is a Governmental Entity, an International Organization, a Central Bank , or an entity wholly owned by one or more of the foregoing;
03	Substantially all of the activities of the NFE consist of holding (in whole or in part) the outstanding stock of, or providing financing and services to, one or more subsidiaries that engage in trades or businesses other than the business of a Financial Institution, except that an entity shall not qualify for this status if the entity functions as an investment fund, such as a private equity fund, venture capital fund, leveraged buyout fund, or any investment vehicle whose purpose is to acquire or fund companies and then hold interests in those companies as capital assets for investment purposes;
04	The NFE is not yet operating a business and has no prior operating history, but is investing capital into assets with the intent to operate a business other than that of a Financial Institution, provided that the NFE shall not qualify for this exception after the date that is 24 months after the date of the initial organization of the NFE;
05	The NFE was not a Financial Institution in the past five years, and is in the process of liquidating its assets or is reorganizing with the intent to continue or recommence operations in a business other than that of a Financial Institution;
06	The NFE primarily engages in financing and hedging transactions with, or for, Related Entities that are not Financial Institutions, and does not provide financing or hedging services to any Entity that is not a Related Entity, provided that the group of any such Related Entities is primarily engaged in a business other than that of a Financial Institution;
07	Any NFE that fulfills all of the following requirements:

- It is established and operated in India exclusively for religious, charitable, scientific, artistic, cultural, athletic, or educational purposes; or it is established and operated in India and it is a professional organization, business league, chamber of commerce, labor organization, agricultural or horticultural organization, civic league or an organization operated exclusively for the promotion of social welfare;
- It is exempt from income tax in India;
- It has no shareholders or members who have a proprietary or beneficial interest in its income or assets;

The applicable laws of the NFE's country or territory of residence or the NFE's formation documents do not permit any income or assets of the NFE to be distributed to, or applied for the benefit of, a private person or non-charitable Entity other than pursuant to the conduct of the NFE's charitable activities, or as payment of reasonable compensation for services rendered, or as payment representing the fair market value of property which the NFE has purchased; and

The applicable laws of the NFE's country or territory of residence or the NFE's formation documents require that, upon the NFE's liquidation or dissolution, all of its assets be distributed to a governmental entity or other non-profit organization, or escheat to the government of the NFE's country or territory of residence or any political subdivision thereof.

Explanation.- For the purpose of this sub-clause, the following shall be treated as fulfilling the criteria provided in the said sub-clause, namely:-

(I) an Investor Protection Fund referred to in clause (23EA);
(II) a Credit Guarantee Fund Trust for Small Industries referred to in clause 23EB; and
(III) an Investor Protection Fund referred to in clause (23EC),

of section 10 of the Act;

3. Other Definitions

(i) Related entity
An entity is a 'related entity' of another entity if either entity controls the other entity, or the two entities are under common control For this purpose, control includes direct or indirect ownership of more than 50% of the votes and value in an entity.

(ii) Passive NFE
The term passive NFE means

(i) any non-financial entity which is not an active non-financial entity including a publicly traded corporation or related entity of a publicly traded company; or
(ii) an investment entity defined in clause (b) of these instructions
(iii) a withholding foreign partnership or withholding foreign trust;

(Note: Foreign persons having controlling interest in a passive NFE are liable to be reported for tax information compliance purposes)

(iii) Passive income
The term passive income includes income by way of :

(1) Dividends,
(2) Interest
(3) Income equivalent to interest,
(4) Rents and royalties, other than rents and royalties derived in the active conduct of a business conducted, at least in part, by employees of the NFE
(5) Annuities
(6) The excess of gains over losses from the sale or exchange of financial assets that gives rise to passive income
(7) The excess of gains over losses from transactions (including futures, forwards, options and similar transactions) in any financial assets,
(8) The excess of foreign currency gains over foreign currency losses
(9) Net income from swaps
(10) Amounts received under cash value insurance contracts

But passive income will not include, in case of a non-financial entity that regularly acts as a dealer in financial assets, any income from any transaction entered into in the ordinary course of such dealer's business as such a dealer.

(iv) Controlling persons
Controlling persons are natural persons who exercise control over an entity and includes a beneficial owner under sub-rule (3) of rule 9 of the Prevention of Money-Laundering (Maintenance of Records) Rules, 2005.In the case of a trust, the controlling person means the settlor, the trustees, the protector (if any), the beneficiaries or class of beneficiaries, and any other natural person exercising ultimate effective control over the trust. In the case of a legal

arrangement other than a trust, controlling person means persons in equivalent or similar positions.

Pursuant to guidelines on identification of Beneficial Ownership issued vide SEBI circular no. CIR/MIRSD/2/2013 dated January 24, 2013, persons (other than Individuals) are required to provide details of Beneficial Owner(s) ('BO'). Accordingly, the Beneficial Owner means 'Natural Person', who, whether acting alone or together, or through one or more juridical person, exercises control through ownership or who ultimately has a controlling ownership interest of / entitlements to:

i. More than 25% of shares or capital or profits of the juridical person, where the juridical person is a company;
ii. More than 15% of the capital or profits of the juridical person, where the juridical person is a partnership; or
iii. More than 15% of the property or capital or profits of the juridical person, where the juridical person is an unincorporated association or body of individuals.

Where the client is a trust, the financial institution shall identify the beneficial owners of the client and take reasonable measures to verify the identity of such persons, through the identity of the settler of the trust, the trustee, the protector, the beneficiaries with 15% or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

Where no natural person is identified the identity of the relevant natural person who holds the position of senior managing official.

(A) Controlling Person Type:

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

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

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

(vi) Owner documented FFI

An FFI meets the following requirements:

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

vii) Direct reporting NFE

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

(viii) Exemption code for U.S. persons

Code	Sub-category
A	An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)
B	The United States or any of its agencies or instrumentalities
C	A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities
D	A corporation the stock of which is regularly traded on one or more established securities markets, as described in Reg. section 1.1472-1(c)(1)(i)
E	A corporation that is a member of the same expanded affiliated group as a corporation described in Reg. section 1.1472-1(c)(1)(i)
F	A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state
G	A real estate investment trust
H	A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940
I	A common trust fund as defined in section 584(a)
J	A bank as defined in section 581
K	A broker
L	A trust exempt from tax under section 664 or described in section 4947(a)(1)
M	A tax exempt trust under a section 403(b) plan or section 457(g) plan

MARCELLUS

Marcellus Investment Managers Private Limited
929, DBS Business Centre, Kanakia Wall Street,
Andheri-Kurla Road, Chakala, Andheri (E), Mumbai,
India - 400 093

DISCRETIONARY PORTFOLIO INVESTMENT MANAGEMENT SERVICE AGREEMENT

THIS DISCRETIONARY PORTFOLIO INVESTMENT MANAGEMENT SERVICE AGREEMENT entered into on this _____day of _____, 20_____

BETWEEN

All Applicants Sign

Marcellus Investment Managers Private Limited, a private limited company incorporated under the Companies Act, 2013 and having its registered office at 602, Odyssey-1, Hiranandani Gardens, Powai, Mumbai, India - 400076 (hereinafter referred to as "**Portfolio Manager**", which expression shall, unless repugnant to the context or meaning thereof be deemed to include its successors and assigns) of the ONE PART;

AND

1. Mr./Mrs./Ms._____, an _____residing at_____

_____

2. Mr./Mrs./Ms._____ _____, an _____residing at_____ _____

_____

3. Mr./Mrs./Ms. _____ , an _____residing at_____

OR

_____, a partnership firm registered under the provisions of the Indian Partnership Act, 1932/company incorporated under the provisions of the Companies Act, 1956/a Hindu Undivided Family acting for the purposes of this Agreement through its Karta/ (others - please specify) _____ residing at/ having its registered office/carrying on business at_____ _____ (hereinafter referred to as the "**Client**" which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its / his / her / their respective heirs, executors, administrators, successors, legal representatives and permitted assigns) of the OTHER PART.

WHEREAS:

(a) The Portfolio Manager is registered with the Securities and Exchange Board of India vide registration certificate no. INP000006183 dated 22 Oct 2018 and is duly authorized to provide Portfolio Management Services under the SEBI (Portfolio Managers) Regulations, 2020 and any amendments thereto from time to time and rules, guidelines, circulars issued under the Act;

(b) The Portfolio Manager is rendering Portfolio Management Services under the name and style as specified in the Schedules to this Agreement.

(c) At the request of the Client, the Portfolio Manager has agreed to provide certain Discretionary Portfolio Management Services to the Client as more particularly set out in this Agreement.

(d) The Client has satisfied itself of the capacity of the Portfolio Manager to provide the services of Portfolio Manager as set out in this Agreement.

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(e) The Client after having read and understood the Disclosure Document (defined hereunder) provided by the Portfolio Manager and having agreed to be bound by the terms therein has agreed to invest his Funds with the Portfolio Manager and to be bound by the terms of this Agreement and the Schedules hereto (hereinafter referred to as this Agreement).

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

1. DEFINITIONS

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

1.1. **"Act"** means the Securities and Exchange Board of India Act, 1992 (15 of 1992).

1.2. **"Agreement"** means this Discretionary Portfolio Investment Management Service (DPMS) Agreement executed between the Portfolio Manager and the Client in terms of Regulation 22 of SEBI (Portfolio Managers) Regulations, 2020 issued by the Securities and Exchange Board of India & includes any amendment thereto made in writing upon mutual consent of the Parties hereto and also includes the account opening form and schedules to this DPMS agreement provided that a Client request via its registered email address regarding change in information submitted by the client at the time of account opening with portfolio manager, fees, top up or redemption that has been accepted by the Portfolio Manager via its registered email address shall be considered as a valid amendment to this Agreement.

1.3. "**Applicable Laws**" means any applicable local or national statute, regulation, notification, circular, ordinance, requirement, directive, guidance or announcement issued by any Authority.

1.4. **"Assets"** means (i) the Portfolio and/or (ii) the Funds and (iii) all accruals thereto, and (iv) expenses due from the Client's portfolio, payable by the Client, as applicable.

1.5. "**Authority**" means any entity exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to the government including but not limited to the SEBI or the Reserve Bank of India.

1.6. "**Bank Account**" means one or more omnibus bank accounts opened, maintained and operated by the Portfolio Manager in the name of the Client or pool account managed in the name of the Portfolio Manager for the purpose of managing funds on behalf of the Client with any of the Scheduled Commercial Banks.

1.7. "**Body Corporate**" shall have the meaning assigned to it in or under clause (11) of Section 2 of the Companies Act, 2013.

1.8. "**BPS**" means basis point.

1.9. "**Client**" or "**Investor**" means the person who enters into an Agreement with the Portfolio Manager for managing its Portfolio and /or Funds.

1.10. **"Client Depository Account"** means one or more account or accounts opened, maintained and operated by the Portfolio Manager with any depository or depository participant registered under the SEBI (Depositories and Participants) Regulations, 1996 in accordance with the agreement entered into with the Client.

1.11. **"Client Bank Account"** means one or more bank accounts opened, maintained and operated by the Portfolio Manager for the purpose of managing funds on behalf of the Client with any Scheduled Commercial Bank.

1.12. "**Corpus Investment Value**" shall mean monies given and value of securities at the time of initial funding or subsequent top-up of DPMS account, by the client and included by the Portfolio Manager in its Assets under Management or Assets under Advisory in accordance with SEBI PMS regulations.

1.13. "**Custodian**" means an entity that has been granted a certificate of registration to carry on the business of custodian of securities under the Securities and Exchange Board of India (Custodian of Securities) Regulations, 1996

1.14. **"Discretionary Portfolio Management Services"** means the Portfolio Management Service rendered to the Client by the Portfolio Manager on the terms and conditions contained in this Agreement and in accordance with the various provisions of the Act, rules and Regulations and/or other Applicable Laws in force and amendments made from time to time where the Portfolio Manager exercises discretion as to the investment and the management of the Assets of the client entirely at the Client's risk, in such manner as the Portfolio Manager may deem fit in accordance with the terms of this Agreement.

1.15. **"Depository"** means Depository as defined in Depositories Act, 1996 (22 of1996)

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1.16. **"Derivatives" shall have the definition as per the** Securities Contract Regulation Act, 1956 .

1.17. **"Disclosure Document"** means the disclosure document filed by the Portfolio Manager with SEBI and as may be amended by the Portfolio Manager from time to time pursuant to the Regulations.

1.18. **"Depository Account"** means one or more omnibus accounts opened, maintained and operated by the Portfolio Manager for the purpose of managing custody of Securities, whether listed or unlisted on behalf of the investors with any Depository or Depository Participant registered under the SEBI (Depositories and Participants) Regulations 1996.

1.19. **"Financial Year"** means the year starting from April 1 to March 31 the following year.

1.20. **"Funds"** means the monies managed by the Portfolio Manager on behalf of the Client pursuant to the Agreement and includes the monies and securities mentioned in the Application, any further monies and securities placed by the Client with the Portfolio Manager for being managed pursuant to the Agreement, the proceeds of the sale or other realization of the Portfolio and interest, dividend or other monies arising from the Assets, withdrawals, expenses and accruals so long as the same is managed by the Portfolio Manager in accordance with the provisions of this Agreement

1.21. **"High Water Mark"** shall mean the higher of either 'corpus investment value' or 'highest NAV' at which client has paid performance fees historically'.

1.22. **"Lock-in period"** shall mean the time period during which withdrawal of investment by the client from Portfolio Management Services shall be subject to penal charge in the form of 'exit load' being levied by the Portfolio Manager on such withdrawal. Such exit load would be mentioned in the schedules to this agreement and shall be levied in accordance with the terms agreed upon between client and the Portfolio Manager.

1.23. **"Net Asset Value"** or **"NAV"** for any given day will be calculated by aggregating the following:

a) The total market value of all Securities in client's account as on the end of the day,
b) Cash/Bank balance in client's account as at the end of the day,
c) All income (dividend, interest, etc.) accrued on the investments in client's account over the course of the day.
d) And reducing from this aggregate the charges, fees, expenses and other costs payable by client.
e) All receivables and payables due from / to the client at the end of the day.

1.24. **"Minimum Investment"** for the purpose of compliance with SEBI's PMS Regulations shall be computed by aggregating the market value of all securities and cash/bank balance of Client which are being managed by the Portfolio Manager at the time of such computation. Client has to adhere to minimum investment requirement specified by SEBI or the Portfolio Manager, whichever is higher.

1.25. **"Parties"** means the Portfolio Manager and the Client; and "Party" shall be construed accordingly.

1.26. **"Person"** includes an individual, a Hindu Undivided Family, a corporation, Company (as defined in section 2(20) of the Companies Act, 2013), a Body Corporate as defined in section 2 (11) of the Companies Act, 2013, a partnership (whether limited or unlimited), a limited liability company, a body of individuals, an association, a proprietorship, a trust, an institutional investor and any other entity or organization whether incorporated or not, whether Indian or foreign, including a government or an agency or instrumentality thereof.

1.27. **"Portfolio"** means the Securities and cash/bank balances managed by the Portfolio Manager on behalf of the Client pursuant to the Agreement and includes any Securities mentioned in the schedules and any further Securities placed by the Client with the Portfolio Manager for being managed from time to time, Securities acquired by the Portfolio Manager through investment of Funds and bonus and rights shares or otherwise in respect of Securities forming part of the Portfolio, so long as the same is managed by the Portfolio Manager.

1.28. **"Portfolio Manager"** shall have the same meaning as given in regulation 2 (1)(o) of the SEBI (Portfolio Managers) Regulations, 2020 as amended from time to time.

1.29. **"Portfolio Management Fees"** shall have the meaning attributed thereto in Clause [11] below.

1.30. **"Portfolio Management Services"** means the Discretionary Portfolio Management Services or Non-Discretionary Portfolio Management Services or Advisory Services, as the context may be and may include services such as advisory, investment management, custody of securities and keeping track of corporate benefits associated with the securities.

1.31. "**Power of Attorney**" means the power of attorney to be executed by the Client is favor of the Portfolio Manager in the format specified by the Portfolio Manager, including any additional powers of attorney from time to time, in favor of the Portfolio Manager.

1.32. **"Principal Officer"** means a senior employee or director of the Portfolio Manager who assumes responsibility for the activities of the

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Portfolio Manager and who has been designated as such by the Portfolio Manager.

1.33. **"Regulations"** means the Securities and Exchange Board of India (Portfolio Managers) Regulations, 2020 as amended from time to time;

1.34. **"Schedule to the Agreement"** means the schedules to this Discretionary Portfolio Investment Management Service agreement which have been filled, signed and executed by the client for the purpose of availing portfolio management services from the portfolio manager in accordance with terms of this DPMS agreement & includes any amendment thereto made in writing upon mutual consent of the Parties hereto. These schedules could be executed at the time of signing of this agreement or at any date subsequent to date of execution of this agreement and it is hereby understood between parties that if Portfolio Manager accepts client's request received from client's email address registered with the Portfolio Manager provided such request is regarding change in information submitted **by the client** at the time of account opening with portfolio manager, fees, top up, redemption or alteration of terms and details listed in schedules to this agreement then it shall be considered as a valid amendment to this Agreement and schedules thereto.

1.35. **"SEBI"** means 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 as amended from time to time.

"Securities" includes:

i. "Securities" as defined under the Securities Contracts (Regulations) Act,1956;
ii. Shares, scrips, stocks, bonds, debentures, debenture stock or other marketable securities of a like nature in or of any incorporated company or other Body Corporate;
iii. derivative;
iv. units or any other instrument issued by any collective investment scheme to the investors in such schemes;
v. security receipt as defined in clause (zg) of section 2 of the Securitization and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002;
vi. units or any other such instrument issued to the investors under any mutual fund scheme;
vii. any certificate or instrument (by whatever named called), issued to an investor by any issuer being a special purpose distinct entity which possesses any debt or receivable, including mortgage debt, assigned to such entity, and acknowledging beneficial interest of such investor in such debt or receivable, including mortgage debt;
viii. Government securities;
ix. such other instruments as may be declared by the Central Government to be securities;
x. rights or interest in securities;
xi. Exchange Traded Funds; and
xii. Liquid Funds

2. INTERPRETATION

2.1 In this Agreement, the headings are for convenience only and shall not constrain or affect its construction or interpretation.

2.2 In any way whatsoever, words and expressions used in this Agreement, the Schedules to this agreement and the Disclosure Document not expressly defined herein or the regulations shall be interpreted according to their general meaning and usage. The definitions are not exhaustive. They have been included only for the purpose of clarity and shall also carry meanings assigned to them in regulations governing Portfolio Management Services.

2.3 All references to the masculine shall include the feminine and all references, to the singular shall include the plural and vice-versa.

2.4 If by the terms of this agreement, any act would be required to be performed on a day which is a Public Holiday, that act shall be deemed to have been duly performed, if performed on or within the period ending on the immediate next Business Day.

2.5 All references to "Rs." refer to Indian Rupees. A "crore" means "ten million" and a "lakh" means a "hundred thousand".

3. PORTFOLIO MANAGEMENT SERVICES

3.1 The Portfolio Manager shall provide Discretionary Portfolio Management services which shall be in the nature of investment consultancy and administrative management with the objective of generating reasonable return for the Clients' investments and the Portfolio Manager shall have full discretion to determine from time to time the Securities to be purchased, sold or exchanged and the portion of the Assets of the Client Account to be held uninvested, including the custody of the unlisted securities, monitoring the book closure and corporate actions due on Securities such as – dividends, bonus, rights etc., so as to ensure that all the benefits accrue to the Client's Portfolio, for an agreed fee and for a period as hereinafter described, entirely at the Client's risk. The Portfolio Manager may from time to time introduce Investment Approach and may launch new Investment Approach for the benefit of its Clients. The Clients may invest in one or more of such Investment Approach in accordance with terms and conditions listed in this agreement by

All Applicants Sign

filing and executing the relevant schedule(s) to this agreement. For the present, the Client has selected the investment approach as outlined in the Schedules to this Agreement and which is included in the disclosure document filed with SEBI and published on Portfolio Manager's website (https://marcellus.in).

3.2 For the consideration and on the terms and conditions contained herein, the Portfolio Manager agrees to provide to the Client, and the Client agrees to avail of, the Discretionary Portfolio Management Services.

3.3 The Client hereby appoints the Portfolio Manager and entrusts the Assets to the Portfolio Manager for the purposes of Discretionary Portfolio Management Services. The Portfolio Manager shall act in a fiduciary capacity and as a trustee and agent of the Client's account.

3.4 The Portfolio Manager shall be entitled to take such action or steps or omit to take any action or steps as it shall in its sole discretion consider necessary to ensure compliance with the Applicable Laws, including taking of any action to avoid or mitigate any loss arising as a result of a change in the Applicable Laws and such action or step so taken by the Portfolio Manager as a consequence thereof shall be binding upon the Client.

4. FUNCTIONS, OBLIGATIONS, POWERS, DUTIES AND RESPONSIBILITIES OF THE PARTIES:

4.1 The Portfolio Manager shall deploy the funds in accordance with the relevant Investment Approach selected by the Client and in accordance with the SEBI (Portfolio Managers) Regulations, 2020, as may be amended from time to time, and the guidelines issued thereunder and any other Applicable Laws.

4.2 The Portfolio Manager agrees that it shall observe integrity and fairness in its dealings with the Client and acknowledges that it shall use its best efforts to avoid any conflict of interest in relation to its investment decisions and shall not derive any direct or indirect benefit out of the Client's funds and securities except as provided for in this Agreement.

4.3 Simultaneous with the execution of this Agreement the Client shall execute and deliver to the Portfolio Manager a Power of Attorney in the format specified by the Portfolio Manager authorizing the Portfolio Manager or any person appointed by the Portfolio Manager in this behalf to open and operate bank and depository accounts, buy and sell Securities and do other acts on behalf of the Client.

4.4 The Client hereby authorizes the Portfolio Manager, either by itself or through any person appointed by it, to do all such acts on behalf of the Client as the Portfolio Manager may in its absolute discretion consider necessary or advisable for the purpose of rendering Discretionary Portfolio Management Services including, without limitation,:- (i) opening, operating and closing one or more bank accounts and one or more depository accounts, (ii) transferring the Funds and Portfolio (deposited by the Client with the Portfolio Manager) to the Client Bank Account and Client Depository Account, (iii) purchasing, subscribing to or otherwise acquiring or investing in Securities and paying the consideration for the same, (iv) selling, redeeming, transferring or otherwise dealing with or disposing of Securities and receiving the consideration for the same (v) holding the Assets in the name of the Client or the Portfolio Manager or any custodian, nominee or agent of the Client or the Portfolio Manager as the Portfolio Manager considers appropriate in terms of applicable regulation and Power of Attorney (vi) appointing brokers, custodians and others in relation to the Discretionary Portfolio Management Services and entering into agreements with them (vii) executing such documents as may be necessary (viii) receiving dividend, interest and other accretions and amounts in respect of the Assets (ix) paying all amounts (including any calls) required to be paid in connection with the Discretionary Portfolio Management Services and/or this Agreement including the Portfolio Management Fees and expenses incurred for or in connection with rendering Discretionary Portfolio Management Services.

4.5 The Portfolio Manager may open and operate under the Power of Attorney a Client Bank Account in the name of the client with any bank at the discretion of the Portfolio Manager. The account shall be used only for the purpose of the purchase of securities allowed as per the terms of this Agreement, for payment of allowable expenses/fees/taxes etc. as stated in the agreement and schedules thereto and for receiving payment on account of sale or redemption of Securities/Dividend for the Client. The Portfolio Manager shall not use the Funds in any other manner. The Portfolio Manager shall not use the Funds of one client for the benefit of the other client. The account of the Client shall be segregated from the account of the other clients and shall be maintained separately.

4.6 The Portfolio Manager may open and operate under the Power of Attorney a "Client Depository Account" for and on behalf of the Client for depositing the securities and fully operate the same for the purpose of such agreement. Such Depository Account (DP) may be opened with Kotak Mahindra Bank Ltd. or with any other DP (of CDSL or NSDL, as the case may be) at the discretion of the Portfolio Manager. Provided that any unlisted Securities may be held by the Portfolio Manager or any custodian appointed by the Portfolio Manager in such manner in the Depository Account or in Clients' Depository Account, as specified by the regulations from time to time.

4.7 The Portfolio Manager may at its discretion deal in Securities on behalf of the Clients through Kotak Securities Limited or Motilal Oswal Financial Services Limited or any other broker, being a Member Broker of National Stock Exchange of India Limited (NSE) and Bombay Stock Exchange Limited (BSE) or through any other registered member broker.

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4.8 The Portfolio Manager shall in the books of accounts as required under the SEBI (Portfolio Managers) Regulations, 2020, maintain separate Client wise accounts in respect of the Funds and Securities handed over by the Client to the Portfolio Manager and the transactions carried out for the Clients from time totime.

4.9 The Client agrees that the Portfolio Manager shall be entitled to deal with the Assets, invest the Funds in Securities, sell, redeem or liquidate Securities or otherwise disinvest or change the Securities forming part of the Portfolio in such manner as the Portfolio Manager may in its absolute and unrestricted discretion consider appropriate. All such decisions, including decisions as to the Securities in which investment should be made and the nature, quantity, timing and other details of the investments, disinvestments and other dealings with the Assets shall be at the absolute and unfettered discretion of the Portfolio Manager who shall not be required to give any notice to, or take any approval of, the Client for the same. However, the Portfolio Manager shall not lend Securities held on behalf of the Client except if authorized by the Client in writing to participate in Securities lending.

4.10 The Client has expressly and with full knowledge of the implications conferred absolute and unfettered discretion on the Portfolio Manager in relation to all decisions concerning the Discretionary Portfolio Management Services (including, in relation to the matters referred to in Clause [13.3]) and the Client agrees and confirms that all such decisions of the Portfolio Manager (which shall, in this Agreement, include decisions taken in good faith by any person appointed by the Portfolio Manager in this behalf) shall be binding on the Client and shall not be assailed, challenged, questioned or disputed by the Client at any time during the currency of this Agreement or anytime thereafter except on the ground of malafide, fraud, conflict of interest, or gross negligence. The Client shall not be entitled to hold the Portfolio Manager responsible or liable in any manner whatsoever or claim any damages, losses or other amounts on account of the exercise of such discretion by the Portfolio Manager or any decision taken in good faith by the Portfolio Manager at any time during the currency of this agreement or anytime thereafter except on the ground of malafide, fraud, conflict of interest, or gross negligence.

4.11 The Client agrees and acknowledges that the Client shall not be entitled to give any instructions to the Portfolio Manager in relation to the Discretionary Portfolio Management Services or any decision relating thereto including, in relation to the matters referred to in Clause [4.10].

4.12 The Discretionary Portfolio Management Services and the provisions of this Agreement shall be subject to the Regulations and Applicable Laws; and, notwithstanding anything contained in Clause 4.10 or elsewhere in this Agreement, the Portfolio Manager shall not be required or entitled to make any investments or otherwise deal with the Assets or render the Discretionary Portfolio Management Services in a manner which is contrary to the Regulations or any other Applicable Laws at the relevanttime.

4.13 The Portfolio Manager shall also be entitled to enter into transactions on behalf of the Client for the specific purpose of meeting margin requirements. The Client acknowledges that the Client is aware of the risks of entering into such transactions which risks could include, without limitation delivery of money to intermediaries such as stock brokers for their being able to meet margin requirements in respect of transactions on behalf of the Client, which monies may not be backed by any underlying security and therefore may be unsecured innature.

4.14 The Client hereby agrees and undertakes that until the termination of this Agreement and the closure of client's DPMS account by the Portfolio Manager in this behalf, (i) the Client shall not operate the Bank Accounts opened in the name of the Client and / or Depository Accounts opened in the name of the Client and (ii) the Client shall not enter into any agreement with the custodian appointed by the Portfolio Manager or give any instructions to the custodian in relation to the Assets or this Agreement (iii) the Client shall not create any charge, lien or other encumbrance of any nature over the Assets or otherwise deal with the Assets in any manner whatsoever.

4.15 For the purpose of discharging any of its duties, obligations and functions (whether under this Agreement or under the above mentioned Power of Attorney), the Portfolio Manager may act through any of its officers, employees or representatives or any custodian or other person specifically authorized by the Portfolio Manager (all of whom are hereinafter referred to as the "**sub-delegates**") and may delegate the performance of its duties, discretions obligations, any of powers and authorities hereunder to such sub-delegates.

4.16 Unless the Portfolio Manager otherwise decides, all Assets shall, in the event the Client is a partnership, be held in the name of any one or more of its partners (as the Portfolio Manager may determine) and, in the event the Client is a Hindu Undivided Family, be held in the name of its Karta.

4.17 Unless the Portfolio Manager otherwise decides, the address in respect of the Bank Account, Depository Account, Funds and Securities shall be the address of the Portfolio Manager or the custodian of Securities appointed by the Portfolio Manager from time to time. The Client agrees to provide to the Portfolio Manager or such other person as may be designated by the Portfolio Manager, such information as may be required from time to time, including, without limitation, all changes to the information provided by the Client in the schedules or any "Know Your Client" form in order to enable the Portfolio Manager or other person designated by the Portfolio Manager in this behalf to update the information therein. Without prejudice to the aforesaid, the Client shall inform the Portfolio Manager of (i) his residential status and of any changes thereto and (ii) any restrictions that have been or are imposed upon the acquisition of Securities by the Client.

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4.18 The Client agrees and undertakes to sign all such documents and writings and do all such acts as the Portfolio Manager may require for enabling the Portfolio Manager to render Discretionary Portfolio Management Services or otherwise perform its functions and obligations under this Agreement.

4.19 In the event the Client is not an individual, the Portfolio Manager shall be entitled to rely upon any instructions it believes in good faith to be given by a person who is duly authorized by the Client in this behalf. Without prejudice to the aforesaid, the Portfolio Manager shall be entitled to rely upon a copy of a Board Resolution of the Client authorizing such person to act on behalf of the Client with respect to this Agreement. In the event of revocation of authority of any such person, the Client shall promptly inform the Portfolio Manager of such revocation in writing.

4.20 The Portfolio Manager hereby undertakes to maintain, the details of the Client as mentioned in the Know Your Client form or any other information pertaining to the Client, in confidence and he shall not disclose the same to any person/entity except as required under Applicable Laws and to the sub-delegates and agents as and when required in the normal course of business.

4.21 Provided that the Portfolio Manager may, if required by Applicable Laws or the Regulations, disclose the identity of the Client to the issuer of Securities held as part of the Assets or to the agents of such issuer upon the request of such issuer, or to any Government body, without further consent from the Client.

4.22 Further provided however, that the Portfolio Manager shall be allowed to share the details of the Client as mentioned in the Client registration form or any other information pertaining to the Client with parties/entities other than required under Applicable Laws with the express permission of the Client.

4.23 The Portfolio Manager shall not borrow Funds or Securities on behalf of the Client.

4.24 The Portfolio Manager shall not while dealing with Client's Funds indulge in speculative transactions, that is, it shall not enter into any transaction for purchase or sale of any Security which is periodically or ultimately settled otherwise than by actual delivery or transfer of Security except the transactions in Derivatives. The Portfolio Manager is free to deploy idle cash balances of Client, which many arise from time to time in bank deposits, in liquid or money market or mutual fund schemes, or short dated debt securities, or initial public offer of shares by companies. In no case shall the Portfolio Manager deploy the Funds in unregulated financing mechanism such as badla or discounting of bills of exchange or leading or placement with corporate or non-corporate bodies.

4.25 The Portfolio Manager may:

i) purchase or sell Securities inter-se among Clients;
ii) have business relationships with issuers whose Securities are privately placed and purchase, hold or sell Client's Securities from such stock of Securities;
iii) deal with any broker and/or dealer in Securities, to the extent permitted by Applicable Laws, including entities in the same group. In case of group affiliate transactions, the terms will be on an arm's length basis;
iv) purchase or sell at the prevailing market price for the Client's account, any marketable Securities inter-se among two client's account even if it enjoys business relation with client.

4.26 The portfolio account of the Portfolio Manager shall be audited annually by an independent chartered accountant and a copy of the certificate issued by the chartered accountants shall be given to the Client.

4.27 The Client agrees to sign all such documents and do all such acts as the Portfolio Manager may require to enable the Portfolio Manager to perform its functions and obligations under this Agreement.

4.28 The Portfolio Manager shall maintain reports on its website with limited access to the Client, as required under the SEBI (Portfolio Managers) Regulations, 2020.

4.29 The Client shall disclose in Schedule 1, its interest in various corporate bodies which enables it to obtain unpublished price-sensitive information of such body corporate.

4.30 In case of early termination of the Agreement, the Client shall send to The Portfolio Manager, the set of Account Closure forms (which includes DPMS agreement termination form, Client DP and Bank account closure form), duly signed by all account holders. In the event the Client wants to redeem its investments in cash, the Client shall provide a copy of a cancelled cheque of the bank account where the funds need to be credited upon termination of this Agreement. In case the Client wants to transfer their portfolio stocks into the Client's personal demat account, the Client shall provide a copy of CML (Client Master List) of such personal demat account. The Portfolio Manager shall give effect to the instructions of the Client in case of such termination within 30 (thirty) days from the receipt of the duly filled Account Closure forms as set out hereinabove. The final settlement by the Portfolio Manager upon such termination shall be net off any fees and charges payable by the Client to the Portfolio Manager and the Portfolio Manager shall be entitled to deduct the same.

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5. MINIMUM TENURE AND INVESTMENT

As per the terms specified in Investment Approach contained in Schedule(s) to this Agreement.

6. INVESTMENT OBJECTIVES AND POLICIES

6.1. The Portfolio Manager shall endeavor to apply on a best efforts basis its professional expertise to generate sustainable returns over medium to long term by making investments which primarily comprise of equity and equity linked securities.

6.2. Subject to the Regulations, the Portfolio Manager shall have the sole and absolute discretion to invest the Client's Funds in such Securities, capital and money market instruments or in fixed income Securities of any description.

6.3. The Funds of the Client shall not be deployed in such instruments as may be expressly prohibited by SEBI from time to time.

6.4. The Client may, with the consent of the Portfolio Manager, switch between the Investment Approach during the tenure of this Agreement as per his investment objective and/or invest additional corpus in the same / different Investment Approach. The un-invested amounts may be deployed in liquid fund schemes or other debt-oriented schemes of mutual funds, gilt schemes, bank deposits and other short-term avenues available for investment. The Securities invested/disinvested by the Portfolio Manager for the Clients in the same Investment Approach may differ from Client to Client. The Portfolio Manager may, with the consent of the Client, lend the Securities through an approved intermediary for interest subject to SEBI (Securities Lending and Borrowing) Scheme, 1997. The Portfolio Manager may also invest in futures and options to hedge, to enhance returns, to balance the portfolio or to take such other positions as may be permissible by the SEBI rules, regulations and guidelines. The Portfolio Manager may invest the Funds of the Clients in any mutual fund scheme at the sole discretion of the Portfolio Manager or as mentioned by the Client in the account opening form.

6.5. The Portfolio Manager may ordinarily purchase/sell Securities in aggregate for economies of scale and then inter-se allocate the same amongst its Clients on pro- rata basis and at weighted average price of the day's transactions or separately purchase/sell Securities for each Client.

6.6. For purchases / sales being executed in the Portfolio Manager's name on behalf of its Client, the pay-in / pay-out of Funds and Securities shall be routed through the bank & Depository accounts respectively, following which, the listed securities purchased will be moved to the Client Depository Account and in case of sale of Securities, the Portfolio Manager will pull the Securities to be sold from the Client Depository Account into the Depository Account.

6.7. Any transaction of purchase and sale including that between the Portfolio Manager's own accounts and the Clients' accounts shall be at prevailing market price.

7. TERMS FOR TRADING IN DERIVATIVES

7.1 The Portfolio Manager might transact in derivatives in case it deems it necessary to protect the value of client's portfolios in periods of market instability. If the client does not want the Portfolio Manager to use derivatives at all in his/her portfolio, then, he/she can mention Derivatives as negative security in Schedule 2 and the Portfolio Manager would be barred from using derivatives in the client's portfolio.

7.2 The Client hereby authorizes the Portfolio Manager, either by itself or through any person appointed by it, to do all such acts on behalf of the Client as the Portfolio Manager may in its absolute discretion consider necessary or advisable for the purpose of trading in Derivatives subject to the terms stated herein and only to the extent permissible under the Applicable Laws prevailing at that time. The terms of trading in Derivatives are:

(a) Quantum of Exposure in Derivatives: up to 100% of the market value of the Portfolio, i.e. total exposure of the Portfolio Client in derivatives shall not exceed the Funds placed with the Portfolio Manager.
(b) Manner & Purpose of using Derivative Products: For Hedging, Portfolio rebalancing, yield enhancement or the purpose of taking such positions as may be permitted by the Regulations or any other Applicable Laws.
(c) Type of Derivative instruments: stock and index futures & options and such other products as may be permissible from time to time,
(d) Terms of valuation Derivative products: These products shall be valued at the settlement/closing value (as per accounting policy of the Portfolio Manager) price of the concerned Securities on the Bombay Stock Exchange and / or the National Stock Exchange (as the Portfolio Manager may choose)
(e) Terms of Liquidation: The Derivative instruments will be liquidated at the prevailing market prices or will be allowed to expire at the price specified by the exchange on the expiry date.

7.3 Prior permission shall be required from the Client in the event of any changes in the manner or terms of usage of derivative products.

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8. TAX TREATMENT:

The Portfolio Manager shall not undertake or be liable for any tax planning of the Client under this agreement. Any tax or related information provided by the Portfolio Manager to the Client is for general information purposes only and accordingly, each Investor acknowledges that it has been advised to consult his / her or its own professional tax advisor with respect to the specific tax implications arising out of his/her participation in the Portfolio Management Services, as an investor.

9. CUSTODY AND SAFE KEEPING

9.1 The Client authorizes the Portfolio Manager to hold the Securities (other than listed) Funds belonging to Portfolio account of the Client in the Depository account opened in the name of the Client.

9.2 The Portfolio Manager shall use reasonable care and diligence for the safe custody of the Assets and shall make reasonable endeavors to, at the Client's cost, arrange for the custody of the Assets by, in its discretion, keeping them in its actual control and/or custody or by appointing and using a Custodian or other agent for this purpose. The Client hereby authorizes the Portfolio Manager to enter into such agreements on behalf of the Client with such persons (including, without limitation, Custodians of Securities) as the Portfolio Manager considers appropriate for arranging for the custody of the Assets.

9.3 Subject to clause 9.2 Portfolio Manager shall not be liable if any instruments relating to any of the Securities are damaged, mutilated, torn, destroyed, lost, misplaced or otherwise become unavailable or if any Assets are lost, stolen, destroyed or pilfered in any manner.

10. WITHDRAWAL OF ASSETS

10.1 Subject to the provisions of this Agreement, lock in period and exit load as specified in Clause 5, the Client may at any time, at the Client's risk and cost, withdraw any Assets from Discretionary Portfolio Management Services during the term of this Agreement by giving not less than 30 days' notice of the same to the Portfolio Manager in such form as the Portfolio Manager may prescribe from time to time. However, Portfolio Manager may accept notice of shorter period at his absolute discretion. Partial withdrawal shall be allowed only to such extent that portfolio value after recovery of fees, charges, exit load and payment of withdrawal amount is not less than the Minimum Investment specified in schedules to this agreement.

10.2 Subject to the provisions of this Agreement, the Client may at any time withdraw any Assets from Discretionary Portfolio Management Services at the cost and risk of the Client in any of the following circumstances, namely:

(i) Termination of this Agreement by the Portfolio Manager for any reason;
(ii) Suspension or cancellation of registration of the Portfolio Manager by SEBI: or
(iii) Bankruptcy or liquidation of the Portfolio Manager.

11. CHARGES AND FEES

11.1 The Client agrees to pay the Portfolio Management Fee to the Portfolio Manager at the rates and in the manner provided in this Agreement and the schedules hereto. The schedules with the specific details of the client, investment approach and details of fee and charges shall form an integral part of this Agreement.

11.2 Portfolio Management fees may be debited to the Client account on due date by the Portfolio Manager and the note to that effect would be sent to the Client along with the workings. The Client should get back to the Portfolio Manager within 7 calendar days from the receipt of such note if he has any queries regarding the workings.

11.3 The fees payable by the Client can be disbursed by issue of an account payee cheque/DD in favour of personalized managed accounts, if the Portfolio Manager receives specific written request from the Client to that effect instead of direct debit to Client's account. However, Portfolio Manager shall have the discretion to debit the account of the Client for recovery of outstanding fees if payment is not made by the Client within 15 calendar days from the receipt of debit note.

11.4 In the event that the due date for any payment to be made /received by either Party falls on a bank holiday, the due date for such payment / receipt shall be deemed to be the business day immediately following the bank holiday.

11.5 In the event of a change in the Portfolio Management Fees, the Portfolio Manager and the Client shall thereupon mutually agree upon a Portfolio Management Fee payable to the Portfolio Manager, and the provisions of the schedules hereto shall be modified or substituted accordingly.

11.6 The Parties agree that all functions in relation to the Discretionary Portfolio Management Services or otherwise pursuant to this Agreement shall be performed by the Portfolio Manager for and on behalf of, and at the risk and cost of the Client and all liabilities concerning the Assets or the Discretionary Portfolio Management Services shall be to the account of the Client. In addition to the

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Portfolio Management Fee, all costs, fees, Entry loads, Exit loads, charges and expenses of whatsoever nature incurred by the Portfolio Manager or any other person appointed by the Portfolio Manager arising out of or in connection with or in relation to the management, acquisition, holding, custody, sale and/or transfer, of the Assets or the rendering of the Discretionary Portfolio Management Services or the performance of any act pursuant to or in connection with this Agreement including, without limitation to the generality of the aforesaid, the expenses and cost of safe keeping of Assets, charges of any Bank / Depository Participant and/or Custodian, fund accountant appointed specifically for NRI Clients or for others, registration and transfer charges in respect of Securities, including legal fees of the Portfolio Manager incurred on behalf of the Client, brokerage and stamp duty shall be paid or reimbursed by the Client. Illustrative and non-exhaustive list of charges and costs associated with the DPMS offering are listed in schedules to this agreement.

11.7 The Portfolio Manager shall have a right to appropriate the amounts payable to it under Clause 11 or under any other provision of this Agreement from the Assets and the Portfolio Manager may for this purpose sell or otherwise liquidate the Portfolio or any part thereof. The Portfolio Manager shall have a right of lien and set off on the Portfolio for such amounts and any right of the Client to withdraw the Assets or any part thereof shall be subject to the Portfolio Manager having first received all such amounts.

11.8 Fees shall be charged on any infusion/withdrawal of Funds on a pro rata basis based on the number of days on the basis of a 365-day year (366 days in leap year) for which the Funds have been managed. The amount so calculated will be added / reduced from the above calculation to arrive at the fee to be charged.

12. PORTFOLIO VALUATION FOR CALCULATING FEES

12.1 The market value of any Securities for computing the Portfolio Value /Net Asset Value shall be the market price of the concerned Securities on the Bombay Stock Exchange and /or the National Stock Exchange (as the Portfolio Manager may choose) on the relevant date.

12.2 The closing price of the concerned Securities on the Bombay Stock Exchange and / or the National Stock Exchange (as the Portfolio Manager may choose) as on the date of transfer of the securities by the Client to the Client Depository Account which is operated by Portfolio Manager.

12.3 Calculation

12.1. The Net Asset Value for any given day will be calculated by aggregating the following:

a) The total market value of all Securities in client's account as on the end of the day,
b) Cash/Bank balance in client's account as at the end of the day,
c) All income (dividend, interest, etc.) accrued on the investments in client's account over the course of the day.
d) All receivables and payables due from / to the client at the end of the day.
e) And reducing from this aggregate the charges, fees, expenses and other costs payable by client.

Illustrative examples for calculating fees are set out in schedules to this agreement.

13. CONFLICT OF INTEREST

13.1 The Client shall from time to time promptly disclose to the Portfolio Manager in writing the details of the interest of the Client in any listed company or other corporate body which may enable the Client to obtain unpublished price sensitive information in respect of such company or corporate body. The Client shall keep the Portfolio Manager indemnified against the consequences of any non-disclosure in this respect.

13.2 The Client may from time to time promptly inform the Portfolio Manager in writing the details of all shares (which term, in this clause, includes any instruments carrying voting rights) held by the Client in any listed company or corporate body in order that the purchases of shares by the Portfolio Manager on account of the Client do not attract any provisions of the SEBI (Substantial Acquisition of Shares & Takeovers) Regulations, 2011 **("the Takeover Regulations")**. Compliance with the provisions of the Takeover Regulations on account of any purchases of Securities under Discretionary Portfolio Management Services shall be the responsibility of the Client, and the Client shall keep the Portfolio Manager indemnified against the consequences of any non-compliance thereof by the Client.

13.3 The Client agrees and accepts that the Portfolio Manager may, from time to time

(a) acquire, have and / or maintain a position in any security similar to the Securities forming part of the Securities held, purchased or sold for the Client's account;

(b) purchase or sell on behalf of the Client any Security which forms part of the portfolio of the Portfolio Manager or its other Clients or which is otherwise purchased, sold or traded in by the Portfolio Manager on its own account or on account of its other Client(s);purchase or sell on its own account or on behalf of any other Client, any Security which forms part of the Portfolio.

(c) have a commercial or other relationship or agreement with share and stock- brokers, banks and companies with whom or through whom transactions are carried out for purchase and sale of any of the Securities or with any issuer of Securities

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whose Securities are purchased and or sold for theClient;

(d) deal on the Client's behalf with any Affiliate of the Portfolio Manager as long as the terms are as favorable to the Client as would be ordinarily obtained from a concern which is not an Affiliate;

(e) purchase or sell Securities from or to anyone with whom the Portfolio Manager has a commercial or other relationship or agreement, including selling or purchasing the Securities to or from the account of the Portfolio Manager or another Client of the PortfolioManager;

(f) act as principal, agent or broker in any transaction; and in such event, the Portfolio Manager shall be separately compensated for its actions in that capacity;

(g) employ, retain or appoint any Affiliate of the Portfolio Manager as broker, custodian, investment adviser, consultant or in any other capacity for carrying out any of the functions or work relating to the Discretionary Portfolio Management services provided to theClient;

(h) deal with any Affiliate of the Portfolio Manager on a principal to principal basis for any buying, selling or otherwise in any act relating to the Discretionary Portfolio Management Services provided to theClient.

13.4 The Portfolio Manager may, from time to time invest in Securities, for the issue of which the Affiliates of the Portfolio Manager may be the lead managers, underwriters, merchant bankers, advisors or otherintermediaries.

For the purposes of this clause [13.4], **"Affiliate"**, in relation to the Portfolio Manager, shall include any company, body corporate, firm, individual or other person who or which is an affiliate of or who or which is in any manner associated with or related to the Portfolio Manager or any director, shareholder or employee of the Portfolio Manager or any holding company or subsidiary of the Portfolio Manager or any company under common control of the Portfolio Managers' holding company.

13.5 The Portfolio Manager may from time to time invest in units of Mutual Fund Schemes for which Portfolio Manager may be the investment manager.

14. INDEMNITY

14.1 The Client shall indemnify and keep indemnified the Portfolio Manager and each of the sub-delegates and agents working for the Portfolio Manager of, from and against all and any costs, charges, expenses, claims, losses and liabilities incurred or to be incurred by the Portfolio Manager including any stamp duty, rates, taxes, and cess; where such costs, charges, expenses, claims and liabilities are directly or indirectly arising out of: (a) the performance of the Portfolio Manager under this Agreement; (b) the communication between the Client and the Portfolio Manager under this Agreement; (c) the Client's failure to comply with its obligations under this Agreement; and (e) the enforcement of this Agreement.

14.2 The Client hereby unconditionally and irrevocably undertakes to the Portfolio Manager that:

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

(b) the Client shall also promptly and in a timely manner pay all the aforesaid taxes as and when the same are to the paid under law;and

(c) the Client shall promptly and in a timely manner file all tax returns, statements, applications under the provisions of law.

14.3 The Client shall indemnify and keep indemnified the Portfolio Manager and the sub- delegates and hold the Portfolio Manager and the sub-delegates harmless and fully protected and free from any liability from and against:

a) all costs charges and expenses incurred and/or to be incurred by the Portfolio Manager and the sub delegates and agents, and

b) wealth-tax, income tax, interest for delayed payment of income tax or wealth tax, penalty, prosecution and/or any other action taken, and /or which may be taken or enforced or recovered against the Client and/or the Portfolio Manager and/or any sub-delegate and agent;

and if any of the same shall have been recovered from the Portfolio Manager or any sub-delegate or agent or if the Portfolio Manager or any sub-delegate or agent is held responsible for any of the aforesaid by any taxing authority, then the Client shall forthwith on demand pay and / or reimburse to the Portfolio Manager such amount as may be required, in the opinion of the Portfolio Manager to pay to the tax authorities (whether or not such payment has been lawfully demanded by the tax authorities).

Further if any tax is required to be withheld/deducted (such as tax deducted at source) on account of any existing or future legislations, the Portfolio Manager will be obliged to act in accordance with the regulatory requirement in thisregard

15. STATEMENT AND INFORMATION

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15.1 The Portfolio Manager shall furnish to the Client periodically, in writing all the information regarding the Assets and all purchases and sales of Securities made by the Portfolio Manager on behalf of the Client as provided herein on quarterly basis. The Portfolio Manager shall furnish to the Client a report for such three-month period containing the following details, namely:

a) the composition and the value of the Assets (Funds and Securities), description of the Securities, number of Securities, value of each Security held as part of the Assets, cash balance and aggregate value of the Assets as on the date of report.
b) transactions undertaken by the Portfolio Manager during period covered by the report including date of transaction and details of purchases andsales.
c) income or other interest received during the concerned period in respect of the Assets by way of interest, dividend, bonus shares, rights shares or debentures or otherwise.
d) expenses incurred in managing the Assets of theClient;

Provided that during any such three month period, if the term of this Agreement shall expire on a date other than the last day of June, September, December or March as the case may be, of a calendar year, the period covered by the last of such quarterly report shall end on that date.

Nothing herein shall extend the obligation of the Portfolio Manager to provide any information relating to any other investments or Securities of the Client which do not form part of the Assets.

e) such other documents and information relating to the Discretionary Portfolio Management Services provided to the Client by the Portfolio Manager and the Assets as the Portfolio Manager may determine.
f) details of risk foreseen by the portfolio manager and the risk relating to the securities recommended by the portfolio manager for investment or disinvestment
g) default in payment of coupons or any other default in payments in the underlying debt security and downgrading to default rating by the rating agencies, if any
h) details of commission paid to Introducer(s) for the particular client.
i) other information as may be required to be included in such report by SEBI (Portfolio Managers) Regulations, 2020 or other circulars issued by regulatory authorities

15.2 The Portfolio Manager shall get its Portfolio Accounts audited annually in accordance with the provisions of the SEBI (Portfolio Manager) Regulations, 2020 by an independent Chartered Accountant.

15.3 The Client may himself or through an appointed Chartered Accountant audit the books and accounts of the Portfolio Manager relating to his transactions and the Portfolio Manager shall cooperate with such Chartered Accountant in course of the audit.

15.4 On termination of the Agreement, the Portfolio Manager shall give a detailed statement of accounts of the Assets to the Client and settle accounts with the Client in a mutually agreed manner. The Client shall bear all costs, charges and taxes that may become payable as a consequence of settling of accounts of the Assets. In the event of any dispute between the Portfolio Manager and the Client, the Client shall have the right to obtain details of the Assets from the Portfolio Manager and the Portfolio Manager shall provide these details to the Client, at the cost of the Client for a period of 5 (five) years after the termination of the Agreement, or such longer term as may be determined by the Portfolio Manager.

15.5 Hard copies and soft copies of this Agreement and ancillary documents shall be stored at the Corporate address of the Portfolio Manager or at the discretion of the Portfolio Manager it can be stored in any place in India.

16. NO WARRANTY OF PORTFOLIO MANAGER/RISK FACTORS:

The investments made in Securities are subject to market risk and there is no assurance or guarantee that the objectives of investments will be achieved, and the Portfolio Manager has no liability for any losses resulting from the Client availing of the Portfolio Management Services. The following are the current risk factors as perceived by management of the Portfolio Manager. This list is not intended to be exhaustive in nature and is merely intended to highlight certain risks that are associated with investing in Securities:

(i) Investment in equities, derivatives and mutual funds and Exchange Traded Index Funds are subject to market risks and there is no assurance or guarantee that the objective of investments will be achieved.
(ii) As with any investment in Securities, the Net Asset Value of the portfolio can go up or down depending upon the factors and forces affecting the capital markets.
(iii) The performance of the portfolio may be affected by changes in Government policies, general levels of interest rates and risks associated with trading volumes, liquidity and settlement systems in equity and debt markets.
(iv) The past performance of the Portfolio Manager does not indicate its future performance. Investors are not being offered any guaranteed returns.
(v) The performance of the Assets of the Client may be adversely affected by the performance of individual Securities, changes in the market place and industry specific and macro-economic factors. The investment approach are given different names for convenience purpose and the names of the approaches do not in any manner indicate their prospects or returns.
(vi) Investments in debt instruments and other fixed income securities are subject to default risk, liquidity risk and interest rate risk. Interest rate risk results from changes in demand and supply for money and other macroeconomic factors and creates price changes in the value of the debt instruments. Consequently, the Net Asset Value of the portfolio may be subject to fluctuation.

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

(viii) The Portfolio Manager may invest in non-publicly offered debt securities and unlisted equities. This may expose the Client's portfolio to liquidity risks.

(ix) Engaging in Securities lending is subject to risks related to fluctuations in collateral value/settlement/liquidity/counter party. The Portfolio Manager may use derivatives instruments like index futures, stock futures and options contracts, warrants, convertible securities, swap agreements or any other derivative instruments for the purpose of hedging and portfolio balancing, as permitted under the Regulations and guidelines. Usage of derivatives will expose the Portfolio to certain risks inherent to such derivatives. As and when the Portfolio Manager deals in the derivatives market on behalf of the Client, there are risk factors and issues concerning the use of derivatives that investors should understand.

(x) Derivative products are specialized instruments that require investment techniques and risk analyses different from those associated with stocks and bonds. The use of a derivative requires an understanding not only of the underlying instrument but of the derivative itself.

(xi) 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 the possibility that a loss may be sustained by the portfolio as a result of the failure of another party (usually referred to 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.

(xii) Re-investment Risk: This risk refers to the interest rate levels at which cash flows received from the Securities under a particular portfolio are reinvested. The additional income from reinvestment is the "interest on interest" component. The risk is that the rate at which interim cash flows can be reinvested may be lower than that originally assumed.

(xiii) There are inherent risks arising out of investment objectives, investment approach, asset allocation and non-diversification of portfolio.

(xiv) Prepayment risk: there may be unscheduled return of principal on a particular Security, which may result in a reinvestment risk.

(xv) Credit Risk: Credit risk or default risk refers to the risk that an issuer of a fixed income Security may default Because of this risk corporate debentures are sold at a higher yield above those offered on Government Securities which are sovereign obligations and free of credit risk. Normally, the value of a fixed income security will fluctuate depending upon the changes in the perceived level of credit risk as well any actual event of default.

(xvi) The Net Asset Value may be affected by changes in settlement periods and transfer procedures.

(xvii) Risks related to index linked securities: Performance of the reference index will have a direct bearing on the performance of the strategy. In the event the reference index is dissolved or withdrawn by the Index Provider; in case of Securities such as debentures, the debenture trustees upon request by the issuer may modify the terms of issue of the debentures so as to track a different and suitable index. Tracking errors are also inherent in any equity linked security and such errors may cause the equity index-linked security to generate returns which are not in line with the performance of the reference index or one or more Securities covered and/or included in the reference index.

(xviii) Risks pertaining to investments in Gold ETF's will be as provided in the disclosure document of the Portfolio Management Services. However, some of the specific risks may include market risks, currency risks, counter party risk, liquidity risk and loss of physical gold.

(xix) Currency Exchange Rate Risk: The Client's portfolio may from time to time enter into currency exchange transactions either on a spot basis or by buying currency exchange forward contracts. Neither spot transactions nor forward currency exchange contracts eliminate fluctuations in the price of the Client's portfolio Securities or in foreign exchange rates or prevent losses if the prices of these Securities should decline. Performance of the Client's Portfolio may be strongly influenced by movements in foreign exchange rates because currency positions held by the Client's portfolio may not correspond with the Securities positions held.

(xx) In case of investments in mutual fund, the Client bear the recurring expenses of the Portfolio Manager in addition to the expenses of the underlying mutual fund schemes. Hence, the Client may receive lower pre-tax returns compared to what the Client may have received had he invested directly in the underlying Securities of the mutual fund schemes.

(xxi) After accepting the corpus for management, the Portfolio Manager may not get an opportunity to deploy the same or there may be a delay in deployment. In such a situation the Client may suffer opportunity loss.

(xxii) Risks associated with investment in equity instruments using Quantitative Analysis/ Quant Model: Some of the Risks attached with Quantitative Analysis are: (i) Market Risk: Like any other equity investments, these are subject to marketrisk.(ii) Modeling Error: Quant models are subject to price and volume inputs. It is possible that some of these inputs are entered incorrectly. The quant model selected by the Portfolio Manager may not perform as tested; such a scenario is entirely possible and would result in a loss.(iii) Deviation from theoretical model: A quant model is theoretical in nature, however at times the market may act unexpectedly resulting in a loss, the quant model cannot account for any such market behavior. The quant model may initiate a sell signal; however, the stock may not have adequate liquidity at that moment forcing the portfolio manager to further drive down the stockprice.

(xxiii) Spread risk: Investments in corporate bonds are exposed to the risk of widening of the Spread between corporate bonds and gilts. Prices of corporate bonds tend to fall if this spread widens which will affect the Strategy accordingly.

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(xxiv) Liquidity or Marketability Risk: This refers to the ease with which a security can be sold at or near to its valuation yield-to-maturity (YTM). The primary measure of liquidity risk is the spread between the bid price and the offer price quoted by a dealer.

(xxv) Risks related to Special Situations: Special situation trades are subject to all risks under equity; however, in certain cases the risks can be specific as are mentioned: (i) The promoter may choose not to accept the discovered prices (ii) Regulatory hurdles may delay any specific corporate action.

(xxvi) Risk Associated with Securitized Debt: Securitized debt may suffer credit losses in the event of the delinquencies and credit losses in the underlying pool exceeding the credit enhancement provided. As compared to the normal corporate or sovereign debt, securitized debt is normally exposed to a higher level of reinvestment risk.

(xxvii) Risk factor specifically while using Options: The Portfolio Manager might buy options to enhance yield. In buying options the profit potential is unlimited, whereas the maximum risk is the premium paid to buy the options. The Portfolio Manager may use Derivatives instruments like equity futures & options, or other Derivative instruments as permitted under the Regulations and guidelines. Usage of Derivatives will expose the strategies to liquidity risk, open position risk, and opportunities risk etc. Such risks include the risk of mispricing or improper valuation and the inability of Derivatives to correlate perfectly with underlying assets, rates and indices. In case of the Derivative strategies, it may not be possible to square off the cash position against the corresponding Derivative position at the exact closing price available in the Value Weighted Average Period.

(xxviii) Risk factors associated with 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 the strategies to be pursued by the Portfolio Manager involve uncertainty and the decision of Portfolio Manager may not always be profitable. No assurance can be given that the Portfolio Manager will be able to identify or execute such strategies. The risks associated with the use of Derivatives are different from or possibly greater than, the risks associated with investing directly in securities and other traditional investments. Trading in derivatives has the following risks: (i) An exposure to Derivatives in excess of the hedging requirements can lead to losses. (ii) An exposure to Derivatives, when used for hedging purpose, can also limit the profits from a genuine investment transaction. (iii) Derivatives carry the risk of adverse changes in the market price. (iv) Illiquidity Risk i.e. risk that a Derivative trade may not be executed or reversed quickly enough at a fair price, due to lack of liquidity in the market.

(xxix) The risks of investing in equity instruments include share price falls, receiving no dividends or receiving dividends lower in value than expected. They also include the risk that a company restructure may make it less profitable.

(xxx) Equity instruments face market volatility risk: Stock market tends to be very volatile in the short term. Even if fundamentals of the underlying companies do not materially change in the short term, volatility in the broader stock market can result in volatility in share prices of stocks forming part of the Client's portfolio

(xxxi) Equity instruments face fundamental risk: If fundamentals of the companies chosen by the Portfolio Manager deteriorate over time, there is no guarantee or assurance that the Portfolio Manager's analysts and fund managers will be able to identify such deterioration in fundamentals and take appropriate action in a timely manner which could lead to higher volatility and a lower return from the portfolio companies.

(xxxii) Equity instruments face macro-economic and geo-political risks: Sudden changes to the macro-economic and geo-political environment within which Portfolio Manager's companies operate, could lead to increase in volatility of share prices of these companies.

(xxxiii) Operational and IT Risk: there may be risks related to the exposure to loss due to human error or fraud, or from a system of internal controls that fails to adequately record, monitor and account for transactions or positions. There may also be risks related to hardware and software failure, human error, spam, viruses and malicious attacks, as well as natural disasters such as fires, cyclones or floods and other force majeure events, more specifically stated in Clause 19 of this Agreement.

17. LIMITED LIABILITY OF THE PARTIES

17.1 It is expressly understood that nothing contained herein amounts to any warranty or guarantee (express or implied) of the Portfolio Manager to pay any return of any nature or guarantee any returns or accretions or accruals to the Client. The Client expressly accepts that Funds and Securities placed with the Portfolio Manager and the sale and purchase of Securities by the Portfolio Manager are and shall be at the sole risk of the Client. It is further expressly understood by the Client that no representation or warranties are held out by the Portfolio Manager about the safety or "soundness" of an investment made on behalf of the Client and all actions taken and acts done by the Portfolio Manager are done solely at the Client's account and risk; any actions which the Portfolio Manager in good faith takes or does not take as to the investments will be solely at the Client's account and risk and the Portfolio Manager shall not carry liability for any action taken or failure to act during the currency of this Agreement or any time thereafter unless the Portfolio Manager acts with fraud, malafide, conflict of interest or gross negligence.

17.2 Neither the Portfolio Manager nor the directors or employees or agents employed by him shall be liable for any loss caused to the Client for anything bona fide done or omitted on account of reliance placed on any advice or information obtained by the Portfolio Manager from bankers, accountants, brokers and other professionals.

17.3 The Portfolio Manager shall not be liable for any default of the counter party, bank, custodian, sub-custodian or any person or entity that holds money, investments or other documents of title of the Client; save and except in the case of a material error of judgement, gross negligence or willful misfeasance on the part of the Portfolio Manager in connection with the same

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17.4 The liability of the Client shall not exceed its investmentwith the Portfolio Manager.

18. CONFIDENTIALITY

18.1 The Client will treat as confidential (both during and after the termination of the relationship between the Parties) any information obtained from or learned about the Portfolio Manager, including without limitation, its investment approach or holdings or its products or services in the course of their relationship under this Agreement. The Client will not disclose the same to any third party without the Portfolio Manager's prior written consent. These obligations shall not apply to information which (i) is, or becomes, known to the public, (ii) is received by the Client from a third party entitled to disclose it, or (iii) is disclosed to competent government authorities or courts or other tribunals in accordance with the requirements of the Applicable Laws.

18.2 The Client consents and authorizes the Portfolio Manager to hold and process any personal information relating to the Client (including information relating to repayment or fulfillment of the Client's obligations under this Agreement or failure thereof, details of any of the Client's accounts, assets, transactions and account relationship with the Portfolio Manager (if any)), biometric information to uniquely identify the Client and financial information obtained by the Portfolio Manager in connection with or pursuant to this Agreement and dealings between the Portfolio Manager and the Client, whether it concerns the Client, its relevant beneficial owner(s) (if applicable) or acquaintances.

18.3 The client consents and authorizes the Portfolio Manager to share with Client's Introducer / Referrer, if any, as mentioned on account opening form or on schedules to this agreement, the details of any of the Client's accounts, assets, transactions and account relationship with the Portfolio Manager in connection with or pursuant to this Agreement and dealings between the Portfolio Manager and the Client.

19. FORCE MAJEURE

The Portfolio Manager and or its employees, representatives and or its agents will not be liable for losses caused directly or indirectly by delays on the part of other companies, corporations or government authorities, government restrictions, exchange or market rulings, suspension of trading, computer, communication, telephone or system failure, war, earthquakes, floods, accidents, power failure equipment or software malfunction, strikes or other conditions beyond the Portfolio Manager's control.

20. TAPE RECORDING OF CONVERSATIONS:

The Client is aware that the Portfolio Manager may have a system of tape recording the conversations between the Client/his representative and the Portfolio Manager over the telephone and hereby permits the Portfolio Manager to do so. The Clients also permits the Portfolio Manager to record his /representatives' personal conversation with the Portfolio Manager as and when required. Such recordings shall be relied upon to resolve disputes in connection with the trading transactions, if any.

21. ASSIGNMENT

Either Party to the agreement shall not assign or transfer any or all rights or obligations hereunder without the prior consent of the other Party except as provided in clause 4.3 and the Power of Attorney/ provided by the Client.

22. COUNTERPART AND ELECTRONIC SIGNATURE

This Agreement may be executed in more than one counterpart, each of which when so executed and delivered, shall be an original, but all the counterparts shall together constitute one and the same instrument. This Agreement may be signed and exchanged electronically as per the provisions of the Information Technology Act, 2008.

23. NO PARTNERSHIP

This Agreement does not constitute and shall not be construed as constituting a partnership or joint venture between the Parties. Neither Party shall have any right to obligate or bind the other Party or Parties other than stipulated in this Agreement in any manner whatsoever, and nothing contained in this Agreement shall give any rights of any kind to any third parties.

24. HEADINGS

The headings herein are solely for convenience and will not be used in interpreting or construing this agreement.

25. TERM & TERMINATION

25.1 This Agreement is deemed to have commenced on and from the date of its signing / execution.

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25.2 This Agreement shall continue to subsist until terminated by the Portfolio Manager or the Client in accordance with the provisions of this Agreement.

25.3 The Portfolio Manager may at any time terminate this Agreement by written notice of termination to the Client in any of the following circumstances, namely:

(a) Misrepresentation by the Client at the time of account opening or otherwise;

(b) Breach of terms of the Agreement by the Client or any fraud committed by the Client in respect of transactions under this Agreement or in transactions in securities in general;

(c) Client fails to maintain the Bank Account and / or the Depository Account (or any replacement thereof) or

(d) Any proceedings or investigations that involve the Client or his / her / its properties have been initiated or is ongoing; or

(e) Client fails to fulfill his / her / its payment obligations under this Agreement or otherwise due to the Portfolio Management

(f) Insolvency, bankruptcy, winding up or liquidation, or lack of legal capacity or death or disability of the Client.

25.4 The Client may at any time terminate this Agreement by not less than 30 days' written notice of termination to the Portfolio Manager in writing subject to completion of the lock-in period. Provided that the Client shall not be required to terminate this Agreement within the period mentioned in Clauses [10.1] if the events mentioned in Clause [10.2] have occurred.

25.5 The Portfolio Manager may cease to render Discretionary Portfolio Management Services to the Client at any time after receiving written notice of termination from the Client.

25.6 Upon termination of this Agreement, the Portfolio Manager shall, within a period of 30 days from the date of termination, pay and/or deliver the Assets to the Client. The Client shall be entitled to choose to receive the Securities forming part of the Assets in the form of Securities or the equivalent cash amount representing the Securities by informing the Portfolio Manager in this regard within 7 days of termination. In the event the Client chooses to receive the Securities in the form of cash, the Portfolio Manager shall endeavour to sell the Securities and pay the net proceeds thereof to the Client within a period of 30 days of termination of the Agreement. Provided that if the Portfolio Manager is for any reason unable to sell the Securities, the Client shall be obliged to accept the Securities.

25.7 In the event of the death of the Client (or, in case the Client comprises of two or more persons, death of any such person), the legal representative of the Client (or the concerned deceased person, as the case may be) shall inform the Portfolio Manager in writing of the same as soon as possible, and thereupon this Agreement shall terminate on the expiry of 30 days of the Portfolio Manager receiving such information. The Power of Attorney granted by the Client (or the persons comprising the Client, as the case may be) under clause 4.3. above shall continue to subsist after the demise of the Client (or the concerned person, as the case may be) for a period of 30 days from the date on which the Portfolio Manager is informed of the death of the Client (or the concerned person, as the case may be) by the legal representative of the Client (or the concerned person, as the case may be) and the Portfolio Manager shall be entitled to continue to act under the terms of the said Power of Attorney. Provided that in the event of the death, insolvency, dissolution or the winding up of the Client during the lock-in period, if any, the Portfolio Manager shall arrange to pay the Net Realizable Value to/ with the legal heir / claimant pursuant to a valid court order whichever applicable and relevant, only after the completion of the lock-in period. In the event the Client is a partnership firm, limited liability company or company, the Client must immediately notify the Portfolio Manager of any change in partnership/shareholding/constitution/management structure, as the case may be.

25.8 Upon the termination of this Agreement as a consequence of the death of the Client (or, in case the Client comprises of two or more persons, death of any such person) the Portfolio Manager shall be entitled to deliver the Assets as follows:

(a) where the Client comprises of only one person, the Portfolio Manager shall be entitled to:

(i) permit the nominee of the Client (if any, designated in the Application) or, if for any reason the same is not possible or practicable, permit such persons as the Portfolio Manager has bona fide reason to believe are the heirs, executors or administrators of the deceased Client, to operate the Bank Account (if opened in the name of the Client) and/or the Depository Account (if opened in the name of the Client), if the rules of operation of the Bank Account and/or the Depository Account so permit; and/or

(ii) deliver Assets to the nominee of the Client (if any, designated in the Application) or, if for any reason it is not possible or practicable to deliver the Assets to the nominee, to such persons as the Portfolio Manager has bona fide reason to believe are the heirs, executors or administrators of the deceased Client.

(b) where the Client comprises of two or more persons, the Portfolio Manager shall be entitled to:

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

(j) deliver Assets to the survivor/s.

Upon acting in accordance with the provisions of this clause 25.8, the Portfolio Manager shall stand discharged of all

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obligations hereunder or otherwise in relation to the Assets.

25.9 The provisions of this Agreement relating to payment of Portfolio Management Fees and costs, charges, expenses and other amounts to the Portfolio Manager, choice of law, jurisdiction and notice and all rights and obligations which have accrued or arisen prior to the termination of this Agreement shall survive the termination of this Agreement.

25.10 The Agreement will automatically terminate in the event of suspension by any regulatory authority.

26. WAIVER

No forbearance, relaxation or inaction by any party at any time to require the performance of any provision of this Agreement shall in any way affect, diminish, or prejudice the right of such party to require the performance of that or any other provision of this Agreement or be considered to be a waiver of any right, unless specially agreed in writing.

27. ALTERATION

No change or modification of this Agreement shall be valid unless the same shall be in writing and signed by both Parties; provided however, the Portfolio Manager may from time to time alter the agreement if required, for complying with any change in statute, Regulations or with the requirements of any competent authority and further provided that a Client request via its registered email address regarding changes in information submitted by the client at the time of account opening with portfolio manager, changes in fees, top up or redemption that has been accepted by the Portfolio Manager via its registered email address shall be considered as a valid amendment to this Agreement. The same shall be intimated to the Client by the Portfolio Manager and the Client shall be deemed to have agreed to the alterations.

28. NOTICES

28.1 All notices to the Client shall be sent to the addresses, facsimile numbers or e-mail address stated in Application. A certificate from the Portfolio Manager that any notice was sent to an e-mail address on a particular date or at a particular time shall be conclusive and final and binding on the Client.

28.2 All notices to the Portfolio Manager shall be sent by Registered Post (AD) at the following address or such other address / number as the Portfolio Manager may inform the Client: 929, DBS Business Centre, Ground Floor, B-Wing, Kanakia Wall Street, Andheri-Kurla Road, Chakala, Andheri (E), Mumbai, India – 400 093

29. PROXIES

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

30. REPRESENTATIONS, WARRANTIES AND DECLARATIONS

The Client hereby represents, warrants and declares to the Portfolio Manager as under:

(a) The Client has full power, capacity and authority to execute, deliver and perform this Agreement and has taken all necessary action (corporate, statutory, contractual or otherwise) to authorize the execution, delivery and performance of this Agreement in accordance with its terms.

(b) This Agreement has been duly executed and delivered by the Client and constitutes a legal, valid and binding obligation of the Client, enforceable against the Client in accordance with its terms.

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

(i) any law to which it is subject; or any order, judgment or decree applicable to it; or

(ii) any term, condition, covenant, undertaking, agreement or other instrument to which it is a party or by which it is bound.

(iii) There are no legal, quasi-legal, administrative, arbitration, mediation, conciliation or other proceedings, claims, actions, governmental investigations, orders, judgments or decrees of any nature made, existing, threatened, anticipated or pending against the Client which may prejudicially the due performance or enforceability of this Agreement or any obligation, act, omission or transactions contemplated hereunder.

31. GOVERNING LAW / ARBITRATION

31.1. This Agreement shall be subject to the guidelines regarding portfolio management viz., the Securities and Exchange Board of India

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(Portfolio Managers) Regulations, 2020 made by SEBI and any amendments made thereto from time to time. This Agreement shall be governed by the laws of India and the courts of Mumbai shall have exclusive jurisdiction over the same.

31.2. Any disputes arising out of and in connection with this agreement or its performance may be settled by arbitration by a single Arbitrator to be appointed jointly by the Portfolio Manager and the Client in accordance with the rules of the Mumbai Centre for International Arbitration ("**MCIA Rules**"). The seat of arbitration shall be at Mumbai and conducted in accordance with the provisions of the MCIA Rules.

32. ADDITIONAL TERMS AND CONDITIONS APPLICABLE TO NRI:

32.1 In the event of the Client being a Non-Resident Indian (NRI) (as understood in the applicable foreign exchange laws:

(a) The Client represents that the Client has obtained all relevant exchange control permission for the purpose of entering into this Agreement and performing the transactions hereunder (including without limitation approvals required from the RBI). The Client shall adhere with all requirements of all exchange control regulations applicable to the Client in all dealings/transactions.

(b) In the event of any change in the status of the Client, the Client shall forthwith inform the Portfolio Manager of the same.

(c) All communications/intimations by the Client to the Portfolio Manager shall be accompanied by the requisite approvals from RBI and/or any other regulatory authorities

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

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

(f) The Client shall indemnify the Portfolio Manager for the consequences that the Portfolio Manager may suffer due to any non-compliance by the Client with any regulatory requirements

(g) Without prejudice to the other provisions contained hereinabove, in all dealings with the Client and 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.

(h) In the event of 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), the Client shall be liable for and shall indemnify the Portfolio Manager from all losses that the Portfolio Manager may suffer as a consequence of such transaction (including without limitation, the loss arising out of the sale of such securities in the market).

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

The parties have caused this Agreement including the schedules forming part thereof to be signed on the day and year and manner hereinafter mentioned.

Applicant 1

Signed by_____**(Client – 1st Holder)**

Applicant 2

Signed by_____**(Client – 2nd Holder)**

Applicant 3

Signed by_____**(Client – 3rd Holder)**

Date of signing:

_____

For Marcellus Investment Managers Pvt Ltd.

_____ **(Authorised Signatory)**

SCHEDULE 1 – Client disclosure about interests in body corporates

COMPANIES/BODIES CORPORATE IIN RESPECT OF WHICH CLIENT HAS ACCESS TO UNPUBLISHED PRICE SENSITIVE INFORMATION

Sr. No.	Name of the Company	ISIN Code (if applicable)

I/We hereby agree to keep you informed of changes to the above list and any restriction on me/us for dealing in the abovementioned securities or any other securities.

(Signature of the Client)
(In case of Firm, corporate, please affix stamp)

SCHEDULE 2 – List of restricted scrips and instruments for Marcellus DPMS

List of Negative Securities:

Investments under this DPMS agreement would be at discretion of the portfolio manager. If you wish to specify any scrip or category of securities / instruments in which investments are not to be made under this investment approach, please specify below, or email us at clientsupport@marcellus.in with all the details. Please leave this table blank in case there are no restricted scrips and instruments.

Name of the Company	ISIN Code

(Signature of the Client)
(In case of Firm, corporate, please affix stamp)

Schedules to DPMS Agreement

Kings of Capital Portfolio Investment Approach

Confirmation of receipt of Disclosure Document – Kings of Capital DPMS

To

Marcellus Investment Managers Pvt. Ltd
929, DBS Business Centre, Kanakia Wall Street,
Andheri-Kurla Road, Chakala, Andheri (E),
Mumbai, India - 400093
Tel: 022-48809929 | Email: clientsupport@marcellus.in

Dear Sir / Madam

I/We confirm that I/we have received Disclosure Document before execution of PMS agreement with Marcellus Investment Managers Pvt. Ltd. understood its contents. The Disclosure Document contains details of the Portfolio Manager – Marcellus Investment Managers Pvt Ltd and its service offerings under Kings of Capital Investment Approach.

Thanking you

Yours faithfully

(Signature of the Client)
(In case of Firm, corporate, please affix stamp)

Schedule 5 – Kings of Capital Investment Approach

1- Investment Objective - To preserve the purchasing power of the client's capital whilst providing sustainable returns over long periods of time.

2- Description of Securities - Under Kings of Capital, client monies would primarily be invested in equity shares and equity linked instruments issued by companies in operating in India's financial sector. Some part of client monies might be invested in units of money market and liquid funds and some part might be retained as bank balance in bank account.

3- Basis of Selection of type of security - The Kings of Capital investment approach is based on generating returns by investing in participating instruments of companies operating in India's financial sector with a proven corporate governance and capital allocation track record. Hence, under this investment approach, investments are primarily made in equity shares and equity linked instruments issued by companies listed in India. To keep some part of client monies in liquid form, such monies are either invested in units of money market funds or liquid fund or they are retained in the bank account in form of bank balance.

4- Allocation of portfolio across types of securities

Type of security	Allocation in portfolio
Equity and equity linked instruments	=>70%
Money market funds / Liquid funds / Bank balance	up to 30%

5- Appropriate Benchmark to compare performance – Nifty Bank Total Return Index

6- Basis for choice of benchmark – All of the portfolio companies will be operating in the Indian financial services industry. Further, the portfolio managers reinvest the dividends received unless the client provides instruction for pay-out of dividend. Hence, Nifty Bank Total Return Index has been selected as the benchmark for comparing performance.

7- Minimum investment - The minimum value of Funds/investments which will be accepted towards initial corpus under Kings of Capital Investment Approach would be decided by the Portfolio Manager from time to time and the minimum sum will not be less than Rs. 50,00,000 (Rupees fifty lakhs) or any other amount as may be stipulated by the Regulations. The uninvested amounts forming part of the Client's Assets may be at the discretion of the Portfolio Manager held in cash or deployed in liquid fund schemes, exchange traded index funds, debt oriented schemes of mutual funds, gilt schemes, bank deposits and other short term avenues for investment. The Portfolio Manager may call for the amount in tranches which shall be detailed in a separate Schedule. The Portfolio Manager will, however, be at liberty to call for the amounts payable under the tranches ahead of the dates for payment mentioned in the said Schedule by giving a prior written notice of 10 days to the Client. The Client has the option to pay such amounts ahead of the dates to the Portfolio Manager if he/it deems fit.

8- Indicative tenure or investment horizon - 3 years to 10 years

9- Minimum tenure – not applicable under this investment approach

10- Lock-in period – DPMS Investments managed under Kings of Capital Investment Approach shall not be subject to any lock in period.

11- Exit loads – There shall be no levy of exit load on withdrawal of monies being managed under this approach

12- Redemptions / Partial withdrawals - Partial withdrawal shall be allowed only to such extent that portfolio value after recovery of fees, charges, and payment of withdrawal amount is not less than the minimum investment specified in Clause 7 of this schedule.

13- Use of derivatives - The Portfolio Manager might transact in derivatives in case it deems it necessary to protect the value of client's portfolios in periods of market instability. If the client does not want the Portfolio Manager to use derivatives at all in his/her portfolio, then, he/she can mention Derivatives as negative security in Schedule 2 and the Portfolio Manager would be barred from using derivatives in the client's portfolio.

14- Risks associated with the investment approach

The investments made in Securities are subject to market risk and there is no assurance or guarantee that the objectives of investments will be achieved, and the Portfolio Manager has no liability for any losses resulting from the Client availing of the Portfolio Management Services. The following are the current risk factors as perceived by management of the Portfolio Manager. This list is not intended to be exhaustive in nature and is merely intended to highlight certain risks that are associated with investing in Securities:

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(i) Investment in equities, derivatives and mutual funds and Exchange Traded Index Funds are subject to market risks and there is no assurance or guarantee that the objective of investments will be achieved.

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

(iii) The performance of the portfolio may be affected by changes in Government policies, general levels of interest rates and risks associated with trading volumes, liquidity and settlement systems in equity and debt markets.

(iv) The past performance of the Portfolio Manager does not indicate its future performance. Investors are not being offered any guaranteed returns.

(v) The performance of the Assets of the Client may be adversely affected by the performance of individual Securities, changes in the marketplace and industry specific and macro-economic factors. The investment approaches are given different names for convenience purpose and the names of the approaches do not in any manner indicate their prospects or returns.

(vi) Investments in debt instruments and other fixed income securities are subject to default risk, liquidity risk and interest rate risk. Interest rate risk results from changes in demand and supply for money and other macroeconomic factors and creates price changes in the value of the debt instruments. Consequently, the Net Asset Value of the portfolio may be subject to fluctuation.

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

(viii) The Portfolio Manager may invest in non-publicly offered debt securities and unlisted equities. This may expose the Client's portfolio to liquidity risks.

(ix) Engaging in Securities lending is subject to risks related to fluctuations in collateral value/settlement/liquidity/counter party. The Portfolio Manager may use derivatives instruments like index futures, stock futures and options contracts, warrants, convertible securities, swap agreements or any other derivative instruments for the purpose of hedging and portfolio balancing, as permitted under the Regulations and guidelines. Usage of derivatives will expose the Portfolio to certain risks inherent to such derivatives. As and when the Portfolio Manager deals in the derivatives market on behalf of the Client, there are risk factors and issues concerning the use of derivatives that investors should understand.

(x) Derivative products are specialized instruments that require investment techniques and risk analyses different from those associated with stocks and bonds. The use of a derivative requires an understanding not only of the underlying instrument but of the derivative itself.

(xi) 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 the possibility that a loss may be sustained by the portfolio as a result of the failure of another party (usually referred to 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.

(xii) Re-investment Risk: This risk refers to the interest rate levels at which cash flows received from the Securities under a particular portfolio are reinvested. The additional income from reinvestment is the "interest on interest" component. The risk is that the rate at which interim cash flows can be reinvested may be lower than that originally assumed.

(xiii) There are inherent risks arising out of investment objectives, investment approach, asset allocation and non-diversification of portfolio.

(xiv) Prepayment risk: there may be unscheduled return of principal on a particular Security, which may result in a reinvestment risk.

(xv) Credit Risk: Credit risk or default risk refers to the risk that an issuer of a fixed income Security may default Because of this risk corporate debentures are sold at a higher yield above those offered on Government Securities which are sovereign obligations and free of credit risk. Normally, the value of a fixed income security will fluctuate depending upon the changes in the perceived level of credit risk as well any actual event of default.

(xvi) The Net Asset Value may be affected by changes in settlement periods and transfer procedures.

(xvii) Risks related to index linked securities: Performance of the reference index will have a direct bearing on the performance of the strategy. In the event the reference index is dissolved or withdrawn by the Index Provider; in case of Securities such as debentures, the debenture trustees upon request by the issuer may modify the terms of issue of the debentures so as to track a different and suitable index. Tracking errors are also inherent in any equity linked security and such errors may cause the equity index-linked security to generate returns which are not in line with the performance of the reference index or one or more Securities covered and/or included in the reference index.

(xviii) Risks pertaining to investments in Gold ETF's will be as provided in the disclosure document of the Portfolio Management Services. However, some of the specific risks may include market risks, currency risks, counter party risk, liquidity risk and loss of physical gold.

(xix) Currency Exchange Rate Risk: The Client's portfolio may from time to time enter into currency exchange transactions either on a spot basis or by buying currency exchange forward contracts. Neither spot transactions nor forward currency exchange contracts eliminate fluctuations in the price of the Client's portfolio Securities or in foreign exchange rates or prevent losses if the prices of these Securities should decline. Performance of the Client's Portfolio may be strongly influenced by movements in foreign exchange rates because currency positions held by the Client's portfolio may not correspond with the Securities positions held.

(xx) In case of investments in mutual fund, the Client bear the recurring expenses of the Portfolio Manager in addition to the expenses of the underlying mutual fund schemes. Hence, the Client may receive lower pre-tax returns compared to what the Client may have received had he invested directly in the underlying Securities of the mutual fund schemes.

(xxi) After accepting the corpus for management, the Portfolio Manager may not get an opportunity to deploy the same or there may be a delay in deployment. In such a situation the Client may suffer opportunity loss.

(xxii) Risks associated with investment in equity instruments using Quantitative Analysis/ Quant Model: Some of the Risks attached with Quantitative Analysis are: (i) Market Risk: Like any other equity investments, these are subject to market risk.(ii) Modelling Error: Quant models are subject to price and volume inputs. It is possible that some of these inputs are entered incorrectly. The quant model selected by the Portfolio Manager may not perform as tested; such a scenario is entirely possible and would result in a loss.(iii) Deviation from theoretical model: A quant model is theoretical in nature, however at times the market may act unexpectedly resulting in a loss, the quant model cannot account for any such market behaviour. The quant model may initiate a sell signal; however, the stock may not have adequate liquidity at that moment forcing the portfolio manager to further drive down the stock price.

(xxiii) Spread risk: Investments in corporate bonds are exposed to the risk of widening of the Spread between corporate bonds and gilts. Prices of corporate bonds tend to fall if this spread widens which will affect the Strategy accordingly.

(xxiv) Liquidity or Marketability Risk: This refers to the ease with which a security can be sold at or near to its valuation yield-to-maturity (YTM). The primary measure of liquidity risk is the spread between the bid price and the offer price quoted by a dealer.

(xxv) Risks related to Special Situations: Special situation trades are subject to all risks under equity; however, in certain cases the risks can be specific as are mentioned: (i) The promoter may choose not to accept the discovered prices (ii) Regulatory hurdles may delay any specific corporate action.

(xxvi) Risk Associated with Securitized Debt: Securitized debt may suffer credit losses in the event of the delinquencies and credit losses in the underlying pool exceeding the credit enhancement provided. As compared to the normal corporate or sovereign debt, securitized debt is normally exposed to a higher level of reinvestment risk.

(xxvii) Risk factor specifically while using Options: The Portfolio Manager might buy options to enhance yield. In buying options the profit potential is unlimited, whereas the maximum risk is the premium paid to buy the options. The Portfolio Manager may use Derivatives instruments like equity futures & options, or other Derivative instruments as permitted under the Regulations and guidelines. Usage of Derivatives will expose the strategies to liquidity risk, open position risk, and opportunities risk etc. Such risks include the risk of mispricing or improper valuation and the inability of Derivatives to correlate perfectly with underlying assets, rates and indices. In case of the Derivative strategies, it may not be possible to square off the cash position against the corresponding Derivative position at the exact closing price available in the Value Weighted Average Period.

(xxviii) Risk factors associated with 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 the strategies to be pursued by the Portfolio Manager involve uncertainty and the decision of Portfolio Manager may not always be profitable. No assurance can be given that the Portfolio Manager will be able to identify or execute such strategies. The risks associated with the use of Derivatives are different from or possibly greater than, the risks associated with investing directly in securities and other traditional investments. Trading in derivatives has the following risks: (i) An exposure to Derivatives in excess of the hedging requirements can lead to losses. (ii) An exposure to Derivatives, when used for hedging purpose, can also limit the profits from a genuine investment transaction. (iii) Derivatives carry the risk of adverse changes in the market price. (iv) Illiquidity Risk i.e. risk that a Derivative trade may not be executed or reversed quickly enough at a fair price, due to lack of liquidity in the market.

(xxix) The risks of investing in equity instruments include share price falls, receiving no dividends or receiving dividends lower in value than expected. They also include the risk that a company restructure may make it less profitable.

(xxx) Equity instruments face market volatility risk: Stock market tends to be very volatile in the short term. Even if fundamentals of the underlying companies do not materially change in the short term, volatility in the broader stock market can result in volatility in share prices of stocks forming part of the Client's portfolio

(xxxi) Equity instruments face fundamental risk: If fundamentals of the companies chosen by the Portfolio Manager deteriorate over time, there is no guarantee or assurance that the Portfolio Manager's analysts and fund managers will be able to identify such deterioration in fundamentals and take appropriate action in a timely manner which could lead to higher volatility and a lower return from the portfolio companies.

(xxxii) Equity instruments face macro-economic and geo-political risks: Sudden changes to the macro-economic and geo-political environment within which Portfolio Manager's companies operate, could lead to increase in volatility of share prices of these companies.

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SCHEDULE 5.1 – Fee structures and list of charges for Kings of Capital Investment Approach

Please select the fee structure of your choice and tick the relevant option in the column on the extreme right of the table shown below:

No.	Portfolio Management Services	Particulars / Conditions of fees to be charged	Option Selected (tick one)
1	Discretionary (Fixed Fees Only)	**Fixed fee*** at 2.5% Per Annum of the Net Asset Value[1] - charged Quarterly[2]	
2	Discretionary (Fixed and Performance fees)	**Fixed fee** at 1.5% Per Annum of the Net Asset Value[1] - charged Quarterly[2] **Plus** **Performance fee**** at 15.0% Per Annum on all returns in excess of 10.0% (No Catch up) subject to a high watermark - charged Annually[3]	

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Notes to fees:

*Fixed Fee computed as % Per Annum of the Net Asset Value[1] – charged Quarterly[2]

** subject to a high watermark - charged Annually[3] (No Catch-up)

[1] Net Asset Value based on average daily NAV over the course of the computation period.

[2] End of calendar quarter (31-Mar, 30-Jun, 30-Sep, 31-Dec). Pro-rata for the first computation period.

[3] 12 months from date of account activation under Kings of Capital Investment Approach.

If client makes partial redemptions out of PMS account or closes the PMS account before due date of billing, then, pro-rata fee would be recovered for the period between Last billing date / Account opening date and Date of redemption / account closure.

All Applicants Sign

Illustrations for fee computation under different fee structures for Kings of Capital Investment Approach

Illustration A: Fixed fees of 2.5% of Net Asset Value

The assumptions for the illustration are as follows:

- Size of sample portfolio: Rs. 50,00,000
- Period: 1 year
- Upfront fees: Nil
- Performance fees: Nil
- Fixed fees: 2.5% of the daily average NAV
- Frequency of fee charging: Quarterly

Nature of fees	Amount in Rs
Scenario 1: Gain of 20%	
Capital contribution	**50,00,000**
Less: upfront fees	0
Less: any other fees	0
Assets under management (AUM)	50,00,000
Add: profit on investment during the year of 20% of AUM	10,00,000
Less: brokerage/DP charges/any other charges*	0
Less: performance fees	0
Less: fixed fees of 2.5% per annum**	1,50,000
Total charges during the year	1,50,000
Net Asset Value (NAV) of the portfolio at year end	**58,50,000**
% change over capital contributed	17.00%
Scenario 2: Loss of 20%	
Capital contribution	**50,00,000**
Less: upfront fees	0
Less: any other fees	0
Assets under management (AUM)	50,00,000
Less: loss on investment during the year of 20% of AUM	10,00,000
Less: brokerage/DP charges/any other charges*	0
Less: performance fees	0
Less: fixed fees of 2.5% per annum**	1,00,000
Total charges during the year	1,00,000
Net Asset Value (NAV) of the portfolio at year end	**39,00,000**
% change over capital contributed	-22.00%
Scenario 3: No change	
Capital contribution	**50,00,000**
Less: upfront fees	0
Less: any other fees	0
Assets under management (AUM)	50,00,000
Add: profit on investment during the year	0
Less: brokerage/DP charges/any other charges*	0
Less: performance fees	0
Less: fixed fees of 2.5% per annum**	1,25,000
Total charges during the year	1,25,000
Net Asset Value (NAV) of the portfolio at year end	48,75,000
% change over capital contributed	-2.50%

- * for illustrative purposes only. In reality, brokerage and DP charges will be around 15-20bps whilst custody & fund accounting charges will be around 5-10 bps.
- ** for illustrative purposes only. In reality, fixed fees will be charged each quarter based on the average daily NAV in that quarter (rather than on the year ending NAV).

All Applicants Sign

Illustration B: Fixed fee of 1.5% of the Net Asset Value (with NAV calculated based on average daily NAV over the course of the quarter) plus Performance fee of 15% on all returns in excess of 10% subject to a high watermark

The assumptions for the illustration are as follows:

- Size of sample portfolio: Rs 50,00,000
- Period: 1 year
- Upfront fees: Nil
- Hurdle rate: 10%
- Performance fees: 15% of all returns in excess of the hurdle rate (subject to a high watermark)
- Fixed fees: 1.5% of the daily average NAV
- Frequency of fee charging: Yearly for variable fees & quarterly for fixed fees.

Nature of fees	**Amount in Rs**
Scenario 1: Gain of 20%	
Capital contribution	**50,00,000**
Less: upfront fees	0
Less: any other fees	0
Assets under management (AUM)	50,00,000
Add: profit on investment during the year of 20% of AUM	10,00,000
Less: brokerage/DP charges/any other charges*	0
Less: performance fees**	75,000#
Less: fixed fees of 1.5% per annum***	90,000
Total charges during the year	1,65,000
Net Asset Value (NAV) of the portfolio at year end	**58,35,000**
% change over capital contributed	16.70%
Scenario 2: Loss of 20%	
Capital contribution	**50,00,000**
Less: upfront fees	0
Less: any other fees	0
Assets under management (AUM)	50,00,000
Less: loss on investment during the year of 20% of AUM	10,00,000
Less: brokerage/DP charges/any other charges*	0
Less: performance fees**	0#
Less: fixed fees of 1.5% per annum***	60,000
Total charges during the year	60,000
Net Asset Value (NAV) of the portfolio at year end	**39,40,000**
% change over capital contributed	-21.20%
Scenario 3: No change	
Capital contribution	**50,00,000**
Less: upfront fees	0
Less: any other fees	0
Assets under management (AUM)	50,00,000
Add: profit on investment during the year of 20% of AUM	0
Less: brokerage/DP charges/any other charges*	0
Less: performance fees**	0#
Less: fixed fees of 1.5% per annum***	75,000
Total charges during the year	75,000
Net Asset Value (NAV) of the portfolio at year end	**49,25,000**
% change over capital contributed	-1.50%

- for illustrative purposes only. In reality, brokerage and DP charges will be around 15-20bps whilst custody & fund accounting charges will be around 5-10 bps.
- ** charging 15% of all returns in excess of 10%.
- *** for illustrative purposes only. In reality, fixed fees will be charged each quarter based on the average daily NAV in that quarter (rather than on the year ending NAV).
- # This is for illustration purposes only. The actual performance fees on a client's account will be computed on the returns generated after charging all sorts of fixed fees and expenses

All Applicants Sign

Illustrative and non-exhaustive list of charges and costs associated with the Kings of Capital Investment Approach

1. Portfolio management and advisory fees:

   Investment Management and Advisory fees charged may be a fixed fee or a return-based fee or a combination of both. Fixed fees charged to clients will range from 10 BPS to 300 BPS per annum. The Portfolio Manager also intends to charge performance fees between 10-50% (ten to fifty percent) of the upside generated net of fixed fee. All specifics of investment management & advisory fee would be agreed with each Client and set out in more detail in the Agreement. All specifics of investment management & advisory fee for Kings of Capital Investment Approach would be agreed with each Client and set out in more detail Schedule 5.1 of the Marcellus PMS Agreement.
2. Custodian fee

   These charges relate to the opening and maintenance of Depository Accounts and/or custody fee and charges paid to the Custodian and/or Depository Participant, dematerialization of scrips, Securities lending and borrowing and their transfer charges in connection with the operation and management of the Client's portfolio account and is expected to be in the range of 1- 25 BPS.
3. Fund accounting charges: Up to 5 BPS.

4. Registrar and transfer agent fee

   This is fee payable to the Registrar and Transfer Agent for giving effect to transfers of Securities and may interalia include stamp duty costs, courier, post and notary charge and is expected to be in the range of 10 BPS.

5. Brokerage and transaction cost

   Charged at actuals. These are amounts payable to the broker for opening of an account, execution of transactions on the stock exchange or otherwise for the transfer of Securities and may interalia include service charges, stamp duty costs, GST, STT etc. and is expected to be in the range of 10 BPS.
6. Goods and Service Tax or any other statutory levy: As applicable from time to time.

7. Depository Charges: As may be applicable from time to time.

8. Bank Charges: As may be applicable at actuals.

9. Stamp duty: As may be applicable at actuals.

10. Legal costs and professional fees: Costs incurred for documentation, certifications, attestation and instituting or defending legal suits, audit fees and other similar charges.

11. Incidental expenses: Charges in connection with day to day operations like courier expenses, stamp duty, service tax, postal, telegraphic, opening and operation of bank account or any other out of pocket expenses as may be incurred by the Portfolio Manager in the course of discharging his duties to the Client. Provided that, in the event that any out of pocket expenses to be incurred by the Portfolio Manager on behalf of the Client is to exceed 5% of the investment amount of the Client, the Portfolio Manager shall seek prior written consent of the Client before incurring such an expense.

12. Portfolio Manager shall not charge any fees to Clients at the time of onboarding except the specific charges applicable for execution of the agreement and related documents for account opening.

13. Operating expenses excluding brokerage, over and above the fees charged for

14. Operating expenses excluding brokerage, over and above the fees charged for Portfolio Management Service, shall not exceed 0.50% per annum of the client's average daily Assets under Management (AUM).

If client has understood the fee calculations, client to write "**I have understood the fee clause and computation of fee charged by Portfolio Manager for the Discretionary Portfolio Investment Management Services**" and sign below.

All Applicants Sign

The parties have caused these schedules forming part of Marcellus Discretionary Portfolio Investment Management Service Agreement to be signed on the day and year and manner hereinafter mentioned.

Client / Signatory 1

Signed by_____**(Client / Signatory 1)**

Client / Signatory 2

Signed by_____**(Client / Signatory 2)**

Client / Signatory 3

Signed by_____**(Client / Signatory 3)**

Date of signing: _____

For Marcellus Investment Managers Pvt Ltd.

_____ **(Authorised Signatory)**

MARCELLUS

All Applicants Sign

POWER OF ATTORNEY

TO ALL TO WHOM THESE PRESEENTS SHALL COME, I/WE, _____ _____

_____ _____

_____

Individual / NRI / Trust / HUF/ Firm / a Limited Liability Partnership incorporated under the provisions of The Limited Liability Partnership Act, 2008 / a company incorporated under the provisions of the Companies Act, 1956 or Companies Act, 2013, residing at / having its registered office/ place of business at _____

_____

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

WHEREAS:

By a Discretionary Portfolio Investment Management Service Agreement (hereinafter referred to as "**the Portfolio Management Agreement"**) entered into between the Client of the one part and Marcellus Investment Managers Private Limited, a Company incorporated under the Companies Act, 2013, and having its Registered office at 602, Odyssey Tower 1, Hiranandani Gardens, Powai, Mumbai – 400076; registered with SEBI (Portfolio Managers) regulations 1993 vide authorization No. INP000006183 of the other part, the client appointed Marcellus Investment Managers Private Limited, as the Portfolio Manager (hereinafter referred to as **"the Portfolio Manager"/ "Constituted Attorney"** which expression shall unless repugnant to the context and meaning thereof be deemed to mean and include successors and assigns) to manage, invest and operate the assets of the Client including, without limitation, with a power to appoint custodians, agents, representatives, banks or service providers or other persons as the Portfolio Manager may deem fit from time to time to perform any of the functions which the Portfolio Manager is empowered / obligated to perform and to delegate to such persons the authority/power to perform any of the functions to be performed by the Portfolio Manager and provide such instructions as the Portfolio Manager may deem fit from time to time to enable such performance.

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

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

1. The term "Securities" shall include shares, scrips, stocks, bonds, convertible debentures, debentures stock, equity linked instruments, exchange traded funds, or other marketable securities of a like nature in or of any incorporated company or other body corporate, units issued by mutual funds, units or any other instrument issued by any collective investment scheme to the investors in such schemes rights or interest in securities and such other instruments as may be declared by the Central Government to be securities.
2. To make necessary application(s) on behalf of the Client, to any Government, Quasi government or Local Authorities, in India, including but not limited to, the Central Government and/or the Reserve Bank of India and/or the Income Tax Authorities and/or Securities and Exchange Board of India in connection with my/our purchase/sale/transfer holdings and continuing to hold Securities, and to represent the Client in all respects before such authority or authorities and establish the ownership of the securities in the Client's name and if required, to give instructions in this regard to the Custodian or any authorised agent.

All Applicants Sign

3. To appoint, nominate, engage and instruct brokers, custodians, depository participants, advisors and/or agent of other intermediary in relation to the Discretionary Portfolio Management services including but not limited to effecting purchase, sale and transfer of the Securities and to enter into agreements and deal with them for the same and share information with them as required or deemed fit for the purpose of rendering portfolio management services.
4. To acquire by subscribing to or by purchase of securities and to sell, redeem, deliver, transfer and endorse the securities or redeem the same through signing and to execute all transfer deeds whether as transferor or transferee and such other instruments, application and papers as may be necessary for the purpose of acquiring or transferring /redeeming the same.
5. For the purpose of the aforesaid to sign contracts, agreements, transfers, acceptances, receipts, acquittance or other instruments, documents and forms, to accept and carry out correspondence with such person(s) or authority/authorities or department(s) and to do all lawful acts requisite for effecting the same.
6. To give instructions to the Custodian or any other authorised agent to acquire by subscription, purchase or otherwise, any Securities; to sell, transfer, endorse or deliver any Securities now standing in the name of the Client or to be hereafter acquired and to sign and execute all transfer deeds, forms, applications or such other instruments, documents and papers as may be necessary for the purpose of acquiring or transferring the Securities in the name of the Client, Selling the Securities held in the name of the Client.
7. To make application for, or to renounce and sign renunciation forms in respect of bonds/debentures, rights shares and additional shares of any company/body/authority and to receive and hold such rights or additional shares, bonds or debentures at your own discretion.
8. To rebalance the Assets / portfolio as deemed fit.
9. To appoint and issue any instruction to any auditors for the purpose of auditing my accounts on a quarterly / half yearly / annual basis.
10. To open and operate depository account more particularly, opened / to be opened with any other DP at the discretion of the portfolio manager, to issue instructions relating to dematerialisation or rematerializing of securities, freezing of accounts, to block and/or debit the account, to give delivery/receipt instructions, pledge instruction, pledge closure instructions, lending and borrowing instructions, and to do all such other things that may be required in the course of business relating to the depository account opened on my/our behalf including closure of the account if deemed necessary or expedient.
11. Subject to the extant exchange control regulations in India to demand, receive and give good and effectual receipt(s) and discharge(s) for all or any dividends, interest, bonuses or any other sum(s) and/or income from the shares, debentures, units and other investments and to sign and endorse pay orders, dividend or other dues of whatever nature or account which are now or at any time may be due and payable and belong to me/or us on any account(s).
12. To operate one or more bank accounts as designated by the Client.
13. To collect and deposit the monies realized from sale of the securities and all interest/ dividends on my/ our behalf in my/our behalf at the discretion of the Portfolio Manager and/or to invest the same in any other securities/units of mutual fund/ deposits or in any other instrument which the Attorney considers best under the circumstances.
14. To negotiate with any person whether body corporate or otherwise and effect the purchase/sale or securities on such terms and at such price as the said Attorney may consider best under circumstances.
15. To comply and/or cause to be complied with all statutory and other requirements attached to or arising out of these premises and for these purposes to take such steps and actions necessary or proper, including signing of affidavits, indemnity, declarations, legal documents, deeds and writings required.
16. To appoint and employ agents including chartered accountant, advocates or the legal practioners, overseers, receivers or other persons on such remuneration by way of fees, salary, commission or otherwise as the above named attorney may think proper and to dismiss and discharge them from time to time and to employ or appoint any other in their stead.
17. To receive statements, notices, any other communication from Depository Participants, brokers, custodians and/or any other agents/parties from time to time.

All Applicants Sign

18. To pay or allow all taxes, rates, charges, deductions, expenses and outgoings whatsoever due and payable or to become due and payable on account of or in respect of the Securities.
19. To debit the Client's account for all the service charges, fees, out of pocket expenses, franking charges, audit fees or other amounts payable by the Client from time to time in accordance with the PMS Agreement.
20. To make application to any regulatory agencies in India for purchase or acquisition in any other manner or for sale or transfer of any securities or for such purpose as the attorney may consider appropriate, and to act, appear in any legal proceedings for or against us and to retain any lawyers, though not bound to do so.
21. To appoint a substitute/s and remove him at any time as the Attorney may consider appropriate.
22. To delegate to such person/body corporate to be appointed Constituted Attorney in our name and that of our attorneys with the power to do all acts, things and deeds set out in these presents.
23. To occur with any other person or persons or corporations in the doing of any act or thing hereby authorized, including appointment of legal advisors, on our behalf and in our name sign and execute Vakalatnamas, pleadings, Affidavits and appeals and to commence or defend any action in relation to the powers hereby granted as our attorney may deem fit.
24. To make and file proofs of claim and generally to represent us in any liquidation, bankruptcy, or insolvency all in relation to the aforesaid investments or any of them.
25. This Power of Attorney given under my/our hands is irrevocable by me/us during the tenure of my/our Portfolio account with Marcellus Investment Managers Private Limited, is operational in accordance with the terms and conditions of such portfolio(s) strategies statutory regulations.
26. To receive, deliver endorse, dematerialize, rematerialize or otherwise transfer and assign all securities issued by any Government or local authorities, shares, stocks or debentures in any company or corporation, whether incorporated in India or in any other country including the said Attorney or any other stocks, funds, debentures and securities of any description, including any units issued by any unit trust or mutual fund (hereinafter referred to as “securities”) which do now or shall hereafter stand in our name which we may now or at any time hereafter acquire.
27. To perform all such acts at any time as may be deemed by our attorney to be advisable including without limitation the generality thereof: executing and delivering indemnities, guarantees, receipts and/or other documents as may be necessary or desirable.
28. To surrender securities in temporary form for definitive securities.
29. To receive and transmit to us notices of Shareholders’ meetings, dividend notices and any other related information.
30. To attend and vote or appoint any person to attend and vote as our proxy at any meetings of the company and/or its creditors and to effect, sanction or oppose any exercise or modification of rights relating to the said investments or any of them, in accordance with our instructions.
31. To make applications to any regulatory agencies in India for purchase or acquisition in any other manner or for sale or transfer of any securities or for such purpose as the attorney may consider appropriate, and to act, appear in any legal proceedings for or against us and to retain any lawyers, though not bound to do so.

I/We, hereby agree to ratify and confirm whatsoever shall be done in the premises by virtue of these presents either by the Attorney or by any substitute appointed by the Attorney and generally the Attorney shall have the power to do, execute and perform any other act or acts, deeds, matter or things whatsoever which in the opinion of my/our said Attorney ought to be done, executed and performed by virtues of these presents as I, myself/we ourselves could do the same if I/we were personally present.

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

All Applicants Sign

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

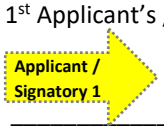
IN WITNESS WHEREOF I/WE hereunto set my/our hand(s) on this the _____ date at _____

Client's Signature

Name of 1st Applicant / Signatory:

_____

1st Applicant's / Signatory's Signature:

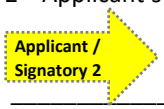


_____

Name of 2nd Applicant / Signatory:

_____

2nd Applicant's / Signatory's Signature:



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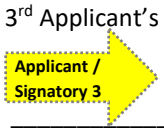
Name of 3rd Applicant / Signatory:

_____

3rd Applicant's / Signatory's Signature:



_____

Witness' Signature

Name of Witness 1: _____

1st Witness' Signature: _____

Name of Witness 2: _____

2nd Witness' Signature: _____

Before me

Notary

We Accept

For Marcellus Investment Managers Pvt Ltd.

_____

(Authorised Signatory)

Marcellus – Name and Signature Declaration

Date: _____

Mandatory Fields		Sole / First Holder	Second Holder	Third Holder
A.	PAN Card No	PAN NO	PAN NO	PAN NO
B.	Supporting Document	NAME	NAME	NAME
		NUMBER (IF AVAILABLE)	NUMBER (IF AVAILABLE)	NUMBER (IF AVAILABLE)
Part I – If name does not match between PAN card and Supporting Document. (Please fill if applicable)				
C.	My name appearing on PAN card is			
D.	My name appearing on the supporting document is:			
E.	Please open my Bank and/or Demat Account with name as per my:	DOCUMENT NAME	DOCUMENT NAME	DOCUMENT NAME

Declaration:
I confirm that the names appearing on the PAN card and my supporting document belongs to me and they are one and the same individual. I will furnish all the necessary documents required under any act, rules, regulations or any statue or legislation or any other applicable laws or notifications, directions issued by any governmental or statutory authority issued from time to time.

Part 2 – If the signature recorded is different than the Supporting Document. (Please tick if applicable)

F.	☐	☐	☐

Declaration:
With reference to my PAN Card mentioned above and the account opening form submitted herewith, I request you to record with yourselves my signature as given below. The signature recorded in the PAN card is different either because of lapse of time / my signature has changed. I confirm that my details and signature provided are true and updated. I undertake not to hold Marcellus Investment Managers Private Limited or any of its officials responsible for any direct, indirect, claims, loss suffered by me due to Marcellus Investment Managers Private Limited undertaking of any of the aforementioned actions.

NAME OF FIRST HOLDER	NAME OF SECOND HOLDER	NAME OF THIRD HOLDER
Applicant / Signatory 1 Signature of Sole / First Holder	Applicant / Signatory 1 Signature of Second Holder	Applicant / Signatory 1 Signature of Third Holder

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Name	Corporate
Turn Over	
Nature of business/ activity	
Gross annual income	
Net worth	
Contact Number of client	
Email id of client	

Below documents required

1. List of authorized signatories along with the specimen signature and photograph on letter head
2. List of directors on Letter Head
3. List of shareholders on Letter Head
4. Certified true copy of MOA,AOA & COI
5. Certified true copy of PAN
6. Certified true copy of valid address proof (latest Bank statement / Utility Bill)
7. Certified true copy of ID , Aadhaar and address proof of authorized signatories, Directors & Major shareholders
8. Certified true copy of MOA/AOA/COI, address proof, PAN , List of directors , List of Shareholders & KYC docs of major shareholder (in case of non-individual shareholder)
9. Certified true copy of last 2 years financials
10. Board Resolution to be certified by two directors with one being non-operating director
11. Letter of Communication (format attached) to be printed on Letter Head
12. Photographs of directors
13. Aadhaar seeding form of all authorized signatories & Major Share Holders

DEMAT ACCOUNT (ANNEXURE K), CUSTODY ACCOUNT AND BANK ACCOUNT OPENING FORM
(*FOR NON-INDIVIDUALS*)

Participant Name : Kotak Mahindra Bank Limited (DP ID : IN303173) Address: Kotak Infiniti, Building No. 21, Infinity Park, General A K Vaidya Marg, Malad (E), Mumbai - 400 097	**Client –ID** (To be filled by Participant)

We request you to open a depository account in our name as per the following details: (*Please fill all the details in CAPITAL LETTERS only*) **Date**

A) Details of Account holder(s):

	Name	PAN
Sole/ First Holder		
Second Holder		
Third Holder		

B) For HUF, Partnership Firm, Unregistered Trust, Association of Persons (AOP) etc., although the account is opened in the name of the karta, partner(s), trustee(es) etc., the name & PAN of the HUF, Partnership Firm, Unregistered Trust, Association of Persons (AOP) etc., should be mentioned below:

a) Name b) PAN

C)

Securities Account Type	**Cash Account Type**
☐ Body Corporate ☐ FI ☐ FII/ FPI ☐ Qualified Foreign Investor ☐ Mutual Fund ☐ Trust ☐ Bank ☐ CM ☐ Other (Please specify) _____	☐ INR

D)

Name of Securities Accounts	**Name of Cash Accounts**	**Name of Principal Contact Person**

E)

Income Details (please specify)	Details of Source of Funds	
Income Range per annum (INR)		Net worth Amount (INR)_
☐ Below ` 20 Lac	Details of Nature of Business	As on (date)
☐ ` 20 – 50 Lac		(Net worth should not be older than 1 year)
☐ ` 50 Lac – 1 crore		
☐ Above ` 1 crore		

F)	**Country & Date of Incorporation**	
	Country of Tax Residence (for Regulatory / Tax Declaration purpose)	

G)	**Residence Address**		**Mailing Address**	
	Contact Details			
	Tel (Off)		Tel (Res)	
	Fax No.		Mobile No	
	Email ID			
H)	**In case of FIIs/Others (as may be applicable)**			
	RBI Approval Reference Number			
	RBI Approval date			
	Registration Number (for FIIs / FPIs)			
I)	**Bank details**			
	1	Bank account type ☐ Savings Account ☐ Current Account ☐ Others (Please specify) _____		
	2	Bank Account Number		
	3	Bank Name		
	4	Branch Address		
		City/town/ village		Pin code
		State		Country
	5	MICR Code		
	6	IFSC		
	Please tick, if applicable, for any of your authorized signatories/Promoters/Partners/Karta/Trustees/whole time directors:		☐ Politically Exposed Person (PEP) ☐ Related to a Politically Exposed Person (PEP)	
J)	**Clearing Member Details** (to be filled up by Clearing Members only)			
	1	Name of Stock Exchange		
	2	Name of Clearing Corporation/ Clearing House		
	3	Clearing Member ID		
	4	SEBI Registration Number		
	5	Trade Name		
	6	CM-BP-ID **(to be filled up by Participant)**		
K)		**Standing Instructions**		
	1	We authorize you to receive credits automatically into our account.	☐ Yes ☐ No	
	2	Account to be operated through Power of Attorney (PoA)	☐ Yes ☐ No	

	3	**SMS Alert facility**			
	4	**Sr. No.**	**Holder**	**Yes**	**No**
		1	Sole/First Holder	☐	☐
		2	Second Holder	☐	☐
		3	Third Holder	☐	☐
	5	Mode of receiving Statement of Account [Tick any one]	☐ Physical Form		
			☐ Electronic Form [*Read Note 3 and ensure that email ID is provided in KYC Application Form*].		

Declaration

The rules and regulations of the Depository and Depository Participants pertaining to an account which are in force now have been read by us and we have understood the same and we agree to abide by and to be bound by the rules as are in force from time to time for such accounts. We hereby declare that the details furnished above are true and correct to the best of our knowledge and belief and we undertake to inform you of any changes therein, immediately. In case any of the above information is found to be false or untrue or misleading or misrepresenting, we are aware that we may be held liable for it. I/we acknowledge the receipt of copy of the document, "Rights and Obligations of the Beneficial Owner and Depository Participant".

We understand and confirm that the accounts will be operated under Power of Attorney and shall be governed under the terms and conditions of the Agreement for Custody Services executed between Kotak Mahindra Bank Limited and our Portfolio Management Service Provider and the same is agreeable to us.

Authorised Signatories (Enclose a Board Resolution for Authorised Signatories)

Sole/First Holder	**Name**	**Signature(s)**
First Signatory		X
Second Signatory		X
Third Signatory		X
Other Holders		
Second Holder		X

Third Holder		X

Mode of Operation for Sole/First Holder (In case of joint holdings, all the holders must sign)	
☐ Any one singly	
☐ Jointly by	
☐ As per resolution	
☐ Others (please specify)	

Notes:

1. In case of additional signatures, separate annexures should be attached to the application form.
2. Thumb impressions and signatures other than English or Hindi or any of the other language not contained in the 8th Schedule of the Constitution of India must be attested by a Magistrate or a Notary Public or a Special Executive Magistrate.
3. For receiving Statement of Account in electronic form:
   - I. Client must ensure the confidentiality of the password of the email account.
   - II. Client must promptly inform the Participant if the email address has changed.
   - III. Client may opt to terminate this facility by giving 10 days prior notice. Similarly, Participant may also terminate this facility by giving 10 days prior notice.
4. Strike off whichever is not applicable.

= = = =

Acknowledgement

Participant Name, Address & DP ID

Received the application from M/s_____ as the sole/first holder alongwith _____ and _____ as the second and third holders respectively for opening of a depository account. Please quote the DP ID & Client ID allotted to you (CM-BP-ID in case of Clearing Members) in all your future correspondence.

Date: | D | D | M | M | Y | Y | Y | Y |

Participant Stamp & Signature

Know Your Client (KYC) Application Form (For Non-Individuals Only)

Kotak Infiniti, 6th Floor, Building No. 21, Infinity Park, Off Western Express Highway, Malad (E), Mumbai - 400 097.

Please fill in ENGLISH and in BLOCK LETTERS with black ink **Application No. :**

A. Identity Details (Please see guidelines overleaf)

1. **Name of the Applicant** (Please write complete name as per Certificate of Incorporation / Registration; leaving one box blank between 2 words. Please do not abbreviate the Name).

PHOTOGRAPH

Please affix the recent passport size photograph and sign across it

2. **Date of Incorporation** D D / M M / Y Y Y Y
   Place of Incorporation
3. **Registration No. (e.g.) CIN**
   Date of commencement of business D D / M M / Y Y Y Y
4. **Status** Please tick (✓) ☐ Private Limited Co. ☐ Public Ltd. Co. ☐ Body Corporate ☐ Partnership ☐ Trust ☐ Charities ☐ NGO's ☐ FI ☐ FII ☐ HUF ☐ AOP ☐ Bank ☐ Government Body ☐ Non- Government Organisation ☐ Defence Establishment ☐ Body of Individuals ☐ Society ☐ LLP ☐ Others (please specify _____)
5. **Permanent Account Number (PAN) (MANDATORY)** (Please enclose a duly attested copy of PAN Card)

B. Address Details (Please see guidelines overleaf)

1. **Address for Correspondence:**

City/Town/Village Pin Code

State Country

2. **Contact Details**

Tel.(Off.) ISD STD Tel.(Res.) ISD STD

Mobile ISD STD Fax ISD STD

E-mail Id.

3. **Proof of address to be provided by Applicant. Please submit ANY ONE of the following valid documents & tick (✓) against the document attached.**
   ☐ *Latest Telephone Bill (only Land Line) ☐ *Latest Electricity Bill ☐ *Latest Bank Account Statement ☐ Registered Lease / Sale Agreement of Office Premises
   ☐ Any other proof of address document (as listed overleaf) (please specify) _____
   *Not more than 3 months old. **Validity / Expiry date of proof of address submitted** D D / M M / Y Y Y Y
4. **Registered Address (if different from above)**

City/Town/Village Pin Code

State Country

5. **Proof of address to be provided by Applicant. Please submit ANY ONE of the following valid documents & tick (✓) against the document attached.**
   ☐ *Latest Telephone Bill (only Land Line) ☐ *Latest Electricity Bill ☐ *Latest Bank Account Statement ☐ Registered Lease / Sale Agreement of Office Premises
   ☐ Any other proof of address document (as listed overleaf) (please specify) _____
   *Not more than 3 months old. **Validity / Expiry date of proof of address submitted** D D / M M / Y Y Y Y

C. New Other Details (Please see guidelines overleaf)

1. **Gross Annual Income Details** Please tick (✓) ☐ Below ₹ 1 Lac ☐ ₹ 1-5 Lac ☐ ₹ 5-10 Lac ☐ ₹ 10-25 Lac ☐ ₹ 25 Lac ☐ ₹ 25 Lacs - ₹ 1 Crore ☐ > ₹ 1 Crore
2. **Net-worth in** ₹ _____ **as on (date)** D D / M M / Y Y Y Y
3. **Name, PAN, DIN/UID, residential address and photographs of Promoters/Partners/Karta/Trustees/whole time directors:** (Please use the Annexure to fill in the details)
4. **Is the entity involved/providing any of the following services** ☐ YES ☐ NO
   - For Foreign Exchange / Money Changer Services ☐ YES ☐ NO – Gaming / Gambling / Lottery Services (e.g. casinos, betting syndicates) ☐ YES ☐ NO
   - Money Lending / Pawning ☐ YES ☐ NO
5. **Any other information:** _____

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 changes therein, immediately. In case any of the above information is found to be false or untrue or misleading or misrepresenting, I am/We are aware that I/We may be held liable for it.

Place: _____ Date: _____

NAME & SIGNATURE(S) OF AUTHORISED PERSON(S)

FOR OFFICE USE ONLY

☐ (Original Verified) Self Certified Document copies received ☐ (Attested) True copies of documents received

For Kotak Mahindra Bank Ltd.
(with Bank Seal / Stamp)

Employee Name _____ Date _____

Employee Designation _____ Employee Code _____ Employee Signature _____

INSTRUCTIONS/CHECK LIST FOR FILLING KYC FORM

A. IMPORTANT POINTS:

1. Self attested copy of PAN card is mandatory for all clients, including Promoters/Partners/Karta/Trustees and whole time directors and persons authorized to deal in securities on behalf of company/firm/others.
2. Copies of all the documents submitted by the applicant should be self-attested and accompanied by originals for verification. In case the original of any document is not produced for verification, then the copies should be properly attested by entities authorized for attesting the documents, as per the below mentioned list.
3. If any proof of identity or address is in a foreign language, then translation into English is required.
4. Name & address of the applicant mentioned on the KYC form, should match with the documentary proof submitted.
5. If correspondence & permanent address are different, then proofs for both have to be submitted.
6. Sole proprietor must make the application in his individual name & capacity.
7. For non-residents and foreign nationals, (allowed to trade subject to RBI and FEMA guidelines), copy of passport/PIO Card/OCI Card and overseas address proof is mandatory.
8. For foreign entities, CIN is optional; and in the absence of DIN no. for the directors, their passport copy should be given.
9. In case of Merchant Navy NRI's, Mariner's declaration or certified copy of CDC (Continuous Discharge Certificate) is to be submitted.
10. For opening an account with Depository participant or Mutual Fund, for a minor, photocopy of the School Leaving Certificate/Mark sheet issued by Higher Secondary Board/Passport of Minor/Birth Certificate must be provided.
11. Politically Exposed Persons (PEP) are defined as individuals who are or have been entrusted with prominent public functions in a foreign country, e.g., Heads of States or of Governments, senior politicians, senior Government/judicial/military officers, senior executives of state owned corporations, important political party officials, etc.

B. PROOF OF IDENTITY (POI): - List of documents admissible as Proof of Identity:

1. Unique Identification Number (UID) (Aadhaar) / Passport / Voter ID Card / Driving License
2. PAN card with photograph.
3. Identity card / document with applicant's Photo, Issued by any of the following: Centrals/State Government and its Departments, Statutory/ Regulatory Authorities, Public Sector Undertakings, Scheduled Commercial Banks, Public Financial Institutions, Colleges affiliated to Universities, Professional Bodies such as ICAI, ICWAI, ICSI, Bar Council etc., to their Members; and Credit Cards/Debit Cards issued by Banks.

C. PROOF OF ADDRESS (POA):- List of documents admissible as Proof of Address: (*Documents having an expiry date should be valid on the date of submission)

1. Passport/Voters Identity Card/Ration Card/Registered Lease or Sale Agreement of Residence/Driving License/Flat Maintenance bill/ Insurance Copy.
2. Utility bills like Telephone Bill (only land line), Electricity bill or Gas bill - Not more than 3 months old.
3. Bank Account Statement/Passbook – Note more than 3 months old.
4. Self-declaration by High Court and Supreme Court judges, giving the new address in respect of their own accounts.
5. Proof of address issued by any of the following: Bank Managers of Scheduled Commercial Banks/Scheduled Co-operative Bank/Multinational Foreign Banks/Gazetted Officer/Notary public/Elected representatives to the Legislative Assembly/ Parliament/Documents issued by any Govt. or Statutory Authority.
6. Identity card/document with address, issued by any of the following: Central/State Government and its Departments, Statutory/Regulatory Authorities, Public Sector Undertakings, Scheduled Commercial Banks, Public Financial Institutions, Colleges affiliated to Universities and Professional Bodies such as ICAI, ICWAI, ICSI, Bar Council etc., to their Members.
7. For FII/sub account, Power of Attorney given by FII/sub-account to the Custodians (which are duly notarized and/or apostiled or consularised) that gives the registered address should be taken.
8. The proof of address in the name of the spouse may be accepted.

D. EXEMPTIONS/CLARIFICATIONS TO PAN (*Sufficient documentary evidence in support of such claims to be collected.)

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

E. LIST OF PEOPLE AUTHORIZED TO ATTEST THE DOCUMENTS:

1. Notary Public, Gazetted Officer, Manager of a Scheduled Commercial/ Co-operative Bank or Multinational Foreign Banks (Name, Designation * Seal should be affixed of the copy).
2. In case of NRIs, authorized officials of overseas branches of Scheduled Commercial Banks registered in India, Notary Public, Court Magistrate, Judge, Indian Embassy/Consulate General in the country where the client resides are permitted to attest the documents.

F. In case on Non-Individuals, additional documents to be obtained from non-individuals, over & above the POI & POA, as mentioned below:

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

Please Submit the KYC Documents on A4 Size Paper Only.

Details of Promoters/Partners/Karta/Trustees and whole time directors 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 / UID	Residential / Registered Address	Relationship with Applicant (i.e. promoters, whole time directors etc.)	Whether Politically Exposed	Photograph
						☐ PEP ☐ RPEP ☐ NO	
						☐ PEP ☐ RPEP ☐ NO	
						☐ PEP ☐ RPEP ☐ NO	
						☐ PEP ☐ RPEP ☐ NO	
						☐ PEP ☐ RPEP ☐ NO	

Name & Signature of the Authorised Signatory(ies) _____

Date D D / M M / Y Y Y Y

PEP: Politically Exposed Person **RPEP:** Related to Politically Exposed Person

FATCA / CRS DECLARATION FOR NON-INDIVIDUAL ACCOUNTS

Note : The information in this section is being collected because of enhancements to Kotak Mahindra Bank Limited s new account on-boarding procedures in order to comply with Foreign Account Tax Compliance Act (FATCA) requirements pursuant to amendments made to Income-tax Act, 1961 read with Income-tax Rules, 1962:

http://www.incometaxindia.gov.in/dtaa/other%20agreements/india_iga_final-_india_english.pdf

http://www.oecd.org/ctp/exchange-of-tax-information/automatic-exchange-financial-account-information-common-reporting-standard.pdf

Office / Bank use only

OPTY ID / SR Number : _____

FATCA / CRS declaration and details for entities

(We are unable to provide advice about your FATCA classification or interpretation of any terms. Please therefore seek advice from a tax professional on any FATCA aspects)

Part A – Preliminary details *(All fields mandatory)*

Sr No	Particulars	Details of Applicant
1.	**Customer Relationship Number (CRN) of the entity** *[if any]*	
2.	**Name of the Entity**	
3.	**Address for Tax Residence (including city, state, country and pin code)**	
4.	**Address Type (Business or registered office)**	
5.	**Entity Constitution Type.** *(Refer Instruction 6 in annexure)*	
6.	**Do you satisfy any of the criteria mentioned below?**	
	a. Is the entity a U.S. person (Please refer *'other definitions'* in the instructions)	Yes ☐ (Please answer b) No ☐ (Please go to c)
	b. Is the entity a Specified US Person	Yes ☐ No ☐ Entity's exemption code: ____ *(Refer instruction 5 in annexure)*
	c. Is the entity formed/incorporated outside India	Yes ☐ No ☐ *<<If yes, please specify city and country of incorporation/formation>>*
	d. Is the entity having Tax Residency in any country (ies) other than India	Yes ☐ No ☐ *<< If yes, please provide the following details>>*
7.	**Is the entity a Financial Institution (FI)** {including an Foreign Financial Institution} (refer instruction 1 in annexure) **Or** **A Direct Reporting NFFE** *(Refer 'other definitions' in Annexure)*	Yes ☐ (Please fill Part B) No ☐ (Go to next question)
8.	**Is the entity a publicly traded corporation / a related entity of a publicly traded corporation / Active NFFE** *(For clarification, refer instruction 3 in Annexure)*	Yes ☐ (Please fill Part C) No ☐ (Please go to Part D)

Country of Tax residency	Tax Identification No. / Functional equivalent of the foreign country	Tax Identification document#

#In case Tax Identification Number is not available, kindly provide functional equivalentor Company Identification Number or Global Entity Identification Number

Part B – If your answer to question 7 in Part A is a YES, please provide *details in relation to Financial Institutions/ Foreign Financial Institutions or Direct Reporting NFFEs*

Particulars	Details of applicant
The entity is: **1. Financial Institution** ☐ **2. Direct Reporting NFFE** ☐	**Global Intermediary Identification Number (GIIN)** _____ *Note: If you do not have a GIIN but you are sponsored by another entity, please provide your sponsor's GIIN and name below:* Name of sponsoring entity: _____ *(For clarification, refer 'Other Definitions' in the Annexure)* Sponsoring Entity's GIIN: _____ *(If GIIN provided, please go directly to the declaration and acknowledgment)*
If GIIN not available [tick any one]: (Not applicable to Direct Reporting NFFE)	**a. Not obtained:** ☐ **b. Applied for** ☐ [_____] [insert application date] **c. GIIN not required** ☐ ***Please specify reasons:*** _____ ***Please insert code:*** _____ *(Mention Code – For clarification , refer instruction 2in Annexure)* *(Please go to Declaration and Acknowledgment)*

Part C – If your answer to question 8 in Part A is a YES, please provide following details:

Sr No	Particulars	Details of applicant
1.	**a. Are you a publicly traded company?** *(Refer 'Instruction 3' in the annexure)*	Yes ☐ *[Please fill C1(b)]* No ☐ *(Please fill C2)*
	b. Are your shares regularly traded on a recognized stock exchange	Yes ☐ No ☐ *(Please fill C2)* **If yes, please provide name of the stock exchange where the shares are regularly traded:** **1.** _____ **2.** _____ *(Please go to Declaration and Acknowledgment)*
2.	**Are you a *related entity*[#] of a listed company mentioned in Part C (1) above** *# Related entity – An entity is a related entity of another entity if either entity controls the other entity or the two entities are under common control*	Yes ☐ No ☐ *(Please fill C3)* Nature of relation with the related entity: ☐ Subsidiary of the listed company ☐ Controlled by a listed company **If yes, please provide name of the related entity that is listed :** _____ **Name of the stock exchange where the shares of the related listed entity are regularly traded:** **1.** _____ *(Please go to Declaration and Acknowledgement)*
3.	**Entity is an Active NFFE**	Please specify nature of business _____ Category:____ *(Refer codes in Instruction 3)* *(Please go to Declaration and Acknowledgment)*

Part D – If your answer to question 8 in Part A is a NO, please provide following details:

Entity is an Passive NFFE : ☐
(other than Direct reporting NFFE)

Please specify nature of business: _____

Provide details of all UBO/s or Controlling person/s, [natural persons as per PMLA] (including Owner Documented FFI's *[For clarification, refer'Other Definitions' in the Annexure])* **in the table below**

Are you an Owner-documented FFI's - Yes ☐ ***No*** ☐

If 'Yes', <u>in addition to the below details,</u> please provide a duly filled form W8BEN E along with FFI Owner Reporting Statement and Auditor's Letter.

If 'No', Please provide below details only.

Name of UBO	Country of Tax residency	Residence address for tax purposes	Fathers name *(If PAN not available)*	Tax identification number or equivalent & Tax identification/ functional equivalent document	Identification document: Passport/ PAN etc.	City and Country of Birth	UBO Code *(For clarification, refer Instruction 7 in the Annexure)*

Note: In case of a multiple intermediaries, please provide the shareholding / controlling structure of each such intermediary/ies.

A. If any of the UBO is a resident / citizen of 'other than India' or citizen / tax resident / green card holder of country, please provide Taxpayer ID number or equivalent / Social Security Number [SSN]

B. Submit documentary proof like shareholding pattern duly self-attested by Authorized Signatory / Company Secretary

C. If number of UBOs are greater than 4 or the space required is insufficient, information in the given format can be given in additional sheets

Please also fill the Beneficial Owner Customer Relation Form for the UBOs

Declaration & Acknowledgement	I / We _____ being the beneficial owner of the account opened / to be opened with Kotak Mahindra Bank Limited and the income credited therein declare that the above information and information in the submitted documents to be true, correct and updated, and the submitted documents are genuine and duly executed I / We acknowledge that towards compliance with tax information sharing laws, such as FATCA / CRS, the Bank may be required to seek additional personal, tax and beneficial owner information and certain certifications and documentation from the account holder. Such information may be sought either at the time of account opening or any time subsequently. In certain circumstances (including if the Bank does not receive a valid self-certification from me) the Bank may be obliged to share information on my account with relevant tax authorities. Should there be any **change in any information provided by me, I ensure that I will intimate the Bank** promptly, **i.e., within 30 days.** Towards compliance with such laws, the Bank may also be required to provide information to any institutions such as withholding agents for the purpose of ensuring appropriate withholding from the account or any proceeds in relation thereto. As may be required by domestic or overseas regulators/ tax authorities, the Bank may also be constrained to withhold and pay out any sums from my account or close or suspend my account(s).
Customer / Authorized person Signature & Designation	
Date	

Bank use section

Signature Verified by | Sign & Emp Code | Receiver's Stamp

Documents sent to CPC/RPC on | D D M M Y Y Y Y | Authorized by

Form Type Submitted – W-8 BENE ☐

KMBL/September-2015/V 1.0

POWER OF ATTORNEY

TO ALL TO WHOM THESE PRESENTS SHALL COME, I/WE. _____an individual(s)/a company/Trust, residing at_____/ incorporated under the _____ /constituted under the Indian Trust Act, 1982/Bombay Public Trust Act, 1950, having its registered office at _____ through its authorized signatory(ies)_____/ represented by its Trustees_____ and authorized to invest in Indian stock markets ("**the Grantor**");

AND WHEREAS the Grantor entered into a Portfolio Management agreement with **Marcellus Investment Management Private Limited** having its office at **602 Odyssey-1, Hiranandani Gardens, Powai, Mumbai India 400076** to act as portfolio manager;

AND WHEREAS the Portfolio Manger has also entered into a Custodial Services agreement with Kotak Mahindra Bank Limited having its office at **Kotak Infiniti, 6th Floor, Zone IV Building No. 21, Infinity Park, Off Western Express Highway, General A K Vaidya Marg, Malad (E), Mumbai - 400 097** to act as Local Custodian in India to maintain the pool level custody account, bank account and depository account with the Local Custodian;

AND WHEREAS the Grantor in relation to the Portfolio Management Agreement has also opened the Depository Participant account and Cash Account with the Local Custodian and in terms of the Portfolio Management Agreement has authorized the Portfolio Manager to give instructions for operation of the DP account and Cash Account maintained with the Local Custodian.

AND WHEREAS the transactions intended to be completed warrant a Power of Attorney to be granted in favour of Local Custodian;

NOW KNOW YE ALL AND THESE PRESENTS WITNESS THAT WE, _____ hereby make, constitute and appoint Kotak Mahindra Bank Limited, **Kotak Infiniti, 6th Floor, Zone IV Building No. 21, Infinity Park, Off Western Express Highway, General A K Vaidya Marg, Malad (E), Mumbai - 400 097** , hereinafter referred to as the "Attorney", as our true and lawful attorney, in our name and on our behalf to do, subject to the restriction set out below, any or all of the following acts, deeds and things, that is to say:

(Reference to the term "securities" shall for the purpose of these presents include in addition to the normal commercial meaning thereof, dematerialized and/or rematerialized balances, dematerialized and/or rematerialized securities and statements pertaining to such dematerialized and/or rematerialized balances.)

1) To receive, deliver endorse, dematerialize, rematerialize or otherwise transfer and assign all securities issued by any Government or local authorities, shares, stocks or debentures in any company or corporation, whether incorporated in India or in any other country including the said Attorney or any other stocks, funds, debentures and securities of any description, including any units issued by any unit trust or mutual fund (hereinafter referred to as "securities") which do now or shall hereafter stand in our name which we may now or at any time hereafter acquire.

2) To accept and sign transfer unto our name or in the name of any other person any securities, dematerialized/rematerialized balances/statements.

3) To apply for and accept allotments of any securities, rights, bonus issues or its equivalent in dematerialized form.

4) To open and operate upon such accounts as may be designated by us for the purpose of giving effect to the powers set out in these presents and/or in the Custodial Services Agreement.

5) To demand, recover, enforce payment of, collect, receive and give good and sufficient receipts, discharges and indemnities for and in respect of all dividends, interest, income debts, principal monies, interest and any sums due under any such investments, securities, rights and things to which we are or may be entitled whether solely or jointly with any other person or persons or corporation.

6) To sign and endorse all cheques, promissory notes, bills of exchange or other orders for the payment of money to which the signature or endorsement of or on our behalf may be needed or deemed expedient.

7) To sign, seal, execute, deliver and to do such deeds, transfer, agreements, receipts, releases, discharges, instruments, application, contracts, transfer deeds, surrenders, dividend mandates or other documents including "StockInvest" and Fixed Deposit applications, acts and things as may be necessary in relation to the powers hereby granted or any of them.

8) A. To issue SGL Transfer Forms on its Constituent SGL Account with the Reserve Bank of India and to debit the same to our securities account held with Kotak Bank

B. To receive SGL Transfer Forms for deposit into its Constituent SGL Account with the Reserve Bank of India and to credit the same to our securities account held with Kotak Bank

C. To submit requests to the Reserve Bank of India for surrender of securities with a view to having the same credited to its Constituent SGL Account with the Reserve Bank of India.

D. To submit requests to the Reserve Bank of India for issue of securities in the form of Government Promissory Notes or Stock Certificates by debit to its Constituent SGL Account with the Reserve Bank of India.

9) To perform all such acts at any time as may be deemed by our attorney to be advisable including without limitation the generality thereof: executing and delivering indemnities, guarantees, receipts and/or other documents as may be necessary or desirable.

10) To endorse and transfer to the said Attorney, any securities of any description, whatsoever.

11) To present for payment and collect the amount payable upon all securities which may mature or be called, redeemed or retired or otherwise become payable.

12) To surrender securities in temporary form for definitive securities.

13) To hold all stock dividends, rights and similar securities with respect to any securities held by it.

14) To deliver securities/dematerialized balances/statements in exchange for other securities or cash issued or paid in connection with the liquidations, re-organization, re-financing merger, consolidation or re-capitalization of any corporation or upon the exercise of any rights or conversion privileges.

15) To make such transfers or exchanges of the assets held by us.

16) Generally, to act on the premises as fully and effectually as we could act if personally present

17) To take all necessary actions, including signing of all necessary applications and other documents, for the remittance to us in US Dollars (or other convertible currency) the sale proceeds of any shares, bonds and securities sold by us or sold on our behalf.

18) To apply for and carry out the necessary procedures for receiving tax exemption under the relative provisions of the income-tax laws, or under the Rules, notifications or order made thereunder, or under the relevant Avoidance of Double Taxation Treaty, if any.

19) To receive and transmit to us notices of Shareholders' meetings, dividend notices and any other related information.

20) To attend and vote or appoint any person to attend and vote as our proxy at any meetings of the company and/or its creditors and to effect, sanction or oppose any exercise or modification of rights relating to the said investments or any of them, in accordance with our instructions.

21) To make applications to any regulatory agencies in India for purchase or acquisition in any other manner or for sale or transfer of any securities or for such purpose as the attorney may consider appropriate, and to act, appear in any legal proceedings for or against us and to retain any lawyers, though not bound to do so.

22) To appoint a substitute/s and remove him at any time as the Attorney may consider appropriate.

23) To delegate to such person/body corporate to be appointed Constituted Attorney in our name and that of our attorneys with the power to do all acts, things and deeds set out in these presents.

24) To concur with any other person or persons or corporations in the doing of any act or thing hereby authorized, including appointment of legal advisors, on our behalf and in our name sign and execute Vakalatnamas, Pleadings, Affidavits and appeals and to commence or defend any action in relation to the powers hereby granted as our attorneys may deem fit.

25) To make and file proofs of claim and generally to represent us in any liquidation, bankruptcy, or insolvency all in relation to the aforesaid investments or any of them.

26) To sign and execute all such agreements, instruments, papers, documents, deeds, writing, forms as may be necessary or deemed expedient by the Attorney

to comply with the Bye-Laws and Business Rules of the National Securities Depository Limited, SEBI (Depository & Participants) Regulations 1996 and all other rules, regulations of any other statutory or regulatory body or authority.

It is hereby declared that since this Power of Attorney is given to Kotak Bank which is a body corporate, the powers herein may be exercised by Kotak Bank through any of its employees.

And we hereby ratify and confirm and covenant for ourselves, our successors and assigns to ratify and confirm all and whatsoever shall be lawfully done in the premises in virtue of these presents including in such confirmation whatsoever shall be done in the between the time of revocation by any means of these presents and the time of such revocation becoming known to the said attorney and anything which shall be done after our winding up/liquidation and upon such winding up/liquidation becoming known to our attorney.

And it is hereby declared that the said Attorney in exercising the powers hereby conferred shall conform to the regulations and directions for the time being imposed on or given to the said Attorney by us, provided always that no person dealing with the said Attorney shall be concerned to see or inquire whether the said attorney is or is not acting in accordance with such regulations and directions and not withstanding any breach of such regulations and directions committed by the said Attorney or in regard to any act, deed or instrument, the same shall, as between us and the person dealing with the said Attorney, be valid and binding on us to all intents and purposes. And it is hereby also declared that the powers to be conferred shall not be determined or effected by the fact of us acting either personally or through another on the premises.

IN WITNESS WHEREOF, our Common Seal is hereunto affixed at ……. , …… …….. on this …th day of …….. in the year 200...

In the presence of _____

WITNESS: _____

The above signatures have been affixed in the presence of _____ a Notary Public duly commissioned and practicing in the Republic of ……, having his/ her office at ……. ……...

Notary Public

We Accept

_____
Kotak Mahindra Bank Limited
(The Attorney)