

EMKAY INVESTMENT MANAGERS LIMITED

Portfolio Manager Sebi Registration No. INP000004458

CLIENT REGISTRATION FORM

Portfolio Management Services

Name _____

Client Code _____

Branch/ Business Associate _____

INDEX

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INSTRUCTIONS / CHECK LIST FOR FILLING KYC FORM

A. IMPORTANT POINTS:

1. Self attested copy of PAN card is mandatory for all clients.
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. PAN card with photograph. This is mandatory requirement for all applicants except those who are specifically exempt from obtaining PAN (listed in Section D)
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3. Identity card/ document with applicant's Photo, issued by any of the following: Central/State Government and its Departments, Statutory/Regulatory Authorities, Public Sector Undertakings, Scheduled Commercial Banks, Public Financial Institutions, Colleges affiliated to Universities, Professional Bodies such as ICAI, ICWAI, ICSI, Bar Council etc., to their Members; and Credit cards/Debit cards issued by Banks.

C. Proof of Address (POA): - List of documents admissible as Proof of Address:

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1. Passport/ Voters Identity Card/ Ration Card/ Registered Lease or Sale Agreement of Residence/ Driving License/ Flat Maintenance bill/ Insurance Copy.
2. Utility bills like Telephone Bill (only land line), Electricity bill or Gas bill - Not more than 3 months old.

3. Bank Account Statement/Passbook — Not more than 3 months old.
4. Self-declaration by High Court and Supreme Court judges, giving the new address in respect of their own accounts.
5. Proof of address issued by any of the following: Bank Managers of Scheduled Commercial Banks/Scheduled Co-Operative Bank/Multinational Foreign Banks/Gazetted Officer/Notary public/Elected representatives to the Legislative Assembly/Parliament/Documents issued by any Govt. or Statutory Authority.
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7. For FII/sub account, Power of Attorney given by FII/sub-account to the Custodians (which are duly notarized and/or apostilled 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 on the copy).
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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.
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A. Identity Details (please see guidelines overleaf)

1. Name of Applicant (Please write complete name as per Certificate of Incorporation / Registration; leaving one box blank between 2 words. please do not abbreviate the Name)																													
2. Date of Incorporation															3. Registration No. (e.g. CIN)														
<div style="display: flex; justify-content: space-between;"> d d / m m / y y y y Place of Incorporation </div>															<div style="display: flex; justify-content: space-between;"> Date of commencement business d d / m m / y y y y </div>														
4. Status Please tick (✓) <input type="checkbox"/> Private Ltd. Co. <input type="checkbox"/> Public Ltd. Co. <input type="checkbox"/> Body Corporate <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/Charities/NGO's <input type="checkbox"/> HUF <input type="checkbox"/> FI <input type="checkbox"/> FII <input type="checkbox"/> AOP <input type="checkbox"/> FPI Category I <input type="checkbox"/> FPI Category II <input type="checkbox"/> FPI Category III <input type="checkbox"/> Bank <input type="checkbox"/> Government Body <input type="checkbox"/> Non - Government Organization <input type="checkbox"/> Defence Establishment <input type="checkbox"/> Body of Individuals <input type="checkbox"/> Society <input type="checkbox"/> LLP <input type="checkbox"/> Others (Please Specify) _____																													
5. Permanent Account Number (PAN) (MANDATORY)															Please enclose a duly attested copy of your PAN Card														

B. Address Details (please see guidelines overleaf)

1. Address of 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.																													
<input type="checkbox"/> *Latest Telephone Bill (only Land Line) <input type="checkbox"/> *Latest Electricity Bill <input type="checkbox"/> *Latest Bank A/c Statement <input type="checkbox"/> Registered Lease / Sale Agreement of Office Premises <input type="checkbox"/> *Any other proof of address document (as listed overleaf) (please specify) _____																													
*Not more than 3 month 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																			
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C. Other Details (please see guidelines overleaf)

1. Name, PAN, DIN/Aadhaar Number, residential address and photographs of Promoters/Partners/Karta/Trustees/Whole Time Directors (Please use the Annexure to fill in the details)																													
2. 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

EMKAY INVESTMENT MANAGERS LIMITED
(POS CODE :)

- ☐ (Originals Verified) Self Certified Document Copies received
☐ (Attested) True Copies of documents received

Seal/Stamp of the intermediary should contain
Staff Name _____
Designation _____
Name of the Organization _____
Signature _____
Date _____

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Types of entity	Documentary requirements
Corporate	<ul style="list-style-type: none"> 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	<ul style="list-style-type: none"> 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	<ul style="list-style-type: none"> 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	<ul style="list-style-type: none"> 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	<ul style="list-style-type: none"> Proof of Existence/Constitution document. Resolution of the managing body & Power of Attorney granted to transact business on its behalf. Authorized signatories list with specimen signatures.
Banks/Institutional Investors	<ul style="list-style-type: none"> 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)	<ul style="list-style-type: none"> Copy of SEBI registration certificate. Authorized signatories list with specimen signatures.
Army/ Government Bodies	<ul style="list-style-type: none"> Self-certification on letterhead. Authorized signatories list with specimen signatures.
Registered Society	<ul style="list-style-type: none"> Copy of Registration Certificate under Societies Registration Act. List of Managing Committee members. Committee resolution for persons authorised to act as authorised signatories with specimen signatures. True copy of Society Rules and Bye Laws certified by the Chairman/Secretary.

Details of Promoters/Partners/Karta/Trustees/Whole time Directors and authorised signature

Sr. No.	PAN & Aadhar Card (Please attach PAN & Aadhar Card Copy)	Name & Address	DIN (For Directors)/UID (For other if available)	Relationship with Applicant (i.e. promoters, whole time directors etc.	Signature
	PAN No.				PHOTOGRAPH Please affix the recent passport size photograph and sign across it 
	Aadhar Card No.				
	PAN No.				PHOTOGRAPH Please affix the recent passport size photograph and sign across it 
	Aadhar Card No.				
	PAN No.				PHOTOGRAPH Please affix the recent passport size photograph and sign across it 
	Aadhar Card No.				

Name of the Authorised Signatory(ies)

Signature of the Authorised Signatory(ies)

Date / /

CUSTOMER PROFILE AND DETAILS (FIRST HOLDER)

PAN Net Worth : _____ as on date (Not older than 1 Yr.)

Average Annual Income of Last 3 years (Rs.) ☐ 5-10 Lacs ☐ 10-25 Lacs ☐ 25-1 Crore ☐ > 1 Crore

Are you A Tax Assesse? Yes ☐ No ☐

Educational Qualification: ☐ Under Graduate ☐ Graduate ☐ Post Graduate ☐ Professional

Occupation (Please tick anyone)

Private Sector Service ☐ Public Sector ☐ Government Service ☐ Business ☐ Professional ☐ Student ☐
 Agriculturist ☐ Retired ☐ Housewife ☐ Forex Dealer ☐ Other (Specify) _____

Nature of business:

(Products / services provided) _____

Investment Profile: Investment/Trading Exp ☐ No Prior Exp. ☐ Years in Stocks ☐ Years in Derivative ☐

Years in other investment related fields ☐

Expected time period of Investment with Emkay Investment Managers Ltd.: _____ (Years)

Overall Investment Goals: Capital Appreciation ☐ Regular Income ☐ Both ☐

Risk Tolerance: Low ☐ Medium ☐ High ☐

Requirement of Systematic Withdrawal Plan: Monthly ☐ Quarterly ☐ Half Yearly ☐ Annually ☐

Investment Horizon: Long Term ☐ Medium Term ☐ Short Term ☐

Investment Objectives: (please put your no. of preferences of investment in the following boxes as 1-2-3-4-5)

☐ Equity ☐ Debit ☐ Balanced : _____ % Equity _____ % Debit ☐ Mutual Funds ☐ Others

Please tick, if applicable:

☐ Politically Exposed Person (PEP) ☐ Related to a Politically Exposed Person (RPEP) ☐ Not Applicable

Whether you are registered with any other broker member: ☐ Yes ☐ No

Name of the Broker / Sub-Broker: _____

Name of the Exchange: _____ Client Code: _____

Details of any action taken by SEBI / Stock Exchange/any other authority against the Client/Partners/Promoters/Whole time Directors /Authorized Persons incharge of dealing in security for violation of securities laws/other economic offenses. ☐ Yes ☐ No

If YES, please provide details: _____

Account Statement Requirement: ☐ Daily ☐ Weekly ☐ Fortnightly ☐ Monthly ☐ Quarterly ☐ Half Yearly ☐ Annually

Automatic Credit: ☐ Yes I/We authorize you to receive credits in my / our account without any instructions from me / us ☐ No

CUSTOMER PROFILE AND DETAILS (SECOND HOLDER)

PAN Net Worth : _____ as on date (Not older than 1 Yr.)

Average Annual Income of Last 3 years (Rs.) ☐ 5-10 Lacs ☐ 10-25 Lacs ☐ 25-1 Crore ☐ > 1 Crore

Are you A Tax Assesse? Yes ☐ No ☐

Educational Qualification: ☐ Under Graduate ☐ Graduate ☐ Post Graduate ☐ Professional

Occupation (Please tick anyone)

Private Sector Service ☐ Public Sector ☐ Government Service ☐ Business ☐ Professional ☐ Student ☐

Agriculturist ☐ Retired ☐ Housewife ☐ Forex Dealer ☐ Other (Specify) _____

Nature of business:
(Products / services provided) _____

Investment Profile: Investment/Trading Exp ☐ No Prior Exp. ☐ Years in Stocks ☐ Years in Derivative ☐

Years in other investment related fields ☐

Expected time period of Investment with Emkay Investment Managers Ltd.: _____ (Years)

Overall Investment Goals: Capital Appreciation ☐ Regular Income ☐ Both ☐

Risk Tolerance: Low ☐ Medium ☐ High ☐

Requirement of Systematic Withdrawal Plan: Monthly ☐ Quarterly ☐ Half Yearly ☐ Annually ☐

Investment Horizon: Long Term ☐ Medium Term ☐ Short Term ☐

Investment Objectives: (please put your no. of preferences of investment in the following boxes as 1-2-3-4-5)

☐ Equity ☐ Debit ☐ Balanced : _____ % Equity _____ % Debit ☐ Mutual Funds ☐ Others

Please tick, if applicable:

☐ Politically Exposed Person (PEP) ☐ Related to a Politically Exposed Person (RPEP) ☐ Not Applicable

Whether you are registered with any other broker member: ☐ Yes ☐ No

Name of the Broker / Sub-Broker: _____

Name of the Exchange _____ Client Code: _____

Details of any action taken by SEBI / Stock Exchange/any other authority against the Client/Partners/Promoters/Whole time Directors /Authorized Persons incharge of dealing in security for violation of securities laws/other economic offenses. ☐ Yes ☐ No

If YES, please provide details: _____

CUSTOMER PROFILE AND DETAILS (THIRD HOLDER)

PAN Net Worth : _____ as on date (Not older than 1 Yr.)

Average Annual Income of Last 3 years (Rs.) ☐ 5-10 Lacs ☐ 10-25 Lacs ☐ 25-1 Crore ☐ > 1 Crore

Are you A Tax Assesse? Yes ☐ No ☐

Educational Qualification: ☐ Under Graduate ☐ Graduate ☐ Post Graduate ☐ Professional

Occupation (Please tick anyone)

Private Sector Service ☐ Public Sector ☐ Government Service ☐ Business ☐ Professional ☐ Student ☐

Agriculturist ☐ Retired ☐ Housewife ☐ Forex Dealer ☐ Other (Specify) _____

Nature of business:
(Products / services provided) _____

Investment Profile: Investment/Trading Exp ☐ No Prior Exp. ☐ Years in Stocks ☐ Years in Derivative ☐

Years in other investment related fields ☐

Expected time period of Investment with Emkay Investment Managers Ltd.: _____ (Years)

Overall Investment Goals: Capital Appreciation ☐ Regular Income ☐ Both ☐

Risk Tolerance: Low ☐ Medium ☐ High ☐

Requirement of Systematic Withdrawal Plan: Monthly ☐ Quarterly ☐ Half Yearly ☐ Annually ☐

Investment Horizon: Long Term ☐ Medium Term ☐ Short Term ☐

Investment Objectives: (please put your no. of preferences of investment in the following boxes as 1-2-3-4-5)

☐ Equity ☐ Debit ☐ Balanced : _____ % Equity _____ % Debit ☐ Mutual Funds ☐ Others

Please tick, if applicable:

☐ Politically Exposed Person (PEP) ☐ Related to a Politically Exposed Person (RPEP) ☐ Not Applicable

Whether you are registered with any other broker member: ☐ Yes ☐ No

Name of the Broker / Sub-Broker: _____

Name of the Exchange _____ Client Code: _____

Details of any action taken by SEBI / Stock Exchange/any other authority against the Client/Partners/Promoters/Whole time Directors /Authorized Persons incharge of dealing in security for violation of securities laws/other economic offenses. ☐ Yes ☐ No

If YES, please provide details: _____

Name _____

Address _____

with pin _____ Tel. No. _____

code _____

[illegible]

☐ Single ☐ Joint ☐ Anyone or Survivor

Particulars	(1)								(2)		(3)	
DP Name	Emkay Global Financial Services Ltd.											
DP Address	C-06, Paragon Centre, P. B. Marg,											
	Worli, Mumbai - 400 013.											
DP ID	1	2	0	2	3	0	0	0				
Client ID												
2nd holder's Name												
3rd holder's Name												
Default A/c (Any One)	<input type="checkbox"/> Yes <input type="checkbox"/> No								<input type="checkbox"/> Yes <input type="checkbox"/> No		<input type="checkbox"/> Yes <input type="checkbox"/> No	

I hereby declare that the details furnished above are true and correct to the best of my knowledge and belief and I undertake to inform you of any changes therein immediately. In case any of the above information is found to be false or untrue or misleading or misrepresenting I am aware that I may be held liable for it.

To ensure appropriate identification of the customer(s) under its KYC policy and with a view to Monitor transactions, EIML reserves the right to seek information, record customer's telephonic calls and/or obtain and retain documentation for establishing the identity of the customer, proof of residence, source of funds etc. It may re-verify identity, seek and obtain any incomplete or additional information for this purpose.



✓

X

11

FATCA - CRS Declaration - INDIVIDUAL

Please fill the information below as requested	First Account Holder	Second Account Holder	Third Account Holder
Name of the Account Holder			
Maiden Name (if any)			
Father's Name (mandatory)			
Spouse's Name			
Marital Status	<input type="checkbox"/> Married <input type="checkbox"/> Unmarried <input type="checkbox"/> Other	<input type="checkbox"/> Married <input type="checkbox"/> Unmarried <input type="checkbox"/> Other	<input type="checkbox"/> Married <input type="checkbox"/> Unmarried <input type="checkbox"/> Other
Nationality	<input type="checkbox"/> Indian <input type="checkbox"/> Others _____	<input type="checkbox"/> Indian <input type="checkbox"/> Others _____	<input type="checkbox"/> Indian <input type="checkbox"/> Others _____
Aadhar No.			
Identification Type Documents submitted as proof of identity of the individual	<input type="checkbox"/> PAN <input type="checkbox"/> Other (pls. Specify) _____	<input type="checkbox"/> PAN <input type="checkbox"/> Other (pls. Specify) _____	<input type="checkbox"/> PAN <input type="checkbox"/> Other (pls. Specify) _____
Please mention your Residential Status if it is any one of these	<input type="checkbox"/> Resident Individual <input type="checkbox"/> Non Resident Indian <input type="checkbox"/> Foreign National <input type="checkbox"/> Person of Indian Origin	<input type="checkbox"/> Resident Individual <input type="checkbox"/> Non Resident Indian <input type="checkbox"/> Foreign National <input type="checkbox"/> Person of Indian Origin	<input type="checkbox"/> Resident Individual <input type="checkbox"/> Non Resident Indian <input type="checkbox"/> Foreign National <input type="checkbox"/> Person of Indian Origin

Are you a tax resident (i.e. are you assessed for Tax) in any other country other than India? Yes ☐ No ☐

If 'Yes', please fill for all countries (other than India) in which you are a Resident for tax purpose i.e. where you are a Citizen / Resident / Green Card Holder / Tax Resident in the respective countries

S. No.	Country of Tax Residency	Tax Identification Number (TIN) or Functional Equivalent	Identification Type [TIN or other, please specify]	If TIN is not available, please tick (3) the reason A, B or C [as defined below]
1				→ Reason A <input type="checkbox"/> B <input type="checkbox"/> C <input type="checkbox"/>
2				→ Reason A <input type="checkbox"/> B <input type="checkbox"/> C <input type="checkbox"/>

➤ Reason A → The country where the Account Holder is liable to pay tax does not issue TIN to its residents.

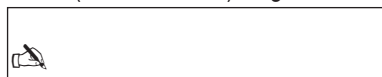
➤ Reason B → No TIN required [Select this reason only if the authorities of the respective country of tax residence do not required the TIN to be collected]

➤ Reason C → Others – Please specify the reasons _____

Declaration:

I / We certify that: a) the information provided in the Form is in accordance with section 285BA of the Income Tax Act, 1961 read with Rules 114F to 114H of the Income tax Rules, 1962. b) the information provided by me/us in the Form, its supporting Annexures as well as in the documentary evidence provided by me/us are, to the best of our knowledge and belief, true, correct and complete and that I/we have not withheld any material information that may affect the assessment/categorization of the account as a Reportable account or otherwise. c) I/We permit/authorise the Company to collect, store, communicate and process information relating to the Account and all transactions therein, by the Company and any of its affiliates wherever situated including sharing, transfer and disclosure between them and to the authorities in and/or outside India of any confidential information for compliance with any law or regulation whether domestic or foreign. d) I / We undertake the responsibility to declare and disclose within 30 days from the date of change, any changes that may take place in the information provided in the Form, its supporting Annexures as well as in the documentary evidence provided by me/us or if any certification becomes incorrect and to provide fresh self-certification along with documentary evidence. e) I / We also agree that our failure to disclose any material fact known to us, now or in future, may invalidate our application and the Company would be within its right to put restrictions in the operations of my/our account or close it or report to any regulator and/or any authority designated by the Government of India (GOI) /RBI/SEBI for the purpose or take any other action as may be deemed appropriate by the Company if the deficiency is not remedied by us within the stipulated period. f) I / We hereby accept and acknowledge that the Company shall have the right and authority to carry out investigations from the information available in public domain for confirming the information provided by me / us to the Company. g) It shall be my / our responsibilities to educate myself / ourself and to comply at all times with all relevant laws relating to reporting under section 285BA of the Act read with the Rules thereunder. h) I/We also agree to furnish such information and/or documents as the Company may require from time to time on account of any change in law either in India or abroad in the subject matter herein. i) I/We shall indemnify the Company for any loss that may arise to the Company on account of providing incorrect or incomplete information. j) I / We certify that I/we have the capacity to sign as per CBDT rules/SEBI guidelines.

I/We authorize Emkay Investment Managers Limited / Its Associates / subsidiaries to authenticate data in accordance with UIDAI (Authentication) Regulations.



First Applicant



Second Applicant



Third Applicant

Date: _____ Place : _____

Acknowledgement

We acknowledge the receipt of FATCA/CRS declaration form duly filled and signed from Mr./Ms./

M/s. _____ PAN _____ on dd/mm/yyyy

Date:

Emkay
Your success is our success

(If "Yes", please provide country/ies in which the entity is a resident for tax purpose and the associated TIN)

In case the Entity's Country of Incorporation / Tax Residence is US but Entity is not a Specified US person, mention Entity's exemption code here

We are a

☐ Financial Institution / FFI

☐ Direct Reporting NFFE

GIIN (Global Intermediary Identification Number):

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

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 the sponsoring entity

GIIN not available [tick any one]:

☐ Applied For

☐ Not required to apply for—specify sub - category code

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☐ Not obtained - Non-participating FFI

Part - C [Fill any one as applicable -to be filled by NFEs other than Direct Reporting NFEs]

1	Is the entity is a listed company [whose shares are regularly traded on a recognized stock exchange]	<input type="checkbox"/> No <input type="checkbox"/> Yes (If Yes, Please specify any one Stock Exchange on which the stock is traded regularly) Name of the Stock Exchange _____
2	Is the entity a, Related Entity of a listed company [whose shares are regularly traded on a recognized stock exchange]	<input type="checkbox"/> No <input type="checkbox"/> Yes (Please specify the name of the listed company and one stock exchange on which stock is traded regularly) Name of the listed company: _____ Nature of Relation: <input type="checkbox"/> Subsidiary <input type="checkbox"/> Controlled
3	Is the entity an Active NFE ?	<input type="checkbox"/> No <input type="checkbox"/> Yes - Nature of business _____ Please specify sub-category of Active NFE <input type="checkbox"/> <input type="checkbox"/>
4	If the entity a Passive NFE :	<input type="checkbox"/> No <input type="checkbox"/> Yes - Nature of business _____ If Yes, fill UBO declaration in the next section

if Passive NFE, please provide the below additional details for each of the Controlling person. (Please attach additional sheets if necessary)

S No	Name of UBO	Taxpayer Identification Number / PAN / Equivalent ID Number~	Place & Country of Birth	Country of Tax Residence*	Occupation Type [Service, Business, Others.]	Nationality	Father's Name	Date of Birth dd/mm/yyyy	Gender [Male, Female, others]

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

~ In case TIN is not available, kindly provided functional equivalent

* If UBO has more than one tax residency outside India, details to be provided in separate rows for each of the tax residency countries

Declaration:

Declaration:

I / We certify that: a) the information provided in the Form is in accordance with section 285BA of the Income Tax Act, 1961 read with Rules 114F to 114H of the Income tax Rules, 1962. b) the information provided by me/us in the Form, its supporting Annexures as well as in the documentary evidence provided by me/us are, to the best of our knowledge and belief, true, correct and complete and that I/we have not withheld any material information that may affect the assessment/categorization of the account as a Reportable account or otherwise. c) I/We permit/authorise the Company to collect, store, communicate and process information relating to the Account and all transactions therein, by the Company and any of its affiliates wherever situated including sharing, transfer and disclosure between them and to the authorities in and/or outside India of any confidential information for compliance with any law or regulation whether domestic or foreign. d) I / We undertake the responsibility to declare and disclose within 30 days from the date of change, any changes that may take place in the information provided in the Form, its supporting Annexures as well as in the documentary evidence provided by me/us or if any certification becomes incorrect and to provide fresh self-certification along with documentary evidence. e) I / We also agree that our failure to disclose any material fact known to us, now or in future, may invalidate our application and the Company would be within its right to put restrictions in the operations of my/our account or close it or report to any regulator and/or any authority designated by the Government of India (GOI) / RBI/SEBI for the purpose or take any other action as may be deemed appropriate by the Company if the deficiency is not remedied by us within the stipulated period. f) I / We hereby accept and acknowledge that the Company shall have the right and authority to carry out investigations from the information available in public domain for confirming the information provided by me / us to the Company. g) It shall be my / our responsibilities to educate myself / ourself and to comply at all times with all relevant laws relating to reporting under section 285BA of the Act read with the Rules thereunder. h) I/We also agree to furnish such information and/or documents as the Company may require from time to time on account of any change in law either in India or abroad in the subject matter herein. i) I/We shall indemnify the Company for any loss that may arise to the Company on account of providing incorrect or incomplete information. j) I / We certify that I/we have the capacity to sign for the Entity as per CBDT rules/SEBI guidelines.

Signature with relevant seal:



Date: Authorised Signatory



Authorised Signatory



Authorised Signatory

Place:

Nomination Details (For Individual Applicants Only)

Nominee Name:

Relationship with applicant: Nominee % Share.....

Date of Birth: Sex: Male.....Female.....

Is nominee a minor? Yes ☐ No ☐ If minor, please provide following details for guardian

Name & Relationship of Guardian (if minor)

.....

Permanent Add (Nominee / guardian): Same as Applicant

Correspondence Address: Same as Applicant

.....

.....

.....


.....

Nominee Date of Birth (Guardian):.....

Nominee Pan No.:.....

Nominee Mobile:.....

Nominee Email Id:.....

	Name	Signature
Sole Holder		

INTRODUCER / REFERENCE DETAILS

Introducer/Remisier/Sub-broker/Employee who referred/introduced the Client.

Introducer Name: Code (if any):.....

Address : PAN No.:

Mobile No.: Signature :

INPERSON VERIFICATION

Emp. Name : Emp. Code :

Designation : Seal & Signature :

Date :

CLIENT RISK PROFILE QUESTIONNAIRE

When it comes to investments, our objective and expectations differ in many ways. However, it is not always easy to spot the right options among the plethora present today. Therefore, it is important for us to present you with only those choices, which are relevant to your requirements and preferences. Following are a few questions that would help us better understand your approach and expectations from your investments and thus, help us suggest the best suited offering to you.

1. What is your investment horizon? How long can you keep your money invested in the market before needing access to it?

1 to 2 years	2	2 to 5 years	4
5 to 7 years	8	7 + years	10

2. Which of the following best describes your life stages?

Retired	2	Preparing for Retirement	4
Couple with Children	6	Couple without Children	8
Single with few financial responsibilities	10		

3. How familiar are you with investment matters?

Not familiar at all. I feel uncomfortable with the complexity	2	Somewhat familiar. I don't fully understand investments, including the share market	4
Fairly familiar. I understand the various factors which influence investment performance	8	Very familiar. I use research and other information to make investment decisions. I understand various factors which influence investment performance	10

4. Which of these objectives do you wish to fulfill by investing in the portfolio / product?

To preserve capital	2	To earn regular income	4
To earn regular income as well growth in the portfolio	8	Capital appreciation over longer term	10

5. How would you react if your equity portfolio decline in value by 15-20% over a one-year period?

I would sell my entire equity portfolio	2	I would sell a part of equity portfolio and move to debt investment	4
I would not sell but, hold on to the equity portfolio	8	I would invest/add more into my equity portfolio	10

6. Which of these best expresses your feeling if / when you incur any loss in portfolios/product?

Daily losses make me uncomfortable	2	I check the value several times a month, but not much concerned and would stay invested	4
I feel very uneasy if the losses are not recovered even after a period of 1-2 years	6	I continue to believe in long term strategy and remain confident that the portfolio will recover losses in the long term	10

7. Equity portfolios/products tend to deliver high returns in proportion with high risk. Which of these reflects your risk tolerance level?

I am comfortable with portfolios that do not fluctuate (capital protection)	2	I am little comfortable seeing the value fluctuations (minimum/low level of risk)	4
I am comfortable with market fluctuations (moderate risk and moderate return)	6	I am comfortable with market instability and understand that high return comes with high risk and short term fluctuations (high risk high return)	10

8. Which of these scenarios best describes your “Risk Range”? What level of losses and profits would be comfortable with?

Choice	Worst Year	Best Year	Select
Portfolio E	5%	9%	2
Portfolio D	-4%	14%	4
Portfolio C	-11%	22%	6
Portfolio B	-17%	35%	8
Portfolio A	-28%	50%	10

9. Which of the following best describes your past investment experience?

I am a first time investor and have invested only in FD/Insurance/Pension schemes	2	Stick to stable and safe investments	2
Made losses and reluctant to invest in anything that fluctuate in value	2	I have gained on investments that can fluctuate in value and am comfortable with fluctuations	8
Made losses but I understand that high return comes with high risk	10		

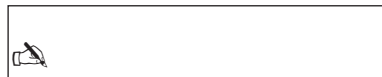
Total Score of the Applicant	
Based on the below table each Applicant Risk Profile is*	

Risk Profile*	Risk Appetite Score Range
Aggressive	72-90
Moderately Aggressive	54-71
Moderate	36-53
Conservative	18-35

Portfolio Name	Risk Profile
1) Capital Builder 2) Multicap Capital 3) Classic 4) Crystal 5) Pearls 6) Pure 7) Emkay 12 8) Lead 9) Gems	Aggressive
1) Advisory	Moderate
	Moderately Aggressive
Others:	

Investment Risk Profile Acceptance Declaration

I/We confirm that the details recorded in the “Risk Profile Determination Questionnaire” are correct and reflect my/our true financial position and understanding and investment risk profile. I/We confirm that I/We have read and understood our agreed Risk profile selection and would like this profile applied to my /our funds available for investment.



First Applicant



Second Applicant



Third Applicant

Risk Factors

- Securities investments are subject to market risks and there is no assurance or guarantee that the objectives of the portfolios will be achieved.
- As with any securities investment, the value of the portfolio can go up or down depending on the factors and forces affecting the capital markets.
- Emkay Investment Managers Ltd is not responsible or liable for losses resulting from the operations of the portfolios.
- The values of the portfolios offered may be affected by changes in the general market conditions, factors and forces affecting the capital markets, in particular, level of interest rates, various market related factors and trading volumes, settlement periods and transfer procedures.
- The liquidity of the portfolio investments are inherently restricted by trading volumes in the securities in which it invests.
- Investors in Privileged Account are not offered any guaranteed returns.

PORTFOLIO MANAGEMENT SERVICES AGREEMENT

THIS PORTFOLIO MANAGEMENT SERVICES AGREEMENT made at Mumbai on this _____ day of _____ Two Thousand _____ Between _____, an individual/a sole proprietary concern/a partnership firm/a body corporate/a trust or any other body duly formed and registered under the relevant Act, having his/her/its residence/registered office/place of 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 ONE PART

And

Emkay Investment Managers Limited, a company incorporated under the Companies Act, 1956 having its registered office at 7th Floor, The Ruby, Senapati Bapat Marg, Dadar - W, Mumbai - 400 028 and place of business at Paragon Centre, C-06, Ground Floor, Pandurang Budhkar Marg, Worli, Mumbai - 400013 (hereinafter referred to as "The Portfolio Manager", which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors and permitted assigns) of the OTHER PART.

The Client and the Portfolio Manager hereafter are individually referred to as "Party" and collectively referred to as "Parties";

WHEREAS:

- (a) The Portfolio Manager is registered as a portfolio manager with SEBI under the SEBI (Portfolio Managers) Regulations, 1993 bearing Registration No. **INP000004458**.
- (b) At the request of the Client, the Portfolio Manager has agreed to provide Discretionary Portfolio Management Services (as defined below) to the Client.
- © The objective of the Discretionary Portfolio Management Services shall be to undertake on behalf of the Client, the management and administration of the Funds and Portfolio of the Client with the objective of generating a reasonable return on the Client's investment, while at the same time endeavoring to reduce the risk of capital loss. However, the Client agrees and acknowledges that while the aforesaid is the objective, there is no guarantee of such returns or of there being no capital loss as more particularly provided below.
- (d) The Client is aware of the fact that all functions in relation to the Discretionary Portfolio Management Services pursuant to this Agreement shall be performed by the Portfolio Manager for and on behalf of and at the risk, cost and expenses of the Client and all the liabilities concerning the Assets (as defined below) shall be to the account of the Client. The Portfolio Manager shall manage the Assets in accordance with the terms agreed upon in this Agreement.
- (e) The parties agree that what is mentioned in clause (c) and clause (d) above are the basic understanding on which the Client has entered into this Agreement seeking the Discretionary Portfolio Management Services from the Portfolio Manager.
- (f) The Portfolio Manager had, two days prior to the execution of this Agreement, provided to the Client the Risk Disclosure Document as required under the SEBI (Portfolio Managers) Regulations 1993, the receipt of which the Client acknowledges hereby.
- (g) The Parties hereto are entering into this Agreement to set out the terms and conditions for the Discretionary Portfolio Management Services.

NOW THIS AGREEMENT WITNESSETH AND IT IS AGREED BY AND BETWEEN THE PARTIES 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 **"Agreement"** means this agreement and shall include all schedules and annexures attached hereto,
- 1.2 **"Assets"** means (i) the Portfolio and/or (ii) the Funds;
- 1.3 **"Application"** means the application made by the Client to the Portfolio Manager to place the monies and/or securities therein mentioned with the Portfolio Manager for Discretionary Portfolio Management Services. Upon execution of this Agreement by the Portfolio Manager, the Application shall be deemed to form an integral part of this Agreement. Provided that in case of any conflict between the contents of the Application and the provisions of this Agreement, the provisions of this Agreement shall prevail;
- 1.4 **"Bank Account"** means one or more accounts opened, maintained and operated by the Portfolio Manager with any of the Scheduled Commercial Banks in the name of the Portfolio Manager ("Portfolio

First Applicant

Second Applicant

Third Applicant

- Manager: Scheme Specific") or wherein the funds of the Client are held by the Portfolio Manager on behalf of the Client;
- 1.5 **"Custodian"** mean a Custodian registered under Securities and Exchange Board of India (Custodian of Securities) Regulations, 1996 appointed by the Portfolio Manager for maintaining custody of funds and securities of the Client;
- 1.6 **"Depository Account"** means one or more account or accounts opened by the client with any depository or depository participant registered under the SEBI (Depositories and Participants) Regulations 1996 and operated by the Portfolio Managers;
- 1.7 **"Disclosure Document"** means Disclosure Document issued by the Portfolio Manager, as updated from time to time and filled with SEBI, pursuant to the Regulations;
- 1.8 **"Discretionary Portfolio Management Services"** means the portfolio management services rendered to the client, by the Portfolio Manager on the terms and conditions contained in this agreement, where under the Portfolio Manager exercises a degree of discretion in investments or management of the assets of the client;
- 1.9 **"Funds"** means the monies managed by the Portfolio Manager on behalf of the Client pursuant to this Agreement and includes the monies mentioned in the Application, any further monies placed by the Client with the Portfolio Manager for being managed pursuant to this Agreement, the proceeds of the sale or other realization of the Portfolio and interest, dividend or other monies arising from the Assets, so long as the same is managed by the Portfolio Manager;
- 1.10 **"Letter of Authority"** means the Letter of Authority given by the Client in the format specified in Schedule A. Upon execution of this Agreement by the Portfolio Manager and the Client, the Letter of Authority shall form an integral part of this Agreement. Provided that in case of any conflict between the contents of the Letter of Authority and the provisions of this Agreement, the provisions of this Agreement shall prevail;
- 1.11 **"Net Asset Value"** (NAV) is the market value of assets in the portfolio consisting of equity, debt, cash & cash equivalents;
- 1.12 **"Person"** includes any individual, partners in partnership, central or state government, company, body corporate, cooperative society, corporation, trust, society, Hindu Undivided Family or any other body of persons, whether incorporated or not;
- 1.13 **"Portfolio"** means the Securities managed by the Portfolio Manager on behalf of the Client pursuant to this Agreement and includes any Securities mentioned in the Application, any further Securities placed by the Client with the Portfolio Manager for being managed pursuant to this Agreement, Securities acquired by the Portfolio Manager through investment of Funds and bonus and rights shares in respect of Securities forming part of the Portfolio, so long as the same is managed by the Portfolio Manager;
- 1.14 **"Portfolio Management Fees"** shall have the meaning attributed thereto in Clause [6] below;
- 1.15 **"Regulations"** means the Securities and Exchange Board of India (Portfolio Managers) Regulations, 1993, as may be amended from time to time;
- 1.16 **"Scheduled Commercial Bank"** means any bank included in the second Schedule to the Reserve Bank of India Act, 1934 (2 of 1934);
- 1.17 **"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;
- 1.18 **"Securities"** means securities as defined under the Securities Contracts (Regulation) Act, 1956.
- 1.19 **"Stock Exchange"** means stock exchange as defined under the Securities Contracts (Regulation) Act, 1956.

Interpretation of certain words and expressions

Words and expressions used herein and not defined in this Act but defined in the Companies Act, 1956 (1 of 1956) or The Securities and Exchange Board of India Act, 1992 (15 of 1992) or the Securities Contracts (Regulation) Act, 1956 or the Depositories Act, 1996 (22 of 1996) shall have the same meanings respectively assigned to them in those Acts.

The recitals of this agreement shall form an integral part of this agreement;

2. PORTFOLIO MANAGEMENT SERVICES

- 2.1 For the consideration and on the terms and conditions contained herein, at the request of the client, the Portfolio Manager agrees to provide to the Client, and the Client agrees to avail of, the Discretionary Portfolio Management Services. In providing the Discretionary Portfolio Management Services, the Portfolio Manager shall be acting in a fiduciary capacity with regard to the Client's account consisting of Assets. The Portfolio Manager shall be acting both as an agent and a trustee of the Client's account.
- 2.2 The Client hereby entrusts the Assets to the Portfolio Manager (in the manner required by the Portfolio Manager) for

- the purposes of the performance of the Discretionary Portfolio Management Services by the Portfolio Manager.
- 2.3 Simultaneous with the execution of this Agreement the Client shall deliver to the Portfolio Manager a Letter of Authority in the format specified in Schedule A to this Agreement authorizing the Portfolio Manager or any person appointed by the Portfolio Manager in this behalf.
- 2.4 The Portfolio Manager shall keep the Funds of the Client in the Bank Account.
- 2.5 The Portfolio shall be kept in the Depository Account in the name of the client.
- 2.6.1 The Portfolio Manager shall invest funds of the clients in such capital and money market instruments in accordance with the terms and conditions in this Agreement and/or forms of deployment within the meaning of any Regulation issued by SEBI as amended from time to time. Provided, however, that the Portfolio Manager will not deploy the funds of the client in such instruments as may be expressly prohibited by SEBI from time to time.
- 2.6.2 Subject to this clause 2.6 of this Agreement, the Portfolio Manager shall have the sole and absolute discretion to buy or sell securities for and on behalf of the Client and to invest, disinvest, liquidate, alter the investment in respect of or reinvest the entire or part of the funds of the Client in any type of Security in such manner and in such markets as it may deem fit. The securities in which the Clients funds may be invested/disinvested from by the Portfolio Manager in the same Scheme may also differ from Client to Client. The Portfolio Manager's decision in deployment of the Client's funds and to deal with Client's Securities in the Portfolio is absolute and final and can never be called in question at any time during the currency of this agreement or any time thereafter.
- 2.6.3 The Portfolio Manager shall invest the funds of the Clients in the securities listed or traded on a recognized stock exchange, money market instruments, units of Mutual Funds and other securities as specified by SEBI from time to time, on behalf of their clients.
- 2.6.4 The Client may with the consent of the Portfolio Manager, switch between the Schemes during the tenure of this Agreement as per his investment objectives and/or invest additional funds in the same Scheme or different Scheme(s)
- 2.6.5 The Portfolio Manager may ordinarily purchase or sell securities in aggregate for economy of scale and then inter-se allocate the same amongst its clients on prorate basis and at weighted average price of the day's transactions or separately purchase or sell securities for each client.
- 2.7 The Portfolio Manager shall in its books of accounts maintain separate Client wise accounts in respect of the funds and the transactions carried out for the Client from time to time.
- 2.8 The Portfolio Manager shall not accept from the Client, funds or securities less than such sum as may be prescribed under the Regulations at the time of making the Application under this Agreement. The Portfolio Manager may at its discretion fix a higher limit as mutually agreed. The Client may, on one or more occasions or on a continual basis, make further placement of funds/securities with the Portfolio Manager so as to become part of the assets of the Client.
- 2.9 The Portfolio Manager shall not borrow funds or securities on behalf of the Client.
- 2.10 The Portfolio Manager shall not lend securities held on behalf of the Client to a third person EXCEPT with the written authorization of the Client to participate in securities lending activities.
- 2.11 The Portfolio Manager shall not while dealing with Client's funds indulge in speculative transactions that 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, transactions which although traded on different dates do not get settled through actual delivery on account of the security falling under "No Delivery Period" and transactions when permitted by SEBI. It is clarified that the Portfolio Manager shall not enter into any transaction which involves intra-day trading.
- 2.12.1 The Client agrees that the Portfolio Manager shall be entitled to do all acts to invest and manage the Assets including but not limited to investing the Funds in Securities, selling, redeeming or liquidating Securities or changing the Securities forming part of the Portfolio, appointing intermediaries for the sale and purchase of securities 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 /disinvestment should be made and the nature, quantity, timing and other details of the investments, disinvestments and other dealings with the Assets shall be in 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.
- 2.12.2 The Client has expressly and with full knowledge agrees and confirms that all such decisions of the Portfolio Manager taken in good faith (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 in any manner whatsoever except on the ground of fraud, malafide, or gross negligence and 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 any decision taken in good faith by the Portfolio Manager. The Client further agrees that rendering of Portfolio Management Services 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 shall be to the account of the Client.

- 2.12.3 The Client agrees and acknowledges that the Client shall not be entitled to give any instructions to the Portfolio Manager in relation to the Discretionary Portfolio Management Services to be rendered by the Portfolio Manager under this Agreement or any decision relating thereto.
- 2.13 The Discretionary Portfolio Management Services and the provisions of this Agreement shall be subject to the Regulations and other applicable provisions of law in force from time to time; and, notwithstanding anything contained 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 provisions of law for the time being in force.
- 2.14 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 fully aware of the risks of entering into such transactions and thereby agrees not to make any claims for loss or damages occurred from such transaction.
- 2.15 The Client hereby agrees and undertakes that until the termination of this Agreement and the receipt of a no objection from the Portfolio Manager in this behalf, (i) the Client shall not enter into any agreement with any intermediary or give any instructions to the intermediary in relation to the Assets of this Agreement (ii) the Client shall not pledge, create any charge, lien or other encumbrance of any nature over the Assets or otherwise deal with the Assets in any manner whatsoever.
- 2.16 For the purpose of discharging any of the duties, obligations and functions (whether under this Agreement or under the Letter of Authority as mentioned in Clause 2.3), of the Portfolio Manager, the Client hereby empowers the Portfolio Manager to act through any of its officers, employees or representatives or other person specifically authorised by the Portfolio Manager and the Portfolio Manager is empowered to delegate the performance of its duties, discretions, obligations, any of powers and authorities here under to such sub-delegates and may pay fee/consultancy charges that may be charged to the client's account. If the sub-delegates have been appointed on the behalf of the Client under a Power of Attorney given by the Client to the Portfolio Manager, the sub-delegates shall be deemed to be agents of the Client and the Client shall be responsible to the Portfolio Manager for the loss, damage caused to the Portfolio Manager (in it's performance of the Discretionary Portfolio Management Services) due to the negligence or default of the Sub-delegates.
- 2.17 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 I the name of its Karta.
- 2.18 Unless the Portfolio Manager otherwise decides, the Client's correspondence address in respect of the Bank Account, Depository Account, shall be the address of the Portfolio Manager or the custodian appointed by the Portfolio Manager from time to time.
- 2.19 The Portfolio Manager shall not derive any direct or indirect benefit out of the client's funds or securities, except as provided in this Agreement.
- 2.20 The Client agrees to provide to the Portfolio Manager or such other person as may be designated by the Portfolio Manager, such information/instruction as may be required from time to time, including, without limitation, all changes to the information provided by the Client in the Application or any "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.
- 2.21 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.
- 2.22 In the event of the Client being a non-individual, the Portfolio Manager shall be entitled to rely upon any instructions/notices, which he believes to have been given in good faith by the person who is duly authorized in writing (by a Board resolution in case of a corporate) 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 the revocation of authority of any such person, the Client shall promptly inform the Portfolio Manager of such revocation and all actions taken by the Portfolio Manager till the receipt by the Portfolio Manager of notice of such revocation shall be binding on the client.

- 2.23 The Portfolio Manager may, if required by applicable laws or 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. Further the Portfolio Manager may also disclose the identity of the Client to any third party, as it may deem necessary for the purpose of rendering the services under this agreement.
- 2.24 The Portfolio Manager may act upon any advice or information obtained from any bankers, accountants, brokers, professionals, agents or other persons acting as agents or advisers of the Portfolio Manager and the Portfolio Manager shall not be bound to supervise the acting of any such persons nor to verify the advice or information obtained there from and the Portfolio Manager shall not be liable for anything bonafide done or omitted or suffered relying upon such advice or information nor be liable for the consequence of any mistake or oversight or error of judgement on the part of the Portfolio Manager or any attorney or agent of other person appointed by it hereunder.
- 2.25 The Portfolio Manager does not provide any warranty (express or implied) as to the appreciation of the value of Assets in which the Portfolio Manager invests funds. The Portfolio manager shall not be liable in case of depreciation in the value of Assets in which funds are invested by the Portfolio Manager, or any indirect or consequential losses.

3. RIGHTS OF PORTFOLIO MANAGER

The Portfolio Manager shall have following rights:

- 3.1 To appoint, nominate or engage any broker, custodian and/or agent of other intermediary for the purpose of rendering portfolio management services including but not limited to effecting purchase, sale and transfer of the Securities and to deal with such broker, custodian and/or agent/intermediary for the purpose of rendering portfolio management services.
- 3.2 To make necessary application(s) on behalf of the client to any Officials or 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 purchase/sale/transfer holding on behalf of the client and continuing to hold Securities, and to represent the client in all respects before such authority or authorities and establish without encumbrance the ownership of the securities in the name of the client.
- 3.3 To give instructions to the Custodian or any other authorised agent:
- 3.3.1 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;
- 3.3.2 for or to renounce and sign application and/or renunciation forms in respect of the Securities offered on a rights, additional, preferential or other basis and to receive and hold such Securities;
- 3.3.3 to make application(s) to companies or corporate bodies for splitting, consolidation, redemption, conversion of the Securities etc;
- 3.3.4 to collect and receive all interest and dividends due on all or any Securities; to represent for payment and collect the amount payable upon all Securities which may mature or be called, redeemed or retired or otherwise become payable; to take all necessary actions including signing of all necessary applications and other documents;
- 3.3.5 to apply for the issue of duplicate certificates in respect of the Securities and
- 3.3.6 for dematerializing and rematerializing securities.
- 3.4 To give instructions to the Custodian/Bank as applicable to debit the Client's account for all the service charges, fees, out of pocket expenses, conveyance expenses, postage, telephone/fax charges, franking charges, stamp duty, audit fees or any other amount payable by the Client to the Portfolio Manager or any other party from time to time in accordance with the Portfolio Management Agreement.
- 3.5 To apply to, correspond with, give intimation/notice to the Custodian appointed by the Portfolio Manager/the Client and to issue orders/instructions to them and to perform, execute and do all the acts, deeds and things that may be necessary to do for the purpose of carrying out the transactions pertaining to portfolio management.
- 3.6 To attend, vote, represent or otherwise act as the attorney or proxy at meetings of members, shareholders, creditors, debenture holders of any company or body corporate in which shares, debentures or deposits are acquired or held in the name of the Client.
- 3.7 To demand, sue for, recover, receive and give good effectual receipt(s) and discharge(s) for all and any Securities, certificates in respect thereof dividends, redemption, interest, bonuses or any other sum(s) and/or Income accruing from the Securities, debentures, units, deposits and other investments and to sign and endorse pay orders, dividends or interest warrants or certificates, which are now or at any time may be due or payable and belong to the client.

- 3.8 To correspond with and enter into agreements on behalf of the Client with such persons (including without limitation, stock brokers, custodians, banks, depositories, depository participants, mutual funds and asset management companies) as the Portfolio Manager may deem fit.
- 3.9 To attend to and act in all transactions, matters and deeds in connection with the sale/ purchase instructions, transfer, delivery and other dealing in connection with the securities, monies and other Assets, including to demand and receive all debts, sums of money, interest, dividend and dues of whatsoever nature or kind relating to the above securities.
- 3.10 To give or be a party to the notice for calling an extraordinary general meeting of any company on requisition in accordance with Section 169 and/ or any other applicable provisions of the Companies Act, 1956 or any other laws.
- 3.11 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 thereof and if required, to give necessary instructions in this regard to the Custodian or any authorised agent.
- 3.12 To acquire by subscribing to or by purchase and/or to sell of securities, transfer and endorse the securities or redeem to sign and to execute all transfer deeds whether as transferor or transferee and such other instruments, application and papers as may be necessary for the purpose of acquiring or transferring / redeeming the same, marking pledge / lien on such securities and/or for transferring the investments in the units of Mutual Fund from one scheme to another or between Mutual Funds.
- 3.13 To renunciate 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.
- 3.14 To apply for the issue of duplicate certificates in respect of the securities.
- 3.15 To issue orders and instructions for acquisitions and disposal of investments for and on behalf of the client and to purchase or otherwise acquire, sell or otherwise dispose of and invest in securities including enter into foreign transactions required for this purpose.
- 3.16 To appoint, nominate or engage any broker and/or agent for effecting purchase and sale of the securities as mentioned above and to sign and submit such documents as may be required for admission as a client of such broker.
- 3.17 To operate depository account with depository participant and to issue instructions relating to dematerializing or rematerializing of securities, freezing of accounts, to- block and / or debit the account, to give delivery / receipt instructions, pledge instruction, pledge closure instruction, lending and borrowing instructions, and to do all such other things that may be necessary in the course of business relating to the operation of depository account on behalf of the client.
- 3.18 Subject to 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 arising from the shares, debentures, units and other investments and to sign and endorse pay orders, dividend / interest warrants or certificates, received all debts, sums of money, principal, interest, dividend or other dues of whatever nature or account which are now or at any time may be due and payable and belongs to the client in respect of any account(s).
- 3.19 For the purpose of the aforesaid to sign contracts, agreements, transfers, acceptances, receipts, acquaintances 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.
- 3.20 To make, draw, sign, endorse, negotiate, accept and release as the case may be cheques, drafts, pay orders, telegraphic transfers / direct transfers on the internet or other securities for payment of money whether debit or credit in client's account(s).
- 3.21 To collect and deposit the monies realized from sale of the securities and all interest/ dividends on behalf of the client in his account and/or to invest the same in any other securities/units of Mutual Fund / deposits or in any other instrument which the Portfolio Manager considers best under the circumstances.
- 3.22 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 Portfolio Manager may consider best under circumstances.
- 3.23 To make, declare, swear, affirm, sign, seal, deliver, verify all applications, representations, requests, submissions, forms, complaints and written statements, appeals, revisions, reviews, pleadings, affidavits, applications, caveats, declarations, petitions, counterclaims, papers, surrenders, instructions, receipts, dividend mandates or other documents and writings usual, necessary or expedient for or in relation to the exercise of any of the aforesaid authorities including in furtherance of a suit, arbitration or other legal or arbitration proceeding proposed to be filed in the name of or on behalf of the Client jointly or severally with one or more other parties in appropriate Court, Tribunal or before any Arbitral Tribunal.

- 3.24 For the purpose's aforesaid or any of them to sign any contract, agreement, transfer, acceptance, receipt, acquittance, document and form and other writing and do all lawful acts requisite for effecting the same.
- 3.25 And generally to do and perform and execute all such other acts, deeds, instruments, matters and things for and on behalf of the Client as may be necessary, proper, convenient or expedient.
- 3.26 To make such declarations, as may be required under applicable laws, being in force from time to time.

4. CUSTODY AND SAFE KEEPING

- 4.1 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 keeping them in its actual control and/or custody or by appointing and using any agent for this purpose as it deems fit. The Client hereby authorises the Portfolio Manager to enter into such agreements on behalf of the Client with such persons as the Portfolio Manager considers appropriate for arranging for the custody of the Assets.
- 4.2 Notwithstanding anything stated above, the Portfolio Manager shall not be liable if any instruments relating to any of the Securities are damaged, mutilated, torn, destroyed, lost, misplaced or otherwise become unavailable or if any Assets are lost, stolen, destroyed or pilfered in any manner.

5. MINIMUM TENURE AND MINIMUM INVESTMENTS

- 5.1 The Assets placed by the Client with the Portfolio Manager for Discretionary Portfolio Management Services under this Agreement shall be initially placed for a minimum period of 30 days, as mutually agreed, during which period, the client shall not be entitled to withdraw from the Portfolio Management Services or to terminate this Agreement save as otherwise provided in this Agreement.
- 5.2 Any withdrawal of Asset by the Client shall be subject to minimum amount as may be specified from time to time by the Portfolio Manager. Hence the Client shall have to follow the minimum amount criteria as defined by the Portfolio Manager. Further the Portfolio Manager shall be entitled to refuse to accept/ process application for withdrawal of Assets by the Client in respect of an amount less than the minimum amount specified by the Portfolio Manager.
- 5.3 On the completion of the initial minimum period mentioned in Clause 5.1, the Client may either place the Funds/Securities with the Portfolio Management Services again or may withdraw the Funds /Securities from the Portfolio Manager. However, if the Client at the end of the minimum period specified in clause 5.1 above, intends to withdraw from the Portfolio Management Services, then the Client must at its own cost and risk give to the Portfolio Manager minimum 30 days prior notice in writing of its intention to withdraw from the Portfolio Management Services (in the form prescribed by the Portfolio Manager). Failure to withdraw Funds/Securities as mentioned above will be deemed to be continuance of the agreement for managing the funds/securities until the agreement is terminated by the Client by giving a prior Notice of termination of minimum 30 days to the Portfolio Manager.
- 5.4 In the event the Client intends to withdraw the entire corpus, this agreement shall stand terminated in accordance with Clause 13.
- 5.5 In case of placement of Funds/ Securities by the Client for Discretionary Portfolio Management Services on more than one occasion or on a continual basis, each placement shall be for a minimum period as mutually agreed in Clause 5.1.
- 5.6 All interest, bonus, dividend or any other sums, accretions and or income arising, due, accruing on all or any securities, funds and other Assets of the Client shall be deemed to form part of the Asset under Management by the Portfolio Manager. Any withdrawal by the Client of such accruals shall be deemed to be a withdrawal of Assets.

6. CHARGES AND FEES

- 6.1 The Client agrees to pay the Portfolio Management Fee to the Portfolio Manager at the rates as applicable to Non Profit Sharing basis or Profit Sharing basis as the case may be chosen by the client provided in the Schedule B hereto, which Portfolio Management Fee shall be payable irrespective of the returns accrued to the Client on the performance of the Discretionary Portfolio Management Services by the Portfolio Manager.
- 6.2 The client agrees that the fee payable (as per the Schedule 'B' signed by client, from time to time) to the Portfolio Manager shall be billed and set-off against the Accounts on a Monthly / Quarterly basis as mutually agreed and the same will be incorporated in the Monthly/Quarterly Report.
- 6.3 In addition to the Portfolio Management Fee, all costs, fees, 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 Depository Participant and/or registration and transfer charges in respect of Securities, audit and Attestation fees including legal fees of the Portfolio Manager incurred on behalf of the Client, brokerage and

stamp duty, costs to be paid for the execution of this Agreement all other incidental and ancillary documentation pursuant to this Agreement, shall be paid or reimbursed by the Client.

- 6.4 The Portfolio Manager shall have a right to appropriate the amounts payable to it under 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 Assets 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.
- 6.5 The Client agrees to pay to the Portfolio Manager, an entry load or exit load on the inflow/withdrawal of asset, as may be decided by the Portfolio Manager from time to time and within the limit defined by the Regulation.

7. CONFLICT OF INTEREST

- 7.1 The Client shall (promptly on gaining knowledge of the same) 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.
- 7.2 The Client shall (promptly on gaining knowledge of the same) 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 purchase 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, 1997 ("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.
- 7.3 The Client is aware that the holding company (viz. Emkay Global Financial Services Limited) of the Portfolio Manager's company also operates a brokerage business, and is a member of the BSE Limited, the National Stock Exchange of India Limited, Metropolitan Stock Exchange of India, Multi Commodity Exchange of India Ltd and National Commodity & Derivatives Exchange Limited (SEBI Reg. No. INZ000203933) and is also a Depository Participant with Central Depository Services (India) Limited bearing Registration No. IN-DP-60-2015. The Portfolio Manager may, from time to time, purchase, sell or otherwise deal in Securities through its group's brokerage arm, in which event, Emkay Global Financial Services Limited shall be entitled to charge brokerage in respect of such transactions. Furthermore, the Portfolio Manager may also purchase Securities from time to time for and on behalf of the Client, which Securities may be sold by the clients of the brokerage arm.
- 7.4 The Client agrees and accepts that the Portfolio Manager may from time to time:
- 7.4.1 The Portfolio Manager may, from time to time invest in Securities, for the issue of which the Portfolio Manager or any of its Affiliates is the lead manager, underwriter, merchant banker, advisor or any other intermediary functions.
- 7.4.2 The client is also aware that the Portfolio Manager may receive commissions and other payments from issuers in respect of purchase, sale or other dealings in Securities pursuant to this Agreement.
- 7.4.3 Acquire, hold and/or maintain a position in any security similar to the Securities held, purchased or sold to the Client forming part of the Portfolio of the Client, however due care shall be taken to ensure that there shall be no conflict of interest with the transactions in any of the client's portfolio.
- 7.4.4 Purchase or sell on its own account or on behalf of any client, any security which forms part of the Portfolio of the Client.
- 7.4.5 Have a commercial or other relationship or agreement with third parties whom transactions are carried out for purchase and sale of any of the Securities or with any issuer of Securities whose Securities are purchased and/or sold to the Client's account.
- 7.4.6 Any transaction of purchase or sale including that between the Portfolio Manager's own accounts and Client's Accounts shall be at the prevailing market rates.
- 7.4.7 The Portfolio Manager may receive commission and other payments from mutual funds and other issuer in respect of purchase, sale or other dealings in securities pursuant to this agreement.

8. INDEMNITY

The Client shall indemnify and keep indemnified the Portfolio Manager or its officers, employees, or representative or any other person specifically authorized by the Portfolio Manager of, from and against all and any costs, charges, expenses, claims and liabilities (including but without any limitation to any stamp duty, rates, taxes, and cess) incurred or to be incurred by:

- 8.1 The Portfolio Manager or its officers, employees, or representative or any other person specifically authorized by the Portfolio Manager in the performance of the Discretionary Portfolio Management Services and any other rights,

duties, obligations and functions under this Agreement.

- 8.2 The Portfolio Manager or its officers, employees, or representative or any other person specifically authorized by the Portfolio Manager for acting on the basis of any information or instructions given by the Client.
- 8.3 The Portfolio Manager or its officers, employees, or representative or any other person specifically authorized by the Portfolio Manager for any loss arising as a result of any prosecution of the Portfolio Manager or any of its officers, employees, or representative or any other person specifically authorized by the Portfolio Manager or other action taken and /or which may be taken or enforced against the Client and/or the Portfolio Manager and/or any of its officers, employees, or representative or any other person specifically authorized by the Portfolio Manager with respect to the payment/recovery of wealth-tax, income tax, interest for delayed payment of income tax or wealth tax, penalty; and if any of the same shall have been recovered from the Portfolio Manager or any of its officers, employees, or representative other person specifically authorized by the Portfolio Manager or if the Portfolio Manager or any of its officers, employees, or any representative or any other person specifically authorized by the Portfolio Manager 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 (under the Income Tax Act/Wealth Tax Act). The Client shall also execute a Deed of Indemnity as per the format annexed hereto.

9. STATEMENT AND INFORMATION

- 9.1 The Portfolio Manager shall furnish to the Client periodically, not later than 3 months, 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 (herein referred to after as the "Report"). The report for such period shall contain inter-alia the following details, namely:
- 9.1.1 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;
- 9.1.2 Transactions undertaken by the Portfolio Manager during period covered by the Report including date of transaction and details of purchases and sales;
- 9.1.3 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;
- 9.1.4 Expenses incurred in managing the Assets of the Client;
- 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.
- 9.1.5 Details of commission paid to Introducer(s) for the particular client.
- 9.1.6 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.
- 9.1.7 Details of risk foreseen by Portfolio Manager and risk relating to the Securities recommended by the Portfolio Manager for investment or disinvestment;
- 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.
- 9.2 The Portfolio Manager in relation to the transactions of the client shall get its the books of account audited annually by an independent Chartered Accountant and a copy of the certificate issued by the independent Chartered Accountant shall be given to the client.
- 9.3 The client may also appoint a Chartered Accountant to audit the books of accounts of the Portfolio Manager relating to his transactions after issuing a notice in advance of seven days in writing to the Portfolio Manager. The Portfolio Manager shall co-operate with such Chartered Accountant in course of the audit.
- 9.4 The client may inspect relevant and material documents in relation to its account with the Portfolio Manager after issuing a notice in advance of seven days in writing to the Portfolio Manager. Such inspection shall be at such time, as may be decided by the Portfolio Manager and communicated to the client.
- 9.5 The Statements/documents/reports furnished by Portfolio Manager to the client shall present a true & fair picture of actual transactions of the client.
- 9.6 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.

10. RISK DISCLOSURE DOCUMENT

The Client acknowledges that the Client has received and read the Disclosure Document provided by the Portfolio Manager as specified in Schedule V of the Regulations along with a certificate in Form C as specified in Schedule I of the said regulations, 2 days prior to the date of this agreement.

11. NON WARRANTY OF PORTFOLIO MANAGER

- 11.1 The Client hereby confirms that he/she/it is aware that the investment of the Funds and the Securities are subject to a very wide range of risks which include amongst others (and by way of illustration) an unpredictable loss in value of the Assets which may extend to a total loss of value of the Assets due to, inter alia:
 - 11.1.1 Overall economic slowdown, unanticipated corporate performance, environmental or political problems, changes to monetary or fiscal policies, changes in government policies and regulations with regard to industry and exports;
 - 11.1.2 Acts of force majeure including nationalization, expropriation, currency restriction, measures taken by any government or agency of any country, state or territory in the world, industrial action or labour disturbances of any nature amongst staff of the Portfolio Manager or of its agents (or of any third parties) boycotts, power failures or breakdowns in communication links or equipment (including but not limited to loss of electronic data) international conflicts, violent or armed actions, acts of terrorism, insurrection, revolution, nuclear fusion, fission or radiation, or acts of God, default of courier or delivery service or failure or disruption of any relevant stock exchange, depository, clearing house, clearing or settlement systems or market, or the delivery of fake or stolen securities;
 - 11.1.3 De-listing of Securities or market closure, relatively small number of scrip's accounting for a large proportion of trading volume;
 - 11.1.4 Limited liquidity in the stock markets impeding readjustment of portfolio composition;
 - 11.1.5 Volatility of the stock markets, stock market scams, circular trading of securities and price rigging;
 - 11.1.6 Default or non-performance of a third party, company's refusal to register a Security due to legal stay or otherwise and disputes raised by third parties and
 - 11.1.7 Low possibilities of recovery of loss due to expensive and time - consuming legal process;
- 11.2 The Client acknowledges and confirms that the terms of this Agreement do not constitute any warranty or similar obligation on the part of the Portfolio Manager and the Portfolio Manager does not guarantee or assure the Client of the value of or returns on the Assets in any manner whatsoever. The Client is aware that the value of the Assets under Discretionary Portfolio Management could depreciate to an unpredictable extent.

12. LIABILITY OF THE PORTFOLIO MANAGER

- 12.1 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 and the investments of the Funds 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 Clients account and risk; any actions which the Portfolio Manager takes or does not take as to the investments will be solely at the Clients account and risk and the Portfolio Manager shall not be held responsible in any manner whatsoever for making good any loss sustained or suffered by the Client for any action taken or failure to act unless the Portfolio Manager acts with willful default, fraud, malafide and gross negligence to the Client's interest.
- 12.2 The Portfolio Manager shall not be responsible for any breach by the Client of the applicable laws, regulations, procedures, practice and guidelines which have bearing on the Portfolio Management Services being provided by the Portfolio Manager under this Agreement. The Portfolio Manager shall also not be responsible for any acts or omissions of any intermediaries and does not guarantee the performance of the responsibilities of such intermediaries.
- 12.3 In the event of the Client being held liable for any loss suffered by the Portfolio Manager pursuant to this Agreement, the liability of the Client shall be limited to the extent of his/her/its investment.

13. TERM & TERMINATION

- 13.1 This Agreement is deemed to have commenced on and from the date of execution.
- 13.2 This Agreement shall continue to subsist until the minimum period specified in Clause 5 and the client has not withdrawn from the portfolio Management Services or under this Clause 12 in the manner provided herein below.

- 13.3 Notwithstanding the provisions of this Agreement, this Agreement shall stand terminated on the occurrence of all or any of the following events:
- 13.3.1 By operation of Law;
- 13.3.2 Suspension or cancellation of registration of the Portfolio Manager by SEBI;
- 13.3.3 Bankruptcy or liquidation of the Portfolio Manager or the client and
- 13.3.4 By mutual consent
- 13.4 The Portfolio Manager may at any time terminate this Agreement by written notice of termination to the Client, with due reference to Clause 13.5.
- 13.5 Subject to the provisions of clause 4 hereinabove, the Client may at any time terminate this Agreement by giving not less than 30 days prior written notice of termination to the Portfolio Manager.
- 13.6 The Portfolio Manager may cease to render Discretionary Portfolio Management Services to the Client at any time after receiving from the client written notice of termination / withdrawal under Clause 5 or occurrence of any of the events mentioned in this Clause. 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. Subject to the terms specified in the Schedule of Fees, 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. Till such termination of this agreement, the Portfolio Manager shall be entitled to act in its capacity as Portfolio Manager as per this agreement
- 13.7 In the event of the death of the Client, the legal representative of the Client shall intimate the Portfolio Manager of the death of the Client as soon as possible, and this Agreement shall thereupon terminate on the expiry of 30 days of the Portfolio Manager receiving such intimation. Till such termination of this agreement, the Portfolio Manager shall be entitled to act in its capacity as Portfolio Manager as per this agreement.
- 13.8 Upon the termination of this Agreement as a consequence of the death of the Client, the Portfolio Manager shall:
- 13.8.1 where the Client comprises of only one person, the Portfolio Manager shall deliver the Assets to the nominee of the Client (as designated in the Application), or, if the nominee is not specified, to such legal heirs, executors or administrators of the deceased Client
- 13.8.2 where the Client comprises of two or more persons, the Portfolio Manager shall deliver Assets to the survivor/s. Upon such deliver, the Portfolio Manager shall stand discharged of all obligations hereunder or in relation to the Assets.
- 13.9 The provisions of this Agreement relating to the payment of Portfolio Management fees, costs, charges, expenses and other amounts to the Portfolio Manager, and all such rights and obligations which have accrued or arisen prior to and/or as a result of the termination of this Agreement shall survive the termination of this Agreement.
- 13.10 Any amendments and additions to this Agreement are to be valid only if made in writing and signed by duly authorized representatives of both the parties.
- 13.11 Subsequent to the execution of this agreement all and any prior communications, correspondence, acceptances and negotiations are to be considered null and void.
- 13.12 Neither Party has the right to assign its rights and obligations under the Contract to any third party without written consent of the other party.

14. NOTICES

All notices to the Client shall be sent to the addresses, facsimile numbers or e-mail address stated in Application. All notices to the Portfolio Manager shall be sent by Registered Post (AD) at the following address or such other address as the Portfolio Manager may inform the Client:

Emkay Investment Managers Limited

Paragon Centre, C-06, Ground Floor,
Pandurang Budhkar Marg,
Worli, Mumbai – 400013.

15. PROXIES

All proxies, annual reports, shareholder information and all other similar or related material received by the Portfolio Manager in

relation to the Securities or the Funds, may be destroyed or disposed off in any manner at the sole option/discretion of the Portfolio Manager. The Portfolio Manager shall not be obliged to send any of the aforesaid information or material to the Client.

16. REPRESENTATIONS, WARRANTIES AND DECLARATIONS

- 16.1 The Client hereby represents, warrants and declares to the Portfolio Manager as under:
 - 16.1.1 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 authorise the execution, delivery and performance of this Agreement in accordance with its terms.
 - 16.1.2 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.
 - 16.1.3 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:
 - a. any law to which she/he/it is subject; or
 - b. any order, judgment or decree applicable to him/her/ it; or
 - c. any term, condition, covenant, undertaking, agreement or other instrument to which he/she/it is a party or by which it is bound.
 - 16.1.4 There are no legal, quasi-legal, administrative, arbitration, mediation, conciliation or other proceedings, claims, actions, governmental investigations, orders, judgements or decrees of any nature made, existing, threatened, anticipated or pending against the Client which may prejudice the due performance or enforce ability of this Agreement or any obligation, act, omission or transactions contemplated hereunder.
- 16.2 The Portfolio Manager shall not change any terms of the agreement without prior written consent of the Client. Provided, however that 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. The same shall be intimated to the Client by the Portfolio Manager and the Client shall be deemed to have agreed to the alteration.
- 16.3 The Client hereby unconditionally and irrevocably undertakes to the Portfolio Manager that:
 - 16.3.1 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, irrespective of 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;
 - 16.3.2 The Client shall also promptly and in a timely manner pay all the aforesaid taxes, levies, duties, payments to be paid on the Assets including payment for unpaid calls on the shares, as and when the same are to be paid under law and
 - 16.3.3 The Client shall promptly and in a timely manner file all tax returns, statements, applications etc. under the provisions of relevant law.
- 16.4 The Portfolio Manager shall not be under any liability on account of anything done or omitted to be done or suffered by the Client in good faith in accordance with or in pursuance of any request or advice of the Investment made or any committee of the Portfolio Manager or any agents.
- 16.5 Notwithstanding anything to the contrary contained herein, the Portfolio Manager shall have a first and paramount lien on the assets of the Client and the exclusive right thereon in respect of any amount due to the Portfolio Manager from the Client in respect of Discretionary Portfolio Management Services being rendered by the Portfolio Manager pursuant to this Agreement or for any damages, costs and expenses and/or amount due under any indemnity under this Agreement and for reimbursing it all unpaid dues (including, but without limitation, professional fees, transaction charges, taxes, duties, costs and expenses) in connection with the management, operation and administration of Portfolio of the Client.
- 16.6 The Client agrees and undertakes to comply with the provisions of any law, regulation including SEBI (Substantial Acquisition of Shares and Takeover) Regulations, 1997 or rules relating to the acquisition of securities by the Client pursuant to this Agreement.
- 16.7 The Portfolio Manager shall provide to the Client with an user id and a password on its website. The Portfolio Manager shall post account statements, and such other details pertaining to the Client's account on its website which the Client can access with the user id and password. The Client is aware of all the security risks including possible third party interception of the account statements and the content therein becoming known to third parties. Under no circumstances, including negligence, shall the Portfolio Manager or anyone involved in creating, producing, delivering or managing the Account statement of the Client, be liable for any direct, indirect, incidental, special or consequential damages that may result from the use or inability to use such Services or out of the breach of any warranty. The use and storage of any information including, without limitation, the password, account information,

transaction activity, account balances or any other information, available on the Client's personal computer shall be placed at the sole risk and responsibility of the Client.

17. REDRESSAL OF GRIEVANCES

Where the Client has any grievances, he/she/it should promptly notify the same to the Portfolio Manager in writing on grievance@emkayglobal.com or talk to their respective Relationship Manager, giving sufficient details to enable the Portfolio Manager to take necessary steps. On receipt of any grievance/complaint of the client by the Portfolio Manager in respect to the services to be rendered to the client as per the terms of this Agreement, the Portfolio Manager shall take necessary action to redress the same at the earliest.

18. SETTLEMENT OF DISPUTES/ARBITRATION

In the event of any dispute arising out of or related to this Agreement, which cannot be resolved through negotiations between the parties, the same shall be referred to a sole arbitrator appointed by mutual consent of the two Parties. Each Party will bear the cost of the arbitrator so engaged by the Parties equally. The arbitration shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996 as applicable from time to time including any statutory amendment or re-enactments thereof as applicable from time to time including any statutory amendment or re-enactments thereof. The venue of arbitration shall be at Mumbai (India).

19. JURISDICTION

In respect any dispute arising under this Agreement, only the courts in Mumbai shall have jurisdiction to try and adjudicate such dispute to the exclusion of all other courts.

20. APPLICABLE LAW

20.1 This Agreement shall be subject to the SEBI regulations regarding portfolio management viz., the Securities and Exchange Board of India (Portfolio Managers) Regulations, 1993 made by SEBI and any amendments made thereto from time to time.

20.2 This Agreement shall be governed by the laws of India.

21. INTERPRETATION

In the event of there being more than one person as Clients mentioned in the recitals/ signature clause of the Agreement, wherever the context so requires, the word "Client" shall be construed as "Clients" and the grammar and construction of every concerned sentence shall be deemed to be appropriately amended to indicate more than one Client.

The captions herein are included for convenience of reference only and shall be ignored in the construction or interpretation hereof.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE SET THEIR HANDS ON THIS AGREEMENT ON THE DAY, MONTH AND THE YEAR WRITTEN HEREIN ABOVE.

MONTH AND THE YEAR WRITTEN HEREIN ABOVE.

Signed for and on behalf of

Portfolio Manager

For EMKAY INVESTMENT MANAGERS LTD.

Signed for and on behalf of

Client


Name :

Authorised Signatory


***Signature :**



First Applicant



Second Applicant



Third Applicant

Witness : (Name & Signature)

1. _____

2. _____

Witness : (Name & Signature)

1. _____

2. _____

SCHEDULE A

I/We wish to avail the Non Discretionary / Discretionary Portfolio Management Services as offered by **Emkay Investment Managers Ltd.** as Portfolio Manager.

I/We hereby place Rs. _____ (Rupees _____)

Paid vide Cheque No. _____ dated _____ drawn on _____

List of Securities :

Sr. No.	Name of the Security	Quantity (nos.)	CMP (Rs.)	Total Value (Rs.)
1.				
2.				
3.				
4.				
5.				
6.				
Total				

(Please attach separate list for securities, if required.)

as Initial Corpus amount under the _____ **Portfolio Management Scheme of Emkay Investment Managers Ltd.**



First Applicant



Second Applicant



Third Applicant

SCHEDULE B

**Fixed Fee & Fee Linked to Returns
(As per Separate Sheet Attached)**

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS THAT I/We, _____
_____, S/o, D/o, W/o, _____
_____, S/o, D/o, W/o, _____
_____, S/o, D/o, W/o, _____


Residing at / having registered office at _____
_____ (hereinafter referred to
as "the Client" which expression shall, unless the context otherwise requires, be deemed to include his/her/its successors,
administrators, executors and assigns)

WHEREAS EMKAY INVESTMENT MANAGERS LIMITED, a Company with limited liability incorporated under the Companies
Act, 1956 and having its registered office at 7th Floor, The Ruby, Senapati Bapat Marg, Dadar - W, Mumbai - 400028 and Corp.
office at Paragon Centre, C-06, Ground Floor, Pandurang Budhkar Marg, Worli, Mumbai - 400 013. (hereinafter referred to as
"Portfolio Manager" which expression shall include unless repugnant to or inconsistent with the subject or context thereof, its
successors and assigns) is duly authorised by the Securities and Exchange Board of India (hereinafter referred to as "SEBI") to
provide Portfolio Management Service vide Registration No. INP000004458.

AND WHEREAS at the request of the clients the Portfolio Manager has agreed to provide Portfolio Management Services to the
Client and the Client has agreed to avail the same under Portfolio Management Agreement of even date.

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

1. To take investment/ disinvestment decisions in respect of client's portfolio of assets.
2. To appoint nominate or engage any broker/custodian and/or agent of other intermediary for the purpose of rendering
portfolio management services including but not limited to effecting purchase, sale and transfer of the Securities and to
deal with such broker/custodian and/or agent/intermediary for the purpose of rendering portfolio management services.
3. The term "Securities" shall include shares, scrips, stocks, bonds, warrants, options, futures, derivatives convertible
debentures, non-convertible debentures, fixed return investment, equity linked instruments or other marketable
Securities of a like nature in or of any incorporated company or other body corporate, negotiable instruments including
usance Bills of Exchange, deposits or other money market instruments, commercial paper, certificates of deposit, units
issued by Unit Trust of India and units issued by Mutual Funds, mortgage backed or other asset backed Securities issued
by any institution or body corporate, cumulative convertible preference shares issued by any incorporated company and
Securities issued by the Central Government or a State Government for the purpose of raising public loan and having one
of the forms specified in Clause (2) of Section 2 of the Public Debt Act, 1944, any other new form of capital or money
market instruments that may be issued in the future by any incorporated company/firm/institution or Government.
4. To make necessary application(s) on my/our behalf to any Officials or 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 holding and continuing to hold Securities, and
to represent me in all respects before such authority or authorities and establish without encumbrance the ownership of
the securities in my name.
5. 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


First Holder


Second Holder


Third Holder

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.

6. To give instructions to Custodian or any other authorised agent for or to renounce and sign application and/or renunciation forms in respect of the Securities offered on a rights, additional, preferential or other basis and to receive and hold such Securities.
7. To give instructions to the Custodian or any other authorised agent to make application(s) to companies or corporate bodies for splitting, consolidation, redemption, conversion of the Securities.
8. To give instructions to the Custodian or any other authorised agent to collect and receive all interest and dividends due on all or any Securities; to represent for payment and collect the amount payable upon all Securities which may mature or be called, redeemed or retired or otherwise become payable; to take all necessary actions including signing of all necessary applications and other documents.
9. To give instructions to the Custodian or any other authorised agent to apply for the issue of duplicate certificates in respect of the Securities.
10. To give instructions to the Custodian or any other authorised agent for dematerializing and rematerializing securities.
11. To give instructions to the Custodian/the Bank as applicable to debit the Client's account for all the service charges, fees, out of pocket expenses, conveyance expenses, postage, telephone/fax charges, franking charges, stamp duty, audit fees or any other amount payable by the Client to the Portfolio Manager or any other party from time to time in accordance with the Portfolio Management Agreement.
12. To apply to, correspond with, give intimation/notice to the Custodian appointed by the Portfolio Manager/the Client and to issue orders/instructions to them and to perform, execute and do all the acts, deeds and things that may be necessary to do for the purpose of carrying out the transactions pertaining to portfolio management.
13. To attend, vote, represent or otherwise act as the attorney or proxy at meetings of members, shareholders, creditors, debenture holders of any company or body corporate in which shares, debentures or deposits are acquired or held in the name of the Client.
14. To demand, sue for, recover, receive and give good effectual receipt(s) and discharge(s) for all and any Securities, certificates in respect thereof dividends, redemption, interest, bonuses or any other sum(s) and/or Income accruing from the Securities, debentures, units, deposits and other investments and to sign and endorse pay orders, dividends or interest warrants or certificates, which are now or at any time may be due or payable and belong to the client.
15. To correspond with and enter into agreements on behalf of the Client with such persons (including without limitation, stock brokers, custodians, banks, depositories, depository participants, mutual funds and asset management companies) as the Portfolio Manager may deem fit.
16. Generally to attend to and act in all transactions, matters and deeds in connection with the sale/ purchase instructions, transfer, delivery and other dealing in connection with the securities, monies and other Assets, including to demand and receive all debts, sums of money, interest, dividend and dues of whatsoever nature or kind relating to the above securities.
17. To give or be a party to the notice for calling an extraordinary general meeting of any company on requisition in accordance with Section 169 and/ or any other applicable provisions of the Companies Act, 1956 or any other laws.
18. To pay or allow all taxes, rate, charges, deductions, expenses and outgoings whatsoever due and payable or to become due and payable on account or in respect thereof and if required, to give necessary instructions in this regard to the Custodian or any authorised agent.
19. Pursuant to our instruction / At your own discretion, to acquire by subscribing to or by purchase of securities and to sell, transfer and endorse the securities or redeem the same either through Internet using the Identification Number issued by any Mutual Fund from time to time, and/or to sign and to execute all transfer deeds whether as transferor or transferee and such other instruments, application and papers as may be necessary for the purpose of acquiring or transferring / redeeming the same, marking pledge / lien on such securities and/or for transferring the investments in the units of Mutual Fund from one scheme to another or between Mutual Funds.
20. Pursuant to our instructions / At your own Discretion, to make applications 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.
21. To apply for the issue of duplicate certificates in respect of the securities.
22. To issue orders and instructions for acquisitions and disposal of investments for and on behalf of myself/ ourselves and to



First Holder



Second Holder



Third Holder

purchase or otherwise acquire, sell or otherwise dispose of and Invest in securities including enter into foreign transactions required for this purpose.

23. To appoint, nominate or engage any broker and/or agent for effecting purchase and sale of the securities as mentioned above and to sign and submit such documents as may be required for admission as a client of such broker.
24. To operate depository account with depository participant and to issue instructions relating to dematerializing or rematerializing of securities, freezing of accounts, to block and / or debit the account, to give delivery / receipt instructions, pledge instruction, pledge closure instruction, lending and borrowing instructions, and to do all such other things that may be necessary in the course of business relating to the operation of depository account on my / our behalf.
25. Subject to 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 arising from the shares, debentures, units and other investments and to sign and endorse pay orders, dividend / interest warrants or certificates, received all debts, sums of money, principal, interest, dividend or other dues of whatever nature or account which are now or at any time may be due and payable and belong to me / our on any account(s).
26. For the purpose of the aforesaid to sign contracts, agreements, transfers, acceptances, receipts, acquaintances 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.
27. (a) To open and operate bank account on my/our behalf exclusively with _____
Branch _____ through Account No. _____ The said Bank account be operated only by the Authorised Signatory appointed by the Portfolio Manager from time to time.
- (b) To open and operate NRE Account on my/our behalf exclusively with _____
Branch _____ through Account No. _____ The said Bank account be operated only by the Authorised signatory appointed by the Portfolio Manager form time to time and if required to make applications to the Reserve Bank of India and/or any other authority for repatriation of funds and holding receipts, dividends etc. in respect of my Securities.
- (c) To open and operate Demat account on my/our behalf exclusively with _____
through account no. _____ The said demat account be operated by Authorised Signatory appointed by the Portfolio Manager from time to time.
28. To make, draw, sign, endorse, negotiate, accept and release as the case may be cheques, drafts, pay orders, telegraphic transfers / direct transfers on the internet or other securities for payment of money whether debit or credit in my/our account(s) with the Attorney.
29. To collect and deposit the monies realized form sale of the securities and all interest/ dividends on my / our behalf in my / our account and/or to invest the same in any other securities/units of Mutual Fund I deposits or in any other instrument which the Attorney considers best under the circumstances.
30. 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.
31. To attend, vote and otherwise act as attorney or proxy at meetings of the members, creditors, debentures holders of a company in which Securities are acquired or held pursuant to this authority for and on my/our behalf and/or as per our instructions.
32. And for all or any of the purpose aforesaid to appoint from time to time a substitute or substitutes and to revoke such substitution but so that the appointment of any such substitute shall not affect or prejudice the rights or powers of Attorney to act hereunder and the Attorney may continue to do so notwithstanding such appointments.
33. To appoint any other agent or subagent and to delegate all or any of the powers given herein to such a person.
34. To make, declare, swear, affirm, sign, seal, deliver, verify all applications, representations, requests, submission forms, complaints and written statements, appeals, revisions, reviews, pleadings, affidavits, applications, caveat declarations, petitions, counterclaims, papers, surrenders, instructions, receipts, dividend mandates or other document and writings usual, necessary or expedient for or in relation to the exercise of any of the aforesaid authorities including in furtherance of a suit, arbitration or other legal or arbitration proceeding proposed to be filed in the name of or behalf of the Client jointly or severally with one or more other parties in appropriate Court, Tribunal or before any Arbit Tribunal.
35. For the purpose's aforesaid or any of them to sign any contract, agreement, transfer, acceptance, receipt, acquittal document and form and other writing and do all lawful acts requisite for effecting the same.
36. And generally to do and perform and execute all such other acts, deeds, instruments, matters and things for and behalf of the Client as may be necessary, proper, convenient or expedient.
37. To make such declarations, as may be required under applicable laws, being in force from time to time.
38. This power of Attorney given under my/our hand is irrevocable by me/us so long as any amount is due to the attorney under



First Holder



Second Holder



Third Holder

portfolio account during the tenure of my/our Portfolio Account with Emkay Investment Managers Limited is operational, in accordance with the terms and conditions of such Portfolio(s) scheme(s) statutory regulations.

39. Any person shall be entitled to reply upon a certificate as may be issued during the subsistence of this Power of Attorney from the Portfolio Manager (or any person nominated in this behalf by the Portfolio Manager) as to the validity and subsistence of this power of Attorney and such certificate shall be binding upon and shall not be challenged by the Client.
40. 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.
41. To accept and sign transfer unto our name or in the name of any other person any securities, dematerialized/rematerialized balances/statements.
42. To apply for and accept allotments of any securities, rights, bonus issues or its equivalent in dematerialized form.
43. 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.
44. 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.
45. 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.
46. 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 "Stock Invest" and Fixed Deposit applications, acts and things as may be necessary in relation to the powers hereby granted or any of them.
47.
 - 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 respective 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 respective 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.
48. 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.
49. To endorse and transfer to the said Attorney, any securities of any description, whatsoever.
50. 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.
51. To surrender securities in temporary form for definitive securities.
52. To hold all stock dividends, rights and similar securities with respect to any securities held by it.
53. 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.
54. To make such transfers or exchanges of the assets held by us.
55. Generally, to act on the premises as fully and effectually as we could act if personally present
56. 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.
57. 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.
58. To receive and transmit to us notices of Shareholders' meetings, dividend notices and any other related information.
59. 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.
60. 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



First Holder



Second Holder



Third Holder

- against us and to retain any lawyers, though not bound to do so.
61. To appoint a substitute/s and remove him at any time as the Attorney may consider appropriate. 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.
 62. 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.
 63. 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.
 64. 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.

And I/we hereby confirm that pursuant to the Portfolio Management Agreement, I/We have empowered the Portfolio Manager to inter- alia instruct any broker, custodian, bank, depository participant, agent or other intermediary from time to time in respect of the exercise of powers under this Power of Attorney and under the Portfolio Management Agreement.

I/We confirm that all actions by the Portfolio Manager pursuant to the said Power of Attorney shall be binding on me/us and my/our heirs, executors, administrators, successors and assigns as though such actions had been carried out by me/ us directly.

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

And I/we further agree to indemnify and keep indemnified and hold harmless the Portfolio Manager and its officers, directors, and employees as authorised by the Board as above from any and all costs, liabilities and expenses resulting directly or indirectly from all lawful actions and in accordance with proper instructions where required.

And the Client shall not be entitled to hold 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 Portfolio Manager or any decision taken by Portfolio Manager in good faith with regard to Portfolio Management except in the case of fraud, malafide, conflict of interest or gross negligence.

And 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 the Client has caused this Power of Attorney to be executed at on this day of Two Thousand_____.

Signed for and on behalf of	Signed for and on behalf of Client
Portfolio Manager For EMKAY INVESTMENT MANAGERS LIMITED	<div>  </div> <div>First Holder</div>
Authorised Signatory	<div>✓</div> <div>Second Holder</div>
	<div>X</div> <div>Third Holder</div>

Date:

To,
Emkay Investment Managers Ltd.
7th Floor, The Ruby, Senapati Bapat Marg,
Dadar-W, Mumbai – 400028

Dear Sir/Madam,

Subject: Disclosure Document for Portfolio Management Services.

I/We confirm that I/we have received the Disclosure Document two days prior to signing of the Portfolio Management Service Agreement which I/we have read and understood.

Thanking You,
Yours Truly,



First Holder



Second Holder



Third Holder

In case of Firm, corporate, please affix stamp)

EMKAY INVESTMENT MANAGERS LIMITED

Registered Office: 7th Floor, The Ruby, Senapati Bapat Marg, Dadar - W, Mumbai - 400 028. India Tel: +91 22 6612 1212 Fax: +91 22 6612 1299

Corporate Office: Paragon Centre, C-06, Ground Floor, P. B. Marg, Worli, Mumbai - 400 013. Tel.: +91 22 6629 9299 Fax: +91 22 6629 9199

Web: www.emkayim.com • CIN NO: U67190MH2010PLC203819

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