



PL Capital
PRABHUDAS LILLADHER

ASSET
MANAGEMENT

Portfolio Management Services

Discretionary

ACCOUNT OPENING FORM

INDIVIDUAL

Client Name:

Client Code:

Application No.:

PMS Strategy Name:

Distributor Name:

Location:

RM Name:

RM Branch:



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Mandatory And Voluntary Documents As Prescribed By SEBI & Exchanges

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PRABHUDAS LILLADHER PRIVATE LIMITED

CIN No - U67190MH1983PTC029670 | PMS SEBI Regn No - INP000008279
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Principal Officer: Mr. Siddharth Vora | Phone No.: +91-22-6632 2236 | Email id: siddharthvora@plindia.com

For assistance, please contact your Relationship Manager or Customer Care team
On 022-66322485 | Email on: pmsdesk@plindia.com

For any grievance / dispute please contact, Prabhudas Lilladher Private Limited
at the above address or email id: pmsdesk@plindia.com and Phone No.+91-22- 6632 2353

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

Document for Opening PMS Account for Individual and NRI

CHECK LIST FOR FILLING KYC FORM

Types of Entity	Documentary requirements	Tick
Pan Card and Identity Proof	PAN Card Copy (Each Individual Holder, Nominee and Guardian if any)	
Address Proof for Correspondence, permanent and Overseas address for NRI <i>(Any One)</i>	Bank Statement (Not more than 3 months old & seal and signature of the bank official in case no latest transaction)	
	Unique Identification Number (UID) (AADHAR)	
	Valid Passport (Name, Address & photo page) / PIO Card / OCI Card (Any one)	
	Voter ID (Front and Back)	
	Valid Driving License (Name, Address & photo page)	
	Bank Passbook/ Statement (Not more than 3 months old seal and signature of the bank official in case no latest transaction)	
	Banker's Certificate on letter head of the bank	
	Electricity Bill (Not more than 2 months old)	
	Resident Landline Tel. Bill (Not more than 2 months old)	
Bank Proof PIS / NRE / NRO <i>(Any One)</i>	Notarized Leave & License/ Rent Agreement/ Flat Sale Agreement (To be provided on renewal of Rent Agreement)	
	Bank Statement (Not more than 3 months old & seal and signature of the bank official in case no latest transaction)	
	Banker's Certificate on letter head of the bank certifying the account number and date from which the account is operational	
	Cancelled Personalized (In the name of the Non Individual Applicant) Cheque leaf	
Income Proof Client <i>(Any One)</i>	RBI Reference Letter with Date for NRI	
	Copy of ITR Acknowledgement (For the last three years)	
	Copy of Annual Accounts (For the last three years)	
Net worth certificate (For the last three years)	Net worth certificate (For the last three years)	
	Proof of Demat if stock is corpus In/Out	Client Master Report of Demat Account (Client to be first holder)

Instructions / Guidelines For Filling KYC Application Form

General Instructions

1. Trading Account will be opened only for NRI, in the name of First/Sole holder of Demat and/or Bank A/c only.
2. In case the applicant selects more than one strategy, then the applicant shall sign the respective strategy Notes & Fees Structure separately.
3. Thumb impression and signatures other than English, Hindi or any of the other language not contained in the 8th Schedule of the Constitution of India must be attested by a Magistrate or a Notary Public or a special Executive Magistrate
4. Witness should be a person other than co-holder/joint holder
5. The applicant should authenticate any corrections/ alteration in the account opening form
6. All the fields in the Form must be filled up by the applicant otherwise the Form may be rejected
7. In case of Non Individual Applicant, signature shall be along with the Applicant's seal and preferably in black ink.
8. In case of any correction/cancellation, please provide counter signature on the left side of the page.
9. Self-Certification of documents is mandatory.
10. KYC number of applicant is mandatory for update/change of KYC details.
11. For particular section update, please tick in the box available before the section number and strike off the sections not required to be updated.
12. Copies of all documents that are submitted need to be compulsorily self-attested by the applicant and accompanied by originals for verification. In case the original of any document is not produced for verification, then the copies should be properly attested by entities authorized for attesting the documents, as per the list mentioned under [I].
13. If any proof of identity or address is in a foreign language, then translation into English is required.
14. Name & address of the applicant mentioned on the KYC form, should match with the documentary proof submitted.
15. If correspondence & permanent addresses are different, then proofs for both have to be submitted.
16. Sole proprietor must make the application in his individual name & capacity.
17. For non-residents and foreign nationals, (allowed to trade subject to RBI and FEMA guidelines), copy of passport / PIOCard / OCICard and overseas address proof is mandatory.
18. In case of Merchant Navy NRI's, Mariner's declaration or certified copy of CDC (Continuous Discharge Certificate) is to be submitted.

Following are the additional points to help you fill the form.

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

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

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

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

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

1. If driving license number or passport is provided as proof of identity then expiry date is to be mandatorily furnished.
2. Mention identification / reference number if 'Z – Others (any document notified by the central government)' is ticked.
3. Others – Identity card with applicant's photograph issued by any of the following: Central/ State Government Departments, Statutory/Regulatory Authorities, Public Sector Undertakings, Scheduled Commercial Banks, Public Financial Institutions, Colleges affiliated to Universities, Professional Bodies such as ICAI, ICWAI, ICSI, Bar Council, etc., to their Members; and Credit cards/Debit cards issued by Banks.
4. Letter issued by a gazette officer, with a duly attested photograph of the person.

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

- PoA to be submitted only if the submitted Pol does not have an address or address as per Pol is invalid or not in force.
- State / U.T Code and Pin / Post Code will not be mandatory for Overseas addresses.
- Others includes – Utility bill which is not more than two months old of any service provider (electricity, telephone, post-paid mobile phone, piped gas, water bill); Bank account or Post Office savings bank account statement; Documents issued by Government departments of foreign jurisdictions and letter issued by Foreign Embassy or Mission in India; Identity card with applicant's photograph and address issued by any of the following: Central/ State Government Departments, Statutory/Regulatory Authorities, Public Sector Undertakings, Scheduled Commercial Banks, Public Financial Institutions, Colleges affiliated to Universities, Professional Bodies such as ICAI, ICWAI, ICSI, Bar Council, etc., to their Members; and Credit cards/Debit cards issued by Banks.

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

- To be filled only in case the PoA is not the local address or address where the customer is currently residing. No separate PoA is required to be submitted.
- In case of multiple correspondence / local addresses, Please fill 'Annexure A1'
- Others includes – Utility bill which is not more than two months old of any service provider (electricity, telephone, post-paid mobile phone, piped gas, water bill); Bank account or Post Office savings bank account statement; Documents issued by Government departments of foreign jurisdictions and letter issued by Foreign Embassy or Mission in India; Identity card with applicant's photograph and address issued by any of the following: Central / State Government Departments, Statutory/Regulatory Authorities, Public Sector Undertakings, Scheduled Commercial Banks, Public Financial Institutions, Colleges affiliated to Universities, Professional Bodies such as ICAI, ICWAI, ICSI, Bar Council, etc., to their Members; and Credit cards/Debit cards issued by Banks.

F. Clarification / Guidelines on filling 'Contact details' section

- Please mention two- digit country code and 10 digit mobile number (e.g. for Indian mobile number mention 919999999999).
- Do not add '0' in the beginning of Mobile number.

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

- Provide KYC number of related person if available.

H. Clarification / Guidelines on filling 'Related Person details - Proof of Identity [Pol] of Related Person' section

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

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

- Authorised officials of Asset Management Companies (AMC).
- Authorised officials of Registrar & Transfer Agent (R&T) acting on behalf of the AMC.
- KYD compliant mutual fund distributors.
- 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).
- In case of NRIs, authorized officials of overseas branches of Scheduled Commercial Banks registered in India, Notary Public, Court Magistrate, Judge, Indian Embassy/ Consulate General in the country where the client resides are permitted to attest the documents.
- Government authorised officials who are empowered to issue Apostille Certificates.

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

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

K. PAN Exempt Investor Category

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



Know Your Client - First Holder

Please fill the form in English and in BLOCK LETTERS.
(Please tick ✓ on the box next to the option you wish to choose and provide corresponding details)

Details

Full Name

Fathers Name

Mother's Name

Spouse Name (For married applicants only)

Maiden Name (For married women only)

PAN* **Aadhar No.***

Date of Birth

Gender Male Female Transgender

Marital Status Married Unmarried

Nationality Indian Others Please Specify

Residential Status Resident Individual NRI NRE NRO Other Please Specify

Passport No. **Expiry Date**

Occupation Details Salaried Housewife Student Retired Public Sector Professional
 Self-employed Government Service Business Others Please Specify

Politically Exposed Person (PEP) Yes No

CKYC **KYC** **Status Date** **Remarks**

PHOTOGRAPH
(Affix latest colour photograph & Sign across)
Signature No. 1

Financial Details Income And Net Worth

Income Ranges	Networth as on Date	Value
<input type="checkbox"/> 1-5 Lakh <input type="checkbox"/> 5-10 Lakh <input type="checkbox"/> 10-25 Lakh <input type="checkbox"/> 25 Lakh-1 Cr <input type="checkbox"/> >1 Cr		

Residential Address

Line 1

Line 2

City **Pin Code**

State **Country**

Contact Details: Mobile **E-mail**

Overseas Address

Line 1

Line 2

City **Pin Code**

State **Country**

Are you a tax resident of any country other than India?

 Yes

 No

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

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

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

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

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

CERTIFICATION

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

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

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

Date

D	D	M	M	Y	Y	Y	Y
---	---	---	---	---	---	---	---

Place

Signature No. 2

Director / Authorised Signatory



Know Your Client - Second Holder

Please fill the form in English and in BLOCK LETTERS.
(Please tick ✓ on the box next to the option you wish to choose and provide corresponding details)

Details

Full Name

Fathers Name

Mother's Name

Spouse Name (For married applicants only)

Maiden Name (For married women only)

PAN* **Aadhar No.***

Date of Birth

Gender Male Female Transgender

Marital Status Married Unmarried

Nationality Indian Others Please Specify

Residential Status Resident Individual NRI NRE NRO Other Please Specify

Passport No. **Expiry Date**

Occupation Details Salaried Housewife Student Retired Public Sector Professional
 Self-employed Government Service Business Others Please Specify

Politically Exposed Person (PEP) Yes No

CKYC **KYC** **Status Date** **Remarks**

PHOTOGRAPH
(Affix latest colour photograph)

Signature No. 1

Financial Details Income And Net Worth

Income Ranges					Networth as on Date	Value
<input type="checkbox"/> 1-5 Lakh	<input type="checkbox"/> 5-10 Lakh	<input type="checkbox"/> 10-25 Lakh	<input type="checkbox"/> 25 Lakh-1 Cr	<input type="checkbox"/> >1 Cr		

Residential Address

Line 1

Line 2

City **Pin Code**

State **Country**

Contact Details: **Mobile** **E-mail**

Overseas Address

Line 1

Line 2

City **Pin Code**

State **Country**

Are you a tax resident of any country other than India?

 Yes

 No

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

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

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

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

Date

D	D	M	M	Y	Y	Y	Y
---	---	---	---	---	---	---	---

Place

Signature No. 2

Director / Authorised Signatory



Know Your Client - Third Holder

Please fill the form in English and in BLOCK LETTERS.
(Please tick ✓ on the box next to the option you wish to choose and provide corresponding details)

Details

Full Name

Fathers Name

Mother's Name

Spouse Name (For married applicants only)

Maiden Name (For married women only)

PAN* **Aadhar No.***

Date of Birth

Gender Male Female Transgender

Marital Status Married Unmarried

Nationality Indian Others Please Specify

Residential Status Resident Individual NRI NRE NRO Other Please Specify

Passport No. **Expiry Date**

Occupation Details Salaried Housewife Student Retired Public Sector Professional
 Self-employed Government Service Business Others Please Specify

Politically Exposed Person (PEP) Yes No

CKYC **KYC** **Status Date** **Remarks**

PHOTOGRAPH
(Affix latest colour photograph)

Signature No. 1

Financial Details Income And Net Worth

Income Ranges	Networth as on Date	Value
<input type="checkbox"/> 1-5 Lakh <input type="checkbox"/> 5-10 Lakh <input type="checkbox"/> 10-25 Lakh <input type="checkbox"/> 25 Lakh-1 Cr <input type="checkbox"/> >1 Cr		

Residential Address

Line 1

Line 2

City **Pin Code**

State **Country**

Contact Details: Mobile **E-mail**

Overseas Address

Line 1

Line 2

City **Pin Code**

State **Country**

Are you a tax resident of any country other than India?

 Yes

 No

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

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

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

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

Date

D	D	M	M	Y	Y	Y	Y
---	---	---	---	---	---	---	---

Place

Signature No. 2

Director / Authorised Signatory

Portfolio Management Services Account Related Details

Dear Sir,

I/We wish to avail the Discretionary Portfolio Management Services offered by Prabhudas Lilladher Private Limited. I/We hereby confirm that I/We have chosen the below mentioned strategy.

Name of strategy

A. GST Registration No.

(Attached certificate copy)

B. Correspondence Address

Line 1
Line 2
City **Pin Code**
State **Country**

C. Mobile Number and E-mail ID for Correspondence

I / We refer to various circular(s) issued by regulatory authorities in respect of facility to get SMS & E-mail of account details. I / We wish to get SMS and Email for details related to my/our accounts. I / We request you to upload below mentioned Mobile Number and Email ID pertaining to me/us or my/our family member at the Exchanges/Depository for the above mentioned facility.

Mobile No. Tick One Owned Shared
Email ID Tick One Owned Shared

If any of the aforesaid details are tick marked 'Shared' then please fill the following;

Details	For Mobile No.	For Email ID
Name of Owner		
PAN of Owner		
My/ our relationship with Owner	<input type="checkbox"/> Spouse <input type="checkbox"/> Dependent Child <input type="checkbox"/> Dependent Parent	<input type="checkbox"/> Spouse <input type="checkbox"/> Dependent Child <input type="checkbox"/> Dependent Parent
Signature		

(Signature of owner of the Mobile No. & Email ID to be acquired in both boxes as consent for usage)

D. Depository Account Details

DP Account for PMS Operating (Proof for Demat CMR to be submitted)

Strategy	Depository Participant Name	Depository Name	DP ID	Beneficiary ID (BO ID)

DP Account for PMS Operating (Proof for Demat CMR to be submitted)

Depository Participant Name	Depository Name	DP ID	Beneficiary ID (BO ID)

E. Bank Account Details

Bank Account for POA and PMS operating

Strategy	Bank Name	Account No.	IFSC Code	Branch	Type

Bank Account for Funds Corpus Inward / Outward (Please specify the bank details in which you wish to receive the redemption proceeds).

Bank Name	Account No.	IFSC Code	Branch	Type

(Copy of personalised cancelled cheque leaf or bank statement containing name of the Account Holder with Account Number, IFSC Code and bank & branch name).

F. Investment Profile of Client

Investment / Trading Experience

Sr. No.	Categorisation	Option
a	Less than 3 Years	
b	3 to 5 Years	
c	5 Year Above	

Client Category

Sr. No.	Categorisation	Option
a	Individual Resident - HNI	
b	Individual Resident - Ultra HNI	
c	Individual NRI	

Age

Sr. No.	Categorisation	Option
a	Upto 35 Years	
b	35 to 60 Years	
c	Above 60 Years	

Marital Status

Sr. No.	Categorisation	Option
a	Married	
b	Unmarried	
c	Divorced	

Occupation / Work Profile

Sr. No.	Categorisation	Option
a	Professional / self employed	
b	Business	
c	Salary	
d	Other	

Level of Education

Sr. No.	Categorisation	Option
a	Under Graduate	
b	Graduate	
c	Post Graduate	
d	Degree and above	
e	Other	

Annual Income

Sr. No.	Categorisation	Option
a	Up to 25 Lakhs	
b	25 Lakhs to 50 Lakhs	
c	50 Lakhs to 1 Crore	
d	1 crore and Above	

Networth

Sr. No.	Categorisation	Option
a	Less than 1 Crore	
b	1 crore to 5 Crore	
c	5 crore to 10 Crore	
d	10 Crore and Above	

Overall Investment Goals

Sr. No.	Categorisation	Option
a	Capital Appreciation	
b	Regular Income	
c	Others (Please specify)	

Investment Horizon

Sr. No.	Categorisation	Option
a	Upto 3 Years	
b	3 Years to 5 Years	
c	5 Years above	

Detailed Investment Objective

Sr. No.	Categorisation	Option
a	Equity: Nature of equities desired	
b	Balanced: Percentage of debt/equity	
c	Debt: Government Bonds, Corporate Debt etc.	
d	Mutual funds, Venture funds etc.	
e	Others	

Market Value of Total Portfolio Held

Sr. No.	Categorisation	Option
a	Less than ₹ 1 Crore	
b	₹ 1 Crore - ₹ 5 Crores	
c	₹ 5 Crores - ₹ 25 Crores	
d	₹ 25 Crores - ₹ 50 Crores	
e	Above ₹ 50 Crores	

Indicative Investment Percentage with PL PMS Account %

Systematic withdrawal Plan if any:

 Monthly Quarterly Half Yearly Annually

How are you currently investing in capital market?

 Not Investing Self Mutual Fund Portfolio Management Services

When market is not performing well, do you prefer to Buy risky investments and Sell less risky investments?

 Strongly prefer Prefer Indifferent Do not prefer Strongly do not prefer

Do you prefer securities with Low risk, Low return over High risk, High return?

 Strongly prefer Prefer Indifferent Do not prefer Strongly do not prefer

Are you aware of the risks and volatility associated with investing in Equity and Equity linked instruments?

 Fully aware Quite aware Not aware

Notes: Based on the data collected on the above parameters RM to define client's investment preference and strategy.

Risk Tolerance	<input type="checkbox"/> Defensive <input type="checkbox"/> Moderate <input type="checkbox"/> Aggressive
Remarks	

PMS 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.

Authorised Signatory

Signature No. 3	Signature No. 3	Signature No. 3
-----------------	-----------------	-----------------



G. Nomination Details (Nomination can be made upto three nominees in the account)

Select if Opting for Nomination

I/We wish to make a nomination and do hereby nominate the following person(s) who shall receive all the assets held in my / our account in the event of my / our death.

	Details of 1 st Nominee	Details of 2 nd Nominee	Details of 3 rd Nominee
1. Name of the Nominee(s) (Mr. /Mrs. / Ms.)			
2. Date of Birth			
3. Share of each Nominee <i>Equally (If not equally, please specify percentage)</i>	%	%	%
Any odd lot division shall be transferred to the first nominee mentioned in the form.			
4. Relationship with 1st Account-holder			
5. Address of Nominee(s) (Please mention City, State & Country)			
PIN Code			
6. Nominee (s) Mobile / Telephone No.			
7. Nominee (s) Email ID			
8. Nominee Identification details <i>(Please provide any one of following details)</i> PAN, Aadhaar, Saving Bank account passbook, Proof of Identity	Photograph & Signature	Photograph & Signature	Photograph & Signature
Sr. Nos. 9 - 14 to be filled only if Nominee(s) is a MINOR			
9. Name of Guardian (Mr. /Mrs. / Ms.) <i>{in case of minor nominee(s)}</i>			
10. Date of Birth (Guardian)			
11. Guardian Address (Please mention City, State & Country)			
PIN Code			
12. Guardian Mobile / Telephone no.			
13. Guardian Email ID			
14. Relationship of Guardian with Minor Nominee(s)			
15. Guardian(s) Identification Details <i>(Please provide any one of following details)</i> PAN, Aadhaar, Saving Bank account passbook, Proof of Identity	Photograph & Signature	Photograph & Signature	Photograph & Signature

Select Declaration for opting out of Nomination

I/We hereby confirm that I/we do not wish to appoint any nominee(s) in my / our trading & demat account and understand the issues involved in non-appointment of nominee(s). Further I/we am/are aware that in case of death of all the account holder(s), my/our legal heirs would need to submit all the requisite documents / information for claiming of assets held in my /our trading & demat account, which may also include documents issued by Court or other such competent authority, based on the value of assets held in the trading & demat account.

	First/Sole Holder	Second Holder	Third Holder
Signatures	Signature No. 4	Signature No. 4	Signature No. 4

H. Introducer Details

Type of Introducer	<input type="checkbox"/> Distributor or <input type="checkbox"/> Direct	Relationship Manager
Name		
Address		
Phone No.		
Email ID		
Signature		

DECLARATION

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

I/We do hereby agree to be bound by such provisions as outlined in these documents. I/We have also been informed that the Disclosure Document have been displayed for information on PL's designated website.

I/We confirm having read/been explained and understood the contents of the Agreement, Disclosure Document and Tariff Sheet with illustration. I/We do hereby agree and confirm that I/We have received read and understood Disclosure Document before execution of PMS agreement.

	First/Sole Holder	Second Holder	Third Holder
Signatures	Signature No. 5	Signature No. 5	Signature No. 5
Date	<input type="text" value="D"/> <input type="text" value="D"/>	<input type="text" value="M"/> <input type="text" value="M"/>	<input type="text" value="Y"/> <input type="text" value="Y"/> <input type="text" value="Y"/> <input type="text" value="Y"/>
Place			

FOR OFFICE USE ONLY

Signed for and on behalf of
For PRABHUDAS LILLADHER PRIVATE LIMITED

Signed by :

Authorised Signatory

Date : / /

Dear Investor,

In order to set correct expectations / understanding of Portfolio Management Services and to ensure that the pros and cons are presented in a succinct manner, we urge you to take note of the following and confirm your kind understanding of the investment at hand.

1. While I am free to exit in case of exigencies, I understand that the ideal time horizon for the investment strategy to produce results is 5 years plus. At the time of investing I am able to indicate a 5 years plus time frame for this investment.
2. In the interim there will be months and sometimes years with a decline in the capital value. Staying the course preserves the potential of the investment and bailing out may precipitate notional losses into actual losses.
3. I understand that there is no guarantee of returns over any time frame and equity investing is about uncertain outcomes.
4. At any point of time the fund manager of the PMS would manage a portfolio in line with the investment mandate described in the strategy documents. The stock selection and entry and exit are left to the best judgement of the fund managers. This is a discretionary PMS where the discretion of the stock selection is with the portfolio manager and they are not expected to consult clients before investing / disinvesting any stocks or securities.
5. At any point in time there may be some stocks whose fundamental performance and/or share price performance may not be in line with the expectations of the portfolio manager and deviate from the rest of the portfolio or broader markets. This is a part of the investing process and I understand every investment is a hypothesis on the growth potential and execution of the company. Outcomes are probabilistic in nature.
6. The PMS strategy would in ordinary course not hold any significant amount of cash instead of equities. However the discretion of fund allocation solely lies with fund manager. I understand that the portfolio will always operate in the context of underlying markets.
7. Asset allocation, booking profits when the investment delivers anticipated results and taking cash calls is the domain of the portfolio manager.
8. The annual fees agreed by signing on the fee schedule IV (tariff Sheet) will be calculated and charged as prescribed in the schedule IV (tariff Sheet) to be debited Quarterly on daily average balance from the date on which the initial corpus and additional corpus is received, payable quarterly on the last day of the each quarter. If values depreciate the Portfolio manager earns less in actual terms and if values appreciate Portfolio Manager earns more in absolute terms but its the same in percentage terms. This is true of all managed investments. Irrespective of rise or fall in values, the fund managers continue to do their job i.e. tracking growth prospects and execution of underlying companies.
9. The PMS does not commit to or profess to have or claim any expertise in timing entry and exit into stocks or into the broader market. Our aim is to outperform markets over a 3-5 year period based on stock selection and their underlying fundamental growth.
10. All service queries to be addressed to plpmsoperations@plindia.com
11. All products and performance related queries will be addressed to plpmsoperations@plindia.com
12. All transactions, related statements, portfolio and performance reports will be available 24x7 at <http://pms.plindia.com/ClientLogin.aspx>

I accept,

Authorised Signatory

Signature No. 6

Signature No. 6

Signature No. 6

Power of Attorney

TO ALL TO WHOM THESE PRESENTS SHALL COME, I/We

Signature No. 7
Signature No. 7
Signature No. 7

Mr./Mrs./Ms./M/s.....

Presently residing/ having 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) SEND GREETINGS:

By a Portfolio Management Agreement dated (hereinafter referred to as "PMS Agreement") entered into between client of the One part and Prabhudas Lilladher Private Limited, a Company incorporated under the Companies Act, 1956, and having its Registered office at 3rd Floor, Sadhana House, 570, P. B. Marg, Worli, Mumbai - 400018 (hereinafter referred to as 'PLPL/Portfolio Manager) of the Other part, the Client appointed PLPL, as Portfolio Manager to manage, invest and operate the assets of the Client including, without limitation, the power to appoint custodians, agents, representatives, banks or service providers or any other persons in connection with the services provided by the Portfolio Manager as the Portfolio Manager may deem fit from time to time to perform any of the functions which the Portfolio Manager is empowered / obligated to perform and to delegate to such persons the authority/power to perform any of the functions to be performed by the Portfolio Manager and provide such instructions as the Portfolio Manager may deem fit from time to time to enable such performance.

I/We hereby irrevocably confirm the appointment of the Portfolio Manager for the securities the client owns, acquires or deals with or may own or deal with or own or may own in the name of the Client and the Portfolio Manager agrees to act and provide portfolio management services for the Asset in the manner set out herein.

NOW THESE PRESENTS WITNESSTH THAT I/we, the Client who are signatories to this Power of Attorney do hereby nominate, constitute, appoint and authorise the Portfolio Manager to act through any of the officers, authorised to act as such by the Portfolio Manager to be the Client's lawful attorney and to do all or any of the following acts deeds and things in respect of the PMS Agreement:

1. To take investment / disinvestment decisions in respect of the Clients 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. To make necessary application(s) on behalf of the Client, to any Government, Quasi-government or local authorities in India including Securities and Exchange Board of India and Reserve Bank of India and for or incidental to purchase, sale, transfer of, or holding and/or continuing to hold shares, debentures, Government and other Securities, Units, Deposits Bonds, Certificates of Deposit, Commercial Paper, Participation Certificates Bills, Options, Notes, Warrants and other securities, instruments and investment whatsoever (hereinafter collectively called the "Securities") and to represent the Client in all respects before such authority or authorities and establish the ownership and entitlements of the Securities in the Client's name and if required to give instructions in this regard to the custodian or any authorised agent.
4. To give instructions to the Custodian or any other authorised agent to acquire by subscription, purchase or otherwise, any Securities; to sell, transfer, endorse or deliver any Securities now standing in the name of the Client or to be hereafter acquired and to sign and execute all transfer deeds, forms, applications or such other instruments, documents and papers as may be necessary for the purpose of acquiring or transferring the Securities in the name of the Client, selling the Securities held in the name of the Client.
5. To give instructions to the custodian or any authorised agent for or to renounce and sign application and/or renunciation forms in respect of the Securities offered on rights, additional, preferential or other basis and to receive and hold such Securities.
6. To give instructions to the custodian or any authorised agent to make application(s) to companies or corporate bodies for splitting, consolidation, redemption, conversion of the Securities.
7. To represent the Client before any authority, official or agency of the Government of India or State Government or any Bank, Company, Corporation, Stock Exchange, Securities and Exchange Board of India or any other authority in respect of the Securities.
8. To give or be a party to the notice for calling an extraordinary general meeting of any company on requisition in accordance with Section 101 and/or any other applicable provisions of the Companies Act, 2013 or any other laws.
9. To attend, vote, represent or otherwise act as the attorney or proxy at meetings of the members, shareholders, creditors, debenture holders of any

company or body corporate in which shares, debentures or deposits are acquired or held in the name of the Client pursuant to these presents.

10. To give instructions to the Custodian or any 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; and to take all necessary actions including signing of all necessary applications and other documents.

11. To give instructions to the Custodian or any authorised agent to deposit the monies with the Bank and to deposit all interest, dividends or profits in an account opened in the name of the Client, and to make such debits in the said account as may be necessary and in particular for purchase, acquisition of the Securities (which instructions may be given to the Custodian or any authorised agent either by the Client directly or through the Portfolio Manager acting as the Clients agent, through any of its officers, pursuant to the powers of the Portfolio Manager under the Portfolio Management Agreement for purchase / acquisition), making payments to broker / issuers for the same and also for the service charge for all / any type of services to be provided by the Bank / any other person authorised by the Bank / Client / Portfolio Manager to the Client in relation thereto / hereunder and for that purpose to open a current account or such other account with the Bank.

12. 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.

13. To give instructions to the Custodian or any authorised agent to apply for the issue of duplicate certificates in respect of the securities.

14. To open, assign and operate my/our depository account with an authorized depository and to shift / move my/existing portfolio with another authorized depository. The operations includes but not limited to issuing instructions for dematerialisation, rematerialisation and transfer of securities to and from this account for settlement of trades executed by me/us . The following are the details of the said account(s)

DP Name	DP ID	Client ID

Signature No. 8
Signature No. 8
Signature No. 8

15. A. To open and to operate Bank Accounts in the name of client to meet the fund obligation with authorized / the exchange arising out of the purchase and sale transactions undertaken by the client.

B. To receive monies due to Portfolio Manager towards my/our Portfolio investment or otherwise in the bank account(s) maintained in the name of Portfolio Manager.

C. To pay monies due from Portfolio Manager towards my/our withdrawal of Portfolio Investment or otherwise from the bank account(s) maintained in the name of Portfolio Manager

16. And generally to do and perform and execute all such other acts, deeds, instruments, matters and things for and on behalf of the Client as may be necessary, proper, convenient or expedient.

17. To give instructions to the custodian /bank as applicable to debit client's account for all the service charges, fees, out of pocket expenses, conveyance expenses, postage, telephone / fax charges, franking charges, stamp duty, demat charges, 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 PMS Agreement.

18. 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 the portfolio management.

19. To correspond with and enter into agreements on behalf of the client with such person (including without limitation, stock brokers, custodian, banks, depositories, depository participants, mutual funds and asset management companies) as the Portfolio Manager may deem fit.

20. To enter into transactions on behalf of the client for the specific purpose of meeting margin requirements.

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

22. For the purposes aforesaid or any of them to sign any contract, agreement, transfer, acceptance, receipt, acquittance, document and form and other writing and do all lawful acts requisite for effecting the same.

23. To make such declarations, as may be required under applicable laws, being in force from time to time.

This Power of Attorney will be in full force and effect till it is specifically revoked by the Client and the Client hereby ratifies and confirms and

covenants for itself its successors and assigns to ratify and confirm and covenant all and whatsoever has been or Shall be lawfully done in the premises by virtue of these presents, including in such ratification and confirmation whatever shall be done between the time of the revocation by any other means of these presents and the time of such revocation becoming known to the Portfolio Manager.

Any person shall be entitled to rely 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 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.

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

And 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 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 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 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 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 the day of 20

SIGNES AND DELIVERED on behalf of within named client

Through Its Authorised Signatory

Name & Sign of Authorized Signatory

.....

Signature No. 9

Name & Sign of Authorized Signatory

.....

Signature No. 9

Name & Sign of Authorized Signatory

.....

Signature No. 9

In presence of

Witness1.....

Address:

Signature

In presence of

Witness 2

Address:

Signature

Discretionary Portfolio Management Services Agreement

This Discretionary Portfolio Management Services Agreement entered into on this day of, 20 as mentioned herein, between Prabhudas Lilladher Private Limited, a private limited company incorporated under the Companies Act, 2013 and having its registered office at 3rd Floor, Sadhna House, 570, P B Marg, Behind Mahindra Tower, Worli, Mumbai – 400018 (hereinafter referred to as "Portfolio Manager", (which expression shall, unless repugnant to the context or meaning thereof be deemed to include its successors and assigns) of the ONE PART.

AND

Signature No. 10	Signature No. 10	Signature No. 10
------------------	------------------	------------------

Mr. / Ms. / Mrs.
 residing at / having registered office / corporate office at,
 specified as the 'Client' which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include:

- i. (if the Client is individual) his/her heirs, executors, administrators and legal representatives and permitted assigns;
- ii. (if the Client is a partnership firm or limited partnership firm), the partners for the time being of the said firm, the survivor or survivors of them and their respective heirs, executors, administrators and legal representatives/its successors and permitted assigns;
- iii. (where the Client is a company or a body corporate) its successors and permitted assigns;
- iv. (where the Client is the Karta of a Hindu Undivided Family), the members for the time being of the said Hindu Undivided Family and their respective heirs, executors, administrators and permitted assigns;
- v. (where the Client is the board of trustees of a trust), the trustees for the time being and from time to time; and
- vi. (where the Client is the governing body of a society), the respective successors of the members of the governing body for the time being and from time to time the members of the society for the time being and from time to time and any new members elected or appointed of the OTHER PART.

WHEREAS:

- (a) The Portfolio Manager is registered with the Securities and Exchange Board of India vide registration certificate no. INP000008279 dated 7 September 2023 and is duly authorized to provide Portfolio Management Services under the SEBI (Portfolio Managers) Regulations, 2020 and any amendments thereto from time to time and rules, guidelines, circulars issued under the Act;
- (b) The Portfolio Manager is rendering Portfolio Management Services under the name and style as specified in the Schedules to this Agreement.
- (c) At the request of the Client, the Portfolio Manager has agreed to provide certain Discretionary Portfolio Management Services to the Client as more particularly set out in this Agreement.
- (d) The Client has satisfied itself of the capacity of the Portfolio Manager to provide the services of Portfolio Manager as set out in this Agreement.
- (e) The Client after having read and understood the Disclosure Document (defined hereunder) provided by the Portfolio Manager and having agreed to be bound by the terms therein has agreed to invest his Funds with the Portfolio Manager and to be bound by the terms of this Agreement and the Schedules hereto (hereinafter referred to as this Agreement).

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

1. DEFINITIONS

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

- 1.1. "Act" means the Securities and Exchange Board of India Act, 1992 (15 of 1992).
- 1.2. "Agreement" means this Discretionary Portfolio Investment

- Management Service (DPMS) Agreement executed between the Portfolio Manager and the Client in terms of Regulation 22 of SEBI (Portfolio Managers) Regulations, 2020 issued by the Securities and Exchange Board of India & includes any amendment thereto made in writing upon mutual consent of the Parties hereto and also includes the account opening form and schedules to this DPMS agreement provided that a Client request via its registered email address regarding change in information submitted by the client at the time of account opening with portfolio manager, fees, top up or redemption that has been accepted by the Portfolio Manager via its registered email address shall be considered as a valid amendment to this Agreement.
- 1.3. 'Anniversary Date' is the last day of account opening date of client which is recurring annually or last day of selection date of performance fees which is recurring annually
- 1.4. "Applicable Laws" means any applicable local or national statute, regulation, notification, circular, ordinance, requirement, directive, guidance or announcement issued by any Authority.
- 1.5. "Assets" means (i) the Portfolio and/or (ii) the Funds and (iii) all accruals thereto, and (iv) expenses due from the Client's portfolio, payable by the Client, as applicable.
- 1.6. "Authority" means any entity exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to the government including but not limited to the SEBI or the Reserve Bank of India.
- 1.7. "Bank Account" means one or more omnibus bank accounts opened, maintained and operated by the Portfolio Manager in the name of the Client or pool account managed in the name of the Portfolio Manager for the purpose of managing funds on behalf of the Client with any of the Scheduled Commercial Banks.
- 1.8. "Body Corporate" shall have the meaning assigned to it in or under clause (11) of Section 2 of the Companies Act, 2013.
- 1.9. "BPS" means basis point.
- 1.10. "Client" or "Investor" means the person who enters into an Agreement with the Portfolio Manager for managing its Portfolio and

/or Funds.

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

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

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

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

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

1.16. "Depository" means Depository as defined in Depositories Act, 1996 (22 of 1996)

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

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

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

1.20. "Exit Load" shall mean at the time of withdrawal of investment by the client from Portfolio Management Services shall be subject to penal charge in the form of 'exit load' being levied by the Portfolio Manager on such withdrawal. Such exit load would be mentioned in the schedules to this agreement and shall be levied in accordance with the terms agreed upon between client and the Portfolio Manager.

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

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

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

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

- i. The total market value of all Securities in client's account as on the end of the day,
- ii. Cash/Bank balance in client's account as at the end of the day,
- iii. All income (dividend, interest, etc.) accrued on the investments in client's account over the course of the day.
- iv. And reducing from this aggregate the charges, fees, expenses and

other costs payable by client.

v. All receivables and payables due from / to the client at the end of the day.

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

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

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

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

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

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

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

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

1.33. "Principal Officer" means a senior employee or director of the Portfolio Manager who assumes responsibility for the activities of the Portfolio Manager and who has been designated as such by the Portfolio Manager.

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

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

1.36. "SEBI" means the Securities and Exchange Board of India established under sub-section (1) of Section 3 of the Securities and Exchange Board of India Act 1992 as amended from time to time. "Securities" includes:

- i. "Securities" as defined under the Securities Contracts (Regulations)

Act, 1956;

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

2. INTERPRETATION

- 2.1. In this Agreement, the headings are for convenience only and shall not constrain or affect its construction or interpretation.
- 2.2. In any way whatsoever, words and expressions used in this Agreement, the Schedules to this agreement and the Disclosure Document not expressly defined herein or the regulations shall be interpreted according to their general meaning and usage. The definitions are not exhaustive. They have been included only for the purpose of clarity and shall also carry meanings assigned to them in regulations governing Portfolio Management Services.
- 2.3. All references to the masculine shall include the feminine and all references, to the singular shall include the plural and vice-versa.
- 2.4. If by the terms of this agreement, any act would be required to be performed on a day which is a Public Holiday, that act shall be deemed to have been duly performed, if performed on or within the period ending on the immediate next Business Day.
- 2.5. All references to "Rs." refer to Indian Rupees. A "crore" means "ten million" and a "lakh" means a "hundred thousand".

3. PORTFOLIO MANAGEMENT SERVICES

- 3.1. The Portfolio Manager shall provide Discretionary Portfolio Management services which shall be in the nature of investment consultancy and administrative management with the objective of generating reasonable return for the Clients' investments and the Portfolio Manager shall have full discretion to determine from time to time the Securities to be purchased, sold or exchanged and the portion of the Assets of the Client Account to be held uninvested, including the custody of the unlisted securities, monitoring the book closure and corporate actions due on Securities such as - dividends, bonus, rights etc., so as to ensure that all the benefits accrue to the Client's Portfolio, for an agreed fee and for a period as hereinafter described, entirely at the Client's risk. The Portfolio Manager may from time to time introduce Investment Approach and may launch new Investment Approach for the benefit of its Clients. The Clients may invest in one or more of such Investment Approach in accordance with terms and conditions listed in this agreement by filing and executing the relevant schedule(s) to this agreement. For the present, the Client has selected the investment approach as outlined in the Schedules to this Agreement and which is included in the disclosure document filed with SEBI and published on PM's website (<https://plindia.com>).
- 3.2. For the consideration and on the terms & conditions contained herein, the Portfolio Manager agrees to provide to the Client, and the Client agrees to avail of, the Discretionary PMS.
- 3.3. The Client hereby appoints the Portfolio Manager and entrusts the

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

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

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

- 4.1. The Portfolio Manager shall deploy the funds in accordance with the relevant Investment Approach selected by the Client and in accordance with the SEBI (Portfolio Managers) Regulations, 2020, as may be amended from time to time, and the guidelines issued thereunder and any other Applicable Laws.
- 4.2. The Portfolio Manager agrees that it shall observe integrity and fairness in its dealings with the Client and acknowledges that it shall use its best efforts to avoid any conflict of interest in relation to its investment decisions and shall not derive any direct or indirect benefit out of the Client's funds and securities except as provided for in this Agreement.
- 4.3. Simultaneous with the execution of this Agreement the Client shall execute and deliver to the Portfolio Manager a Power of Attorney in the format specified by the Portfolio Manager authorizing the Portfolio Manager or any person appointed by the Portfolio Manager in this behalf to open and operate bank and depository accounts, buy and sell Securities and do other acts on behalf of the Client.
- 4.4. The Client hereby authorizes the Portfolio Manager, either by itself or through any person appointed by it, to do all such acts on behalf of the Client as the Portfolio Manager may in its absolute discretion consider necessary or advisable for the purpose of rendering Discretionary Portfolio Management Services including, without limitation,:-
 - i. opening, operating and closing one or more bank accounts and one or more depository accounts,
 - ii. transferring the Funds and Portfolio (deposited by the Client with the Portfolio Manager) to the Client Bank Account and Client Depository Account,
 - iii. purchasing, subscribing to or otherwise acquiring or investing in Securities and paying the consideration for the same,
 - iv. selling, redeeming, transferring or otherwise dealing with or disposing of Securities and receiving the consideration for the same
 - v. holding the Assets in the name of the Client or the Portfolio Manager or any custodian, nominee or agent of the Client or the Portfolio Manager as the Portfolio Manager considers appropriate in terms of applicable regulation and Power of Attorney
 - vi. appointing brokers, custodians and others in relation to the Discretionary Portfolio Management Services and entering into agreements with them.
 - vii. executing such documents as may be necessary
 - viii. receiving dividend, interest and other accretions and amounts in respect of the Assets
 - ix. paying all amounts (including any calls) required to be paid in connection with the Discretionary Portfolio Management Services and/or this Agreement including the Portfolio Management Fees and expenses incurred for or in connection with rendering Discretionary Portfolio Management Services.
- 4.5. The Portfolio Manager may open and operate under the Power of Attorney a Client Bank Account in the name of the client with any bank at the discretion of the Portfolio Manager. The account shall be used only for the purpose of the purchase of securities allowed as per the terms of this Agreement, for payment of allowable expenses/fees/taxes etc. as stated in the agreement and schedules thereto and for receiving payment on account of sale or redemption of Securities/Dividend for the Client. The Portfolio Manager shall not use the Funds in any other

manner. The Portfolio Manager shall not use the Funds of one client for the benefit of the other client. The account of the Client shall be segregated from the account of the other clients and shall be maintained separately.

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

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

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

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

4.10. The Client has expressly and with full knowledge of the implications conferred absolute and unfettered discretion on the Portfolio Manager in relation to all decisions concerning the Discretionary Portfolio Management Services (including, in relation to the matters referred to in Clause [13.3]) and the Client agrees and confirms that all such decisions of the Portfolio Manager (which shall, in this Agreement, include decisions taken in good faith by any person appointed by the Portfolio Manager in this behalf)

4.11. shall be binding on the Client and shall not be assailed, challenged, questioned or disputed by the Client at any time during the currency of this Agreement or anytime thereafter except on the ground of malafide, fraud, conflict of interest, or gross negligence. The Client shall not be entitled to hold the Portfolio Manager responsible or liable in any manner whatsoever or claim any damages, losses or other amounts on account of the exercise of such discretion by the Portfolio Manager or any decision taken in good faith by the Portfolio Manager at any time during the currency of this agreement or anytime thereafter except on the ground of malafide, fraud, conflict of interest, or gross negligence.

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

4.13. The Discretionary Portfolio Management Services and the provisions of this Agreement shall be subject to the Regulations and Applicable Laws; and, notwithstanding anything contained in Clause

4.14. 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 aware of the risks of entering into such transactions which risks could include, without limitation delivery of money to intermediaries such as stock brokers for their being able to meet margin requirements in respect of

transactions on behalf of the Client, which monies may not be backed by any underlying security and therefore may be unsecured in nature.

4.15. The Client hereby agrees and undertakes that until the termination of this Agreement and the closure of client's DPMS account by the Portfolio Manager in this behalf,

i. the Client shall not operate the Bank Accounts opened in the name of the Client and / or Depository Accounts opened in the name of the Client and

ii. the Client shall not enter into any agreement with the custodian appointed by the Portfolio Manager or give any instructions to the custodian in relation to the Assets or this Agreement

iii. the Client shall not create any charge, lien or other encumbrance of any nature over the Assets or otherwise deal with the Assets in any manner whatsoever.

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

4.17. 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 in the name of its Karta.

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

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

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

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

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

4.23. Further provided however, that the Portfolio Manager shall be allowed to share the details of the Client as mentioned in the Client

registration form or any other information pertaining to the Client with parties/entities other than required under Applicable Laws with the express permission of the Client.

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

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

4.26. The Portfolio Manager may:

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

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

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

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

4.30. The Client shall disclose in Account Opening Form, its interest in various corporate bodies which enables it to obtain unpublished price-sensitive information of such body corporate.

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

4.32. If the Portfolio Manager is unable to contact the Client for a period of 1 months / 30 days, despite reasonable efforts to reach the Client through all available means of communication including, but not limited to, email, phone, and written correspondence to the Client's registered address, the Portfolio Manager may, at its discretion, initiate a forceful termination of the Portfolio Management agreement/service.

The Portfolio Manager shall issue a 30 days written notice to the Client's registered address, by registered post and email, specifying the intent to terminate the account due to the Client's un-traceability. If the Client fails to respond within this notice period, the Portfolio Manager shall proceed with termination of the account in accordance with applicable laws and regulations. Notwithstanding what is stated herein, the

Portfolio Manager reserves the absolute discretion independently to terminate this agreement at any time by giving a written notice of not less than 30 days with or without assigning reason and cause the Client to transfer its Portfolio/ Portfolio Management Account to Clients Bank/BO Account.

Consequences of Termination

Upon termination of this Agreement, the Portfolio Manager shall, within a period of ninety (90) days from the date of termination, pay and/or deliver the Assets to the Client and unwind positions assumed in the derivatives segment as soon as possible. It is expressly agreed and acknowledged by the Client that such delivery of the Assets of the Client shall be after adjusting all amounts receivable by the Portfolio Manager from the Client including the fee and all other amount receivables under the terms of this Agreement. 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 of this Agreement. In the event the Client chooses to receive the Securities in the form of cash, the Portfolio Manager shall endeavour to sell the Securities at the prevailing market price at that time and pay net proceeds thereof, after adjusting all amounts receivable by the Portfolio Manager from the Client including the fee and all other amounts receivable under the terms of this Agreement, to the Client within a period of thirty (30) days of termination of the Agreement. Provided that, if the Portfolio Manager is for any reasons unable to sell the Securities within the aforesaid period of thirty (30) days, the Client shall be obliged to accept the Securities.

4.33. The Client may impose investment restrictions with regard to particular company or industry or sector. In such case client should give written consent along with the account opening documents.

4.34. SEBI has provided guidelines on prudential limits on investments in associates/related parties of Portfolio Manager vide circular SEBI/HO/IMD/IMD- I/DOF1/P/CIR/2022/112 dated August 26, 2022.

The Portfolio Manager shall invest in associates/related parties only after obtaining the Client consent for the limit on investments and restrictions given as per aforesaid SEBI Circular. Accordingly Portfolio Manager is obtaining the Client consent in Annexure A given in this agreement.

5. MINIMUM TENURE AND INVESTMENT

5.1. PMS is long term product and it should not have a short term view and terms specified in Investment Approach contained in disclosure document provided to client.

6. INVESTMENT OBJECTIVES AND POLICIES

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

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

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

6.4. The Client may, with the consent of the Portfolio Manager, switch between the Investment Approach during the tenure of this Agreement as per his investment objective and/or invest additional corpus in the same / different Investment Approach. The un-invested amounts may be deployed in liquid fund schemes or other debt-oriented schemes of mutual funds, gilt schemes, bank deposits and other short-term avenues available for investment. The Securities invested/disinvested by the Portfolio Manager for the Clients in the same Investment Approach may differ from Client to Client. The Portfolio Manager may, with the consent of the Client, lend the Securities through an approved intermediary for interest subject to SEBI (Securities Lending and Borrowing) Scheme, 1997. The Portfolio Manager may also invest in futures and options to

hedge, to enhance returns, to balance the portfolio or to take such other positions as may be permissible by the SEBI rules, regulations and guidelines. The Portfolio Manager may invest the Funds of the Clients in any mutual fund scheme at the sole discretion of the Portfolio Manager or as mentioned by the Client in the account opening form.

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

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

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

6.8 The Portfolio Manager and its affiliates/group company can source the securities for Investment purpose and any such dealings / investment with affiliates / group company of Portfolio Manager shall be on an arms-length, fair value and principal-to-principal basis.

7. TERMS FOR TRADING IN DERIVATIVES

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

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

- i. Quantum of Exposure in Derivatives: up to 100% of the market value of the Portfolio, i.e. total exposure of the Portfolio Client in
- ii. Manner & Purpose of using Derivative Products: For Hedging, Portfolio rebalancing, yield enhancement or the purpose of taking such positions as may be permitted by the Regulations or any other Applicable Laws.
- iii. Type of Derivative instruments: stock and index futures & options and such other products as may be permissible from time to time,
- iv. Terms of valuation Derivative products: These products shall be valued at the settlement/closing value (as per accounting policy of the Portfolio Manager) price of the concerned Securities on the Bombay Stock Exchange and / or the National Stock Exchange (as the Portfolio Manager may choose)
- v. Terms of Liquidation: The Derivative instruments will be liquidated at the prevailing market prices or will be allowed to expire at the price specified by the exchange on the expiry date.

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

8. TAX TREATMENT

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

9. CUSTODY AND SAFE KEEPING

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

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

10. WITHDRAWAL OF ASSETS

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

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

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

11. CHARGES AND FEES

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

11.2. Portfolio Management fees may be debited to the Client account on due date by the Portfolio Manager and Client will be informed through email for same. The Client should get back to the Portfolio Manager within 7 calendar days from receipt of such email if he has any queries.

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

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

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

11.6. The Parties agree that all functions in relation to the Discretionary Portfolio Management Services or otherwise pursuant to this Agreement shall be performed by the Portfolio Manager for and on

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

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

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

12. PORTFOLIO VALUATION FOR CALCULATING FEES

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

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

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

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

13. CONFLICT OF INTEREST

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

13.2. The Client may from time to time promptly inform the Portfolio Manager in writing the details of all shares (which term, in this clause, includes any instruments carrying voting rights) held by the Client in any listed company or corporate body in order that the purchases of shares by the Portfolio Manager on account of the Client do not attract any

provisions of the SEBI (Substantial Acquisition of Shares & Takeovers) Regulations, 2011 ("the Takeover Regulations"). Compliance with the provisions of the Takeover Regulations on account of any purchases of Securities under Discretionary Portfolio Management Services shall be the responsibility of the Client, and the Client shall keep the Portfolio Manager indemnified against the consequences of any non-compliance thereof by the Client.

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

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

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

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

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

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

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

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

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

(i) Management Services provided to the Client.

13.4. The Portfolio Manager may, from time to time invest in Securities, for the issue of which the Affiliates of the Portfolio Manager may be the lead managers, underwriters, merchant bankers, advisors or other intermediaries. For the purposes of this clause [13.4], "Affiliate", in relation to the Portfolio Manager, shall include any company, body corporate, firm, individual or other person who or which is an affiliate of or who or which is in any manner associated with or related to the Portfolio Manager or any director, shareholder or employee of the Portfolio Manager or any holding company or subsidiary of the Portfolio Manager or any company under common control of the Portfolio Managers' holding company.

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

14. INDEMNITY

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

14.2. The Client hereby unconditionally and irrevocably undertakes to

the Portfolio Manager that:

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

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

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

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

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

(b) wealth-tax, income tax, interest for delayed payment of income tax or wealth tax, penalty, prosecution and/or any other action taken, and/or which may be taken or enforced or recovered against the Client and/or the Portfolio Manager and/or any sub-delegate and agent; and if any of the same shall have been recovered from the Portfolio Manager or any sub-delegate or agent or if the Portfolio Manager or any sub-delegate or agent is held responsible for any of the aforesaid by any taxing authority, then the Client shall forthwith on demand pay and / or reimburse to the Portfolio Manager such amount as may be required, in the opinion of the Portfolio Manager to pay to the tax authorities (whether or not such payment has been lawfully demanded by the tax authorities).

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

15. STATEMENT AND INFORMATION

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

(a) the composition and the value of the Assets (Funds and Securities), description of the Securities, number of Securities, value of each Security held as part of the Assets, cash balance and aggregate value of the Assets as on the date of report.

(b) transactions undertaken by the Portfolio Manager during period covered by the report including date of transaction and details of purchases and sales.

(c) income or other interest received during the concerned period in respect of the Assets by way of interest, dividend, bonus shares, rights shares or debentures or otherwise.

(d) expenses incurred in managing the Assets of the Client;

(e) 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.

(f) 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. such other documents and information relating to the Discretionary Portfolio Management Services provided to the Client by the Portfolio Manager and the Assets as the Portfolio Manager may determine. details of risk foreseen by the portfolio manager and the risk relating to the securities recommended by the portfolio manager for investment or disinvestment

(g) default in payment of coupons or any other default in payments in the underlying debt security and downgrading to default rating by the

rating agencies, if any

(h) details of commission paid to Introducer(s) for the particular client.

(i) other information as may be required to be included in such report by SEBI (Portfolio Managers) Regulations, 2020 or other circulars issued by regulatory authorities

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

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

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

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

16. NO WARRANTY OF PORTFOLIO MANAGER/RISK FACTORS

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

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

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

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

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

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

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

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

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

liquidity risks.

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

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

16.11. Derivatives require the maintenance of adequate controls to monitor the transactions entered into, the ability to assess the risk that a derivative adds to the portfolio and the ability to forecast price or interest rate movements correctly. There is the possibility that a loss may be sustained by the portfolio as a result of the failure of another party (usually referred to as the "counter party") to comply with the terms of the derivatives contract. Other risks in using derivatives include the risk of mispricing or improper valuation of derivatives and the inability of derivatives to correlate perfectly with underlying assets, rates and indices. Thus, derivatives are highly leveraged instruments. Even a small price movement in the underlying security could have a large impact on their value.

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

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

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

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

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

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

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

16.19. Currency Exchange Rate Risk: The Client's portfolio may from time to time enter into currency exchange transactions either on a spot basis or by buying currency exchange forward contracts. Neither spot transactions nor forward currency exchange contracts eliminate fluctuations in the price of the Client's portfolio Securities or in foreign exchange rates or prevent losses if the prices of these Securities should

decline. Performance of the Client's Portfolio may be strongly influenced by movements in foreign exchange rates because currency positions held by the Client's portfolio may not correspond with the Securities positions held.

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

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

16.22. Risks associated with investment in equity instruments using Quantitative Analysis/ Quant Model: Some of the Risks attached with Quantitative Analysis are:

i. Market Risk: Like any other equity investments, these are subject to market risk.

ii. Modeling Error: Quant models are subject to price and volume inputs. It is possible that some of these inputs are entered incorrectly. The quant model selected by the Portfolio Manager may not perform as tested; such a scenario is entirely possible and would result in a loss.

iii. Deviation from theoretical model: A quant model is theoretical in nature, however at times the market may act unexpectedly resulting in a loss, the quant model cannot account for any such market behavior. The quant model may initiate a sell signal; however, the stock may not have adequate liquidity at that moment forcing the portfolio manager to further drive down the stock price.

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

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

16.25. Risks related to Special Situations: Special situation trades are subject to all risks under equity; however, in certain cases the risks can be specific as are mentioned:

i. The promoter may choose not to accept the discovered prices

ii. Regulatory hurdles may delay any specific corporate action.

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

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

16.28. Risk factors associated with Derivatives: Derivative products are leveraged instruments and can provide disproportionate gains as well as disproportionate losses to the Investor. Execution of such strategies depends upon the ability of the Portfolio Manager to identify such opportunities. Identification and execution of the strategies to be pursued by the Portfolio Manager involve uncertainty and the decision of Portfolio Manager may not always be profitable. No assurance can be given that the Portfolio Manager will be able to identify or execute such strategies. The risks associated with the use of Derivatives are different

from or possibly greater than, the risks associated with investing directly in securities and other traditional investments. Trading in derivatives has the following risks:

- i. An exposure to Derivatives in excess of the hedging requirements can lead to losses.
- ii. An exposure to Derivatives, when used for hedging purpose, can also limit the profits from a genuine investment transaction.
- iii. Derivatives carry the risk of adverse changes in the market price.
- iv. Illiquidity Risk i.e. risk that a Derivative trade may not be executed or reversed quickly enough at a fair price, due to lack of liquidity in the market.

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

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

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

16.32. Equity instruments face macro-economic and geo-political risks: Sudden changes to the macro-economic and geo-political environment within which Portfolio

16.33. Manager's companies operate, could lead to increase in volatility of share prices of these companies.

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

17. LIMITED LIABILITY OF THE PARTIES

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

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

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

connection with the same.

17.4. Except as expressly provided for under this Agreement or under Applicable Law, PL PMS shall have no further liability under this Agreement. PL PMS shall not be liable for any acts or omissions of any third-party service providers. Neither PL PMS nor its directors, affiliates, representatives or employees shall be held liable for any claims or losses incurred on account of the actions or negligence of such third party service provider, including inter-alia, any claim for breach of confidentiality obligations by such third party service providers.

17.5. The liability of the Client shall not exceed its investment with the Portfolio Manager.

18. CONFIDENTIALITY

18.1. The Client will treat as confidential (both during and after the termination of the relationship between the Parties) any information obtained from or learned about the Portfolio Manager, including without limitation, its investment approach or holdings or its products or services in the course of their relationship under this Agreement. The Client will not disclose the same to any third party without the Portfolio Manager's prior written consent. These obligations shall not apply to information which

i. is, or becomes, known to the public,

ii. is received by the Client from a third party entitled to disclose it, or iii. is disclosed to competent government authorities or courts or other tribunals in accordance with the requirements of the Applicable Laws.

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

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

19. FORCE MAJEURE

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

20. TAPE RECORDING OF CONVERSATIONS

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

21. ASSIGNMENT

21.1. Either Party to the agreement shall not assign or transfer any or all

rights or obligations hereunder without the prior consent of the other Party except as provided in clause 4.3 and the Power of Attorney/ provided by the Client.

22. COUNTERPART AND ELECTRONIC SIGNATURE

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

23. NO PARTNERSHIP

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

24. HEADINGS

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

25. TERM & TERMINATION

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

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

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

- (a) Misrepresentation by the Client at the time of account opening or otherwise;
- (b) Breach of terms of the Agreement by the Client or any fraud committed by the Client in respect of transactions under this Agreement or in transactions in securities in general;
- (c) Client fails to maintain the Bank Account and / or the Depository Account (or any replacement thereof) or
- (d) Any proceedings or investigations that involve the Client or his/her/its properties have been initiated or is ongoing; or

25.6. The portfolio manager shall not change any terms of the agreement without prior consent of the client.

25.7. Upon termination of this Agreement, the Portfolio Manager shall, within a period of 45 days from the date of termination, pay and/or deliver the Assets to the Client. The Client shall be entitled to choose to receive the Securities forming part of the Assets in the form of Securities or the equivalent cash amount representing the Securities by informing the Portfolio Manager in this regard within 7 days of termination. In the event the Client chooses to receive the Securities in the form of cash, the Portfolio Manager shall endeavour to sell the Securities and pay the net proceeds thereof to the Client within a period of 30 days of termination of the Agreement. Provided that if the Portfolio Manager is for any reason unable to sell the Securities, the Client shall be obliged to accept the Securities.

25.8. In the event of the death of the Client (or, in case the Client comprises of two or more persons, death of any such person), the legal representative of the Client (or the concerned deceased person, as the case may be) shall inform the Portfolio Manager in writing of the same as soon as possible, and thereupon this Agreement shall terminate on the expiry of 30 days of the Portfolio Manager receiving such information. The Power of Attorney granted by the Client (or the persons comprising the Client, as the case may be) under clause 4.3. above shall continue to subsist after the demise of the Client (or the concerned person, as the

case may be) for a period of 30 days from the date on which the Portfolio Manager is informed of the death of the Client (or the concerned person, as the case may be) by the legal representative of the Client (or the concerned person, as the case may be) and the Portfolio Manager shall be entitled to continue to act under the terms of the said Power of Attorney. Provided that in the event of the death, insolvency, dissolution or the winding up of the Client during the lock-in period, if any, the Portfolio Manager shall arrange to pay the Net Realizable Value to / with the legal heir / claimant pursuant to a valid court order whichever applicable and relevant, only after the completion of the lock-in period. In the event the Client is a partnership firm, limited liability company or company, the Client must immediately notify the Portfolio Manager of any change in partnership / shareholding / constitution / management structure, as the case may be.

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

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

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

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

- i. permit the surviving person(s) who comprise the Client ("survivor/s") to operate the Bank Account (if opened in the name of the Client) and/or the Depository Account (if opened in the name of the Client), if the rules of operation of the Bank Account and/or the Depository Account so permit; and/or
- ii. deliver Assets to the survivor/s.
- iii. Upon acting in accordance with the provisions of this clause 25.8, the Portfolio Manager shall stand discharged of all obligations hereunder or otherwise in relation to the Assets.

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

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

26. WAIVER

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

27. ALTERATION

27.1. No change or modification of this Agreement shall be valid unless the same shall be in writing and signed by both Parties; provided however, the Portfolio Manager may from time to time alter the agreement if required, for complying with any change in statute, Regulations or with the requirements of any competent authority and further provided that a Client request via its registered email address regarding changes in information submitted by the client at the time of

account opening with portfolio manager, changes in fees, top up, Switch or redemption that has been accepted by the Portfolio Manager via its registered email address shall be considered as a valid amendment to this Agreement. The same shall be intimated to the Client by the Portfolio Manager and the Client shall be deemed to have agreed to the alterations.

28. NOTICES

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

28.2. All notices to the Portfolio Manager shall be sent by Registered Post (AD) at the following address or such other address / number as the Portfolio Manager may inform the The Principal Officer – PMS , 3rd Floor, Sadhna House, 570, P B Marg, Behind Mahindra Tower, Worli, Mumbai – 400018.

29. PROXIES

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

30. REPRESENTATIONS, WARRANTIES AND DECLARATIONS

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

- a) The Client has full power, capacity and authority to execute, deliver and perform this Agreement and has taken all necessary action (corporate, statutory, contractual or otherwise) to authorize the execution, delivery and performance of this Agreement in accordance with its terms.
- b) This Agreement has been duly executed and delivered by the Client and constitutes a legal, valid and binding obligation of the Client, enforceable against the Client in accordance with its terms.
- c) The execution, delivery and performance by the Client of this Agreement and the acts and transactions contemplated hereby do not and will not, with or without the giving of notice or lapse of time or both, violate, conflict with, require any consent under or result in a breach of or default under:
- d) any law to which it is subject; or any order, judgment or decree applicable to it; or
- e) any term, condition, covenant, undertaking, agreement or other instrument to which it is a party or by which it is bound.
- f) There are no legal, quasi-legal, administrative, arbitration, mediation, conciliation or other proceedings, claims, actions, governmental investigations, orders, judgments or decrees of any nature made, existing, threatened, anticipated or pending against the Client which may prejudicially the due performance or enforceability of this Agreement or any obligation, act, omission or transactions contemplated hereunder.

31. GOVERNING LAW / ARBITRATION

31.1. This Agreement shall be subject to the guidelines regarding portfolio management viz., the Securities and Exchange Board of India (Portfolio Managers) Regulations, 2020 made by SEBI and any amendments made thereto from time to time. This Agreement shall be governed by the laws of India and the courts of Mumbai shall have exclusive jurisdiction over the same.

31.2. Any disputes arising out of and in connection with this agreement or its performance may be settled by arbitration by a single Arbitrator to be appointed jointly by the Portfolio Manager and the Client in

accordance with the rules of the Mumbai Centre for International Arbitration ("MCIA Rules"). The seat of arbitration shall be at Mumbai and conducted in accordance with the provisions of the MCIA Rules.

32. ADDITIONAL TERMS AND CONDITIONS APPLICABLE TO NRI

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

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

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

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

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

The Client confirms that he/she/it has read and understood the contents of the Agreement. By affixing his/her/its signature, the Client confirms the contents of the entire Agreement and all schedules and annexures appended hereto

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

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

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

g) Without prejudice to the other provisions contained hereinabove, in all dealings with the Client and Portfolio Manager shall be entitled to presume (without being bound to) that the Client has obtained all necessary approvals pursuant to the applicable exchange control regulations.

h) In the event of any Securities purchased for the Client not being registered in the Client's name due to any regulatory reasons (including without limitation the percentage of NRI holdings in the relevant company exceeding permissible limits), the Client shall be liable for and shall indemnify the Portfolio Manager from all losses that the Portfolio Manager may suffer as a consequence of such transaction (including without limitation, the loss arising out of the sale of such securities in the market).

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

In witness whereof the parties hereto have set their hands on this agreement at the place on the day, month and year first hereinabove written.

SIGNES AND DELIVERED on behalf of

For Prabhudas Lilladher Pvt. Ltd

Prabhudas Lilladher Private Limited

The Portfolio Manager within named through
Its Authorised Signatory

Authorised Signatory

SIGNES AND DELIVERED by

Name & Sign of Authorized Signatory

Signature No. 11

.....

Name & Sign of Authorized Signatory

Signature No. 11

.....

Name & Sign of Authorized Signatory

Signature No. 11

.....

In presence of

Witness 1

Name.....

Signature

Address:

Witness 2

Name

Signature

Address:

Note:

Name, Address & Signature of 2 witnesses is mandatory.

* In case of Individual client, to be signed by client only & not by his / her Authorised Person / POA holder.

Authority To Use Derivatives To Hedge PMS Portfolio

VOLUNTARY

Dear Sir/Madam,

We invite your kind attention to Clause 13.9 relating to terms for trading in Derivatives in PMS Agreement executed with us. The client hereby authorize the Portfolio Manager, either by itself or through any person appointed by it, do all such acts on behalf of the Client as the Portfolio Manager may in its absolute discretion consider necessary or advisable for the purpose of trading in derivatives subject to the terms stated herein and only to the extent permissible under the law prevailing at that time. The terms of trading in Derivatives are:

- a. Quantum of Exposure in Derivatives: Upto 100% of the market value of the Assets, i.e. total exposure of the Client in derivatives shall not exceed the assets placed with Portfolio manager.
- b. Manner & Purpose of using Derivative Products: For Hedging, Portfolio Rebalancing, Yield Enhancement or for the purpose of taking such positions, as may be permitted by the SEBI rule, regulations and guidelines.
- c. Type of Derivatives Instruments: Stock and Index Futures & Options and such other products as may be permissible from time to time.
- d. Terms of Valuation Derivative Product : these products should be valued at the settlement/closing value (as per accounting policy of Portfolio Manager) of the concerned securities on the BSE Limited and/or The National Stock Exchange of India Limited or any other Exchange (as the Portfolio Manager may choose)
- e. Terms Liquidation/ settlement :The Derivatives instruments will be liquidated at the prevailing market prices or will be allowed to expire/to be exercised at the price specified by the respective Exchanges on the Expiry date/date of exercise.

PREVENTION OF MONEY LAUNDERING ACT, 2002

(A) Investor Awareness:

In recent years, worldwide efforts to combat money laundering and the financing of terrorism have assumed heightened importance. Both are global problems that not only threaten security, but also compromise the stability, transparency and efficiency of financial systems, thus undermining economic prosperity.

The Prevention of Money Laundering Act, 2002 (PMLA) forms the core of the legal framework put in place by Indian to combat money laundering. PMLA and the Rules notified there under came into force with effect from 1 July 2005. Director, FIU-IND and Director (Enforcement) have been conferred with exclusive and concurrent powers under relevant sections of the Act to implement the provisions of the Act. PMLA defines money laundering offence and provisions for the freezing, seizure and confiscation of the proceeds of crime. Please refer - <http://fiuindia.gov.in/pmla2002.htm>

Please refer to SEBI Master Circular on Anti Money laundering standards (AML) / Combating Financing of Terrorism (CFT) obligations of securities market intermediaries under the Prevention of Anti-Money Laundering Act, 2002 and rules framed thereunder dated 31st December 2010. http://www.sebi.gov.in/cms/sebi_data/attachdocs/1295933371907.pdf

(B) Voluntary Information to be provided by Client in relation to the PMLA

Details of corporate / Partnership Firm / Trust etc where the Client is affiliated

Sr. No.	Name	Entity Type	Nature of Business	Relationship	PAN

- Own Funds
 Borrowed Funds from Bank/NBFC
 Borrowed Funds from Others
 Others, please specify.....

I/We, undertake that i/We shall submit a certificate / opinion Report from the Banker / Financial Institution confirming that there has been no default in my account, if required by PL at any time in the future.

I/we hereby declare that I/We am/are beneficial owner of the PMS/ Demat account opened with PL. I/We hereby declare that I/We am/are not doing any benami transactions in my account. I/We understand that in case of any cash / suspicious / benami transactions being observed in my account, the same may be reported to Director FIU, New Delhi under the Prevention of Money Laundering Act by PL and that any enquiries or penalties by any regulatory authority, shall be borne by me.

Authorised Signatory



Annexure 4

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

Name of the Portfolio Manager & SEBI Registration Number		PRABHUDAS LILLADHER PRIVATE LIMITED - INP000009001		
Contact details of Portfolio Manager		022 6632 2353 / 022 6632 2358		
Name of the Client (First Holder)				
Name of the Client (Second Holder)				
Name of the Client (Third Holder)				
Distributor Name				
Service Opted by the Client		<input type="checkbox"/> Discretionary PMS <input type="checkbox"/> Non – Discretionary PMS		
Amount Invested		₹		
Date of PMS Agreement		DD / MM / YYYY		
Risk Tolerance of the Client		<input type="checkbox"/> High <input type="checkbox"/> Medium <input type="checkbox"/> Low		
	Strategy	Investment Approach	Benchmark	Investment Tenure/Horizon
<input type="checkbox"/>	AQUA	Adaptive Approach	S&P BSE 500 TRI	3 To 5 Years And Above
<input type="checkbox"/>	Multi Asset Dynamic Portfolio	Tactical Asset Allocation Approach	Nifty Multi Asset Index, Composition: 50%: Nifty 500, 40%: Nifty 50 Arbitrage Index & 10%: Reit & Invit	3 Years And Staying Invested Upto 5-7-10 Year
<input type="checkbox"/>	Multi Asset Dynamic Portfolio Alpha (MADP Alpha)	Tactical Asset Allocation Approach	Nifty Multi Asset Index, Composition: 50%: Nifty 500, 40%: Nifty 50 Arbitrage Index & 10%: Reit & Invit	3 Years And Staying Invested Upto 5-7-10 Year
Related party investments		Allowed subject to prior consent from the Investor		
Fees & Charges including exit load, if any levied by the Portfolio Manager		As per the Fee Schedule signed by the client		
Details of bank and demat accounts where client's funds and securities are kept		Bank and Demat Account Details are as mentioned in the Welcome Mail		
Tenure of the PMS agreement		Valid unless client terminates earlier		
Disclosure of interest in various corporate bodies by Client		<input type="checkbox"/> Yes <input type="checkbox"/> No		
Nominee along with share of each nominee in PMS, Demat and Bank accounts				
Name		% share	Minor	
1st Nominee				
2nd Nominee				
3rd Nominee				
Name of Guardian, in case the Nominee is a minor				
Minor's Name		Guardian's Name		
1st Nominee				
2nd Nominee				
3rd Nominee				
Name and contact details of Investor Relations Officer		Name - Mr. Siddharth Vora Telephone: +91 983309193 Mail ID: Siddharthvora@Plindia.Com, Pmsdesk@Plindia.Com		
Other important T&Cs		NA		

The MITC and all information provided here above are applicable to you. The MITC is in addition to and are to be read in conjunction with the PMS - Client Agreement executed between you and the Portfolio Manager.

Date

D	D	M	M	Y	Y	Y	Y
---	---	---	---	---	---	---	---

 Place

	First/Sole Holder	Second Holder	Third Holder
Signatures			

Schedule I - Details of Corpus Received

To,
 Prabhudas Lilladher Private Limited
 Sadhana House, 570, PB Marg,
 Worli, Mumbai - 400 018

Dear Sir,

I/We wish to avail the Discretionary Portfolio Management Services as offered by Prabhudas Lilladher Private Limited as a Portfolio Manager.

I/We wish to inform you that I/We have read and understood the contents of the Disclosure Document as specified Fifth Schedule of the Securities and Exchange Board of India (Portfolio Managers) Regulation 2000, alongwith enclosed certificate in Form C as specified in Securities and Exchange Board of India (Portfolio Managers) Regulation 2000 and provided to me/us prior of entering into the Portfolio Management Services Agreement.

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

I/We hereby place ₹ /- (Rupees only)

Bank Payment Details:	
Bank & Branch Name :	
Cheque No.	Cheque / RTGS Date :

AND/OR

List of Securities as detailed below

Sr. No.	Name of Securities	Date of Acquisition	Rate	Quantity
1				
2				
3				
4				

(Please attach separate list of Securities, if required)

as initial corpus under the Discretionary Portfolio Management in the following Product(s).

I/We hereby confirm that I/We have chosen the below mentioned Product(s)

1. Corpus ₹
2. Corpus ₹
3. Corpus ₹
4. Corpus ₹

Schedule II

Investment Restrictions - client's requirement for companies / sectors not to be included in the portfolio:
 (Use separate sheets if needed)

Sr. No.	Name of Restricted Sector	Sr. No.	Name of Restricted Scrip	ISIN
1		1		
2		2		
3		3		

Authorised Signatory

Signature No. 13

Signature No. 13

Signature No. 13

Schedule III

Names of Companies/Bodies Corporate in respect of which the Client has access to price sensitive information

Sr. No.	Name of Company
1	
2	
3	
4	
5	

Schedule IV

TARIFF SHEET

(Note: Client to fill in the necessary details regarding the fees structure)

Fees and charges for the Account
 The client has the option for selecting one of the following plans offered by the Portfolio Manager. Please update appropriate details for Client Fee and Charges.

<input type="checkbox"/> Fixed Fee Plan	<input type="checkbox"/> Fixed + Variable Fee Plan	<input type="checkbox"/> Other	
Fixed Management Fees % of daily average portfolio charged quarterly on Arrears basis.		Signature No. 14
Variable Management Fees	Profit upto % on portfolio NIL For returns excess of % share% of the returns (i.e.% by Client &% by PMS) High watermark value to be considered as per SEBI guidelines and shall be charged at the Client anniversary year end day basis and in case of termination, proportionately on the date of termination.		Signature No. 14
Custody Charges	0.10% of daily average portfolio charged quarterly on Arrears basis.		
Exit Load	On partial exit of funds or full closure Exit Load charges will be applicable on redemption of amount as per following slabs. • Between and months % of amount redeemed • Greater than months and upto months % of amount redeemed • Greater than months and upto months % of amount redeemed • Greater than months 0% (Nil)		Signature No. 14
Other Charges	Exchange transaction charges, SEBI turnover charges, Stamp Duty, Securities Transaction Tax, GST and any such others regulatory charges shall be applied at actual.		
Brokerage Charges	Brokerage / Commission and GST charges there on shall be applied at actual.		
Audit Fees	₹ 1000/- per account to be charged for audited financial period		
Fund Accounting Charges	NIL		
Account opening and Maintenance Charge	NIL		
Professional Charges for NRI clients	NIL for PMS however, NRI bank charges shall be applied at actual.		

Authorised Signatory

Signature No. 15

Signature No. 15

Signature No. 15

Distributor Sharing Details

Name of Distributor	
Sharing % out of Fees Earned by PMS	

Notes:

- Fixed management fees to be charged on daily average balance calculated from the date on which the initial corpus and additional corpus is received, payable quarterly on the last day of the each quarter.
- For each subsequent year the Portfolio Management fees will be of daily average balance of Net Asset Value of the renewed corpus calculated at each quarter end.
- The client will be charged fixed management fees on pro-rata basis at the time of closure for the number of active days of the quarter.
- In the event of additional corpus/corpus withdrawal/termination of agreement, return on the Corpus will be calculated on a pro rata basis inclusive of all charges (as per TWRR method).
- Performance fees are charged on "High Water Mark Principle" (Please refer enclosed Annexure - 1, Illustration and Charges)
- All statutory duties and levies including Goods and Service Tax at applicable rates shall be levied on expenses / charges.
- The Client account will be debited within a period of 20 days from the end of previous quarter.
- The Client shall be liable to pay costs of transaction including exchange/SEBI transaction charges, stamp duty, commission/brokerage charges, Securities Transaction Tax, custody fee, demat charges, statutory levies such as GST/Service Tax, and/or any other fees paid in respect of the investments and/or disbursements made under this Agreement which shall be directly debited to the Client's account as and when the same becomes due for payment.
- The Portfolio Manager shall be entitled to recover management fees, performance fees, exit fees and incidental expenses in the form of stamp duty, registration charges, brokerage, commission, compensation, professional fees, legal fee, audit fees, consultancy charge, service charge etc; and any such other expenses, duties, charges incurred on behalf of the client. Such incidental expenses shall be charged and debited to the client's account from time to time at the sole discretion of the Portfolio Manager.
- Operating expenses excluding brokerage, over and above the fees charged for Portfolio Management Service, shall not exceed 0.50% per annum of the client's average daily Assets under Management (AUM).

Thanking you,

Yours faithfully,

Please write in your own handwriting "I/We have understood and agree the fees/charge structure" at following space and sign.

Please write here:

Authorised Signatory	Signature No. 16	Signature No. 16	Signature No. 16
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Non-Individual - To be signed by the Authorised Signatory (ies) as per board resolution along with rubber stamp.

Addendum To The PMS Agreement For Disclosure of Fees and Charges

Annexure - 1 Illustration on Fees and Charges

Assumptions		
Capital Contribution (₹)	a	1,00,00,000
Management Fee (% age per annum)	b	2.50%
Other Expenses	c	0.50%
Brokerage and Transaction cost	d	0.20%

Fixed Fee Illustration			Scenario 1 Gain of 20%	Scenario 2 Loss of -20%	Scenario 3 No Change 0%
Capital Contributed / Assets under Management	i	$i = a$	1,00,00,000	1,00,00,000	1,00,00,000
Gain / (Loss) on Investment based on the Scenario	ii	$ii = i * \text{Scenario}$	20,00,000	-20,00,000	-
Gross Value of the Portfolio at the end of the year	iii	$iii = I + ii$	1,20,00,000	80,00,000	1,00,00,000
Average assets under management	iv	$iv = (i + iii) / 2$	1,10,00,000.00	90,00,000.00	1,00,00,000.00
Other Expense	v	$v = iv \times c$	-55,000	-45,000	-50,000
Brokerage and Transaction cost	vi	$vi = (iv \times d)$	-22,000	-18,000	-20,000
Management Fees	vii	$vii = (iv + v + vi) \times b$	-2,73,075	-2,23,425	-2,48,250
Total charges during the year	viii	$viii = v + vi + vii$	-3,50,075	-2,86,425	-3,18,250
Net value of the Portfolio at the end of the year	ix	$ix = iii + viii$	1,16,49,925	77,13,575	96,81,750
% Portfolio Return	x	$x = ((ix - i) / i) \%$	16.50%	-22.86%	-3.18%

Notes

- In the illustration, Management fee is assumed to be charged annually. However, the Portfolio Manager can charge fee at any frequency i.e. Daily, Monthly, Quarterly,
- Semi-annually, Annually or at any other frequency as defined in the PMS agreement and as permitted under SEBI regulations.
- Portfolio Manager can charge Management Fee on Average portfolio value for the management fee period or the closing portfolio value or in any other manner as defined in the PMS agreement.
- Returns are assumed to be generated linearly through the year.
- Other Expenses includes Account Opening charges, stamp duty /Audit Fee/ Bank charges / Fund Accounting charges / Custody Fee / demat charges or other miscellaneous expense.
- Brokerage and transaction cost for the illustration purpose is charged on the Average AUM. However, Brokerage and Transaction cost are charged on basis the actuals trades.
- All Fees and charges are subject to GST.
- This is only a generic illustration, each portfolio manager can modify the illustration as per the terms and condition of their PMS agreement.
- Portfolio Managers are advised to also refer to the illustrations provided in Annexure 4A of Master Circular for Portfolio Managers dated June 07, 2024.

**Authorised
Signatory**

Signature No. 17

Signature No. 17

Signature No. 17

Assumptions		
Capital Contribution (₹)	a	1,00,00,000
Management Fee (% age per annum)	b	1.50%
Other Expenses (% age per annum)	c	0.50%
Performance (% age per annum)	d	15.00%
Hurdle Rate of Return (% age per annum)	e	10.00%
Brokerage and Transaction Cost	f	0.20%

Hybrid Fee Illustration			Scenario 1 Gain of 20%	Scenario 2 Loss of -20%	Scenario 3 No Change 0%
Capital Contributed / Assets under Management	i	$i = a$	1,00,00,000	1,00,00,000	1,00,00,000
Gain / (Loss) on Investment based on the Scenario	ii	$ii = i * \text{Scenario}$	20,00,000	-20,00,000	-
Gross Value of the Portfolio at the end of the year	iii	$iii = i + ii$	1,20,00,000	80,00,000	1,00,00,000
Average assets under management	iv	$iv = (i + iii) / 2$	1,10,00,000.00	90,00,000.00	1,00,00,000.00
Other Expense	v	$v = iv \times c$	-55,000	-45,000	-50,000
Brokerage and Transaction cost	vi	$vi = iv \times f$	-22,000	-18,000	-20,000
Management Fees	vii	$vii = (iv + v + vi) \times b$	-1,63,845	-1,34,055	-1,48,950
Total charges before Performance fee	viii	$viii = v + vi + vii$	-2,40,845	-1,97,055	-2,18,950
Gross Value of the Portfolio before Performance fee	ix	$ix = iii + viii$	1,17,59,155	78,02,945	97,81,050
High Water Mark Value (HWM) (Capital contributed for 1st year and second year onwards as defined in the PMS agreement).	x		1,00,00,000	1,00,00,000	1,00,00,000
Hurdle Rate of return or as defined in the PMS agreement	xi	$xi = i \times e$	1,17,59,155	78,02,945	97,81,050
Gross Value of the Portfolio before Performance fee is greater than High Water Mark Value + Hurdle rate of return	xii	$xii = ix > (x + xi)$ then Yes else No P Fees	Yes	No Pfee	No Pfee
If Yes, proceed to performance fee calculation else 0 (Zero) performance fee for the period					
Portfolio return subject of Performance Fee	xiii	$xiii = ix - x - xi$	7,59,155	0	0
Performance fee	xiv	$xiv = xiii \times d$	-1,13,873	0	0
Net value of the Portfolio at the end of the year after all fees and expenses	xv	$xv = ix + xiv$	1,16,45,282	78,02,945	97,81,050
% Portfolio Return	xvi	$xvi = ((xv - i) / i) \%$	16.45%	-21.97%	-2.19%
High Water Mark to be carried forward for next year. When performance fee is charged from the portfolio itself.	xvii	$xvii = \text{Max}(x, xv)$	1,16,45,282	1,00,00,000	1,00,00,000
High Water Mark to be carried forward for next year. When performance fee is paid separately by the investor to the PM.	xvii	$xvii = \text{Max}(ix, x)$	1,17,59,155	1,00,00,000	1,00,00,000

Notes

- In the illustration, Management fee is assumed to be charged annually. However, the Portfolio Manager can charge fee at any frequency i.e. Daily, Monthly, Quarterly, Semi-annually, Annually or at any other frequency as defined in the PMS agreement and as permitted under SEBI regulations.
- Portfolio Manager can charge Management Fee on Average portfolio value for the management fee period or the closing portfolio value or in any other manner as defined in the PMS agreement.
- Returns are assumed to be generated linearly through the year.
- Other Expenses includes Account Opening charges, stamp duty / Audit Fee / Bank charges / Fund Accounting charges / Custody Fee / demat charges or other miscellaneous expense.
- Brokerage and transaction cost for the illustration purpose is charged on the Average AUM. However, Brokerage and Transaction cost are charged on basis the actuals trades.
- All Fees and charges are subject to GST.
- For this illustration, High Water Mark for the 1st Year is the Capital invested and from second year onwards if performance fee is charged, it's the year end closing value after all charges and fees, else it remains the same. However, in actual, High Water Mark is defined in the PMS agreement and may differ from this illustration.
- For this illustration, Hurdle rate is calculated on Higher of (HWM or previous year closing capital). However, in actual Hurdle Rate of return is defined in the PMS agreement and may differ from this illustration.
- Hurdle rate is prorated in case the performance fee period is less than 1 year OR if there are inflow/outflows from the portfolio.
- The above illustration shows the High Water Mark to be carried forward in different scenario for equal and fair treatment to the investor.
- This is only a generic illustration, each portfolio manager can modify the illustration as per the terms and condition of their PMS agreement.
- Portfolio Managers are advised to also refer to the illustrations provided in Annexure 4A of Master Circular for Portfolio Managers dated June 07, 2024.

**Authorised
Signatory**

Signature No. 18

Signature No. 18

Signature No. 18

Assumptions		
Capital Contribution (₹)	a	1,00,00,000
Management Fee (% age per annum)	b	0.00%
Other Expenses (% age per annum)	c	0.50%
Performance (% age per annum)	d	15.00%
Hurdle Rate of Return (% age per annum)	e	10.00%
Brokerage and Transaction Cost	f	0.20%

Hybrid Fee Illustration			Scenario 1 Gain of 20%	Scenario 2 Loss of -20%	Scenario 3 No Change 0%
Capital Contributed / Assets under Management	i	$i = a$	1,00,00,000	1,00,00,000	1,00,00,000
Gain / (Loss) on Investment based on the Scenario	ii	$ii = i * \text{Scenario}$	20,00,000	-20,00,000	-
Gross Value of the Portfolio at the end of the year	iii	$iii = i + ii$	1,20,00,000	80,00,000	1,00,00,000
Average assets under management	iv	$iv = (i + iii) / 2$	1,10,00,000.00	90,00,000.00	1,00,00,000.00
Other Expense	v	$v = iv \times c$	-55,000	-45,000	-50,000
Brokerage and Transaction cost	vi	$vi = iv \times f$	-22,000	-18,000	-20,000
Management Fees	vii	$vii = (iv + v + vi) \times b$	0	0	0
Total charges before Performance fee	viii	$viii = v + vi + vii$	-77,000	-63,000	-70,000
Gross Value of the Portfolio before Performance fee	ix	$ix = iii + viii$	1,19,23,000	79,37,000	99,30,000
High Water Mark Value (HWM) (Capital contributed for 1st year and second year onwards as defined in the PMS agreement.	x		1,00,00,000	1,00,00,000	1,00,00,000
Hurdle Rate of return or as defined in the PMS agreement	xi	$xi = i \times e$	10,00,000	10,00,000	10,00,000
Gross Value of the Portfolio before Performance fee is greater than High Water Mark Value + Hurdle rate of return	xii	$xii = ix > (x + xi)$ then Yes else No P Fees	Yes	No Pfee	No Pfee
If Yes, proceed to performance fee calculation else 0 (Zero) performance fee for the period)					
Portfolio return subject of Performance Fee	xiii	$xiii = ix - x - xi$	9,23,000	0	0
Performance fee	xiv	$xiv = xiii \times d$	-1,38,450	0	0
Net value of the Portfolio at the end of the year after all fees and expenses	xv	$xv = ix + xiv$	1,17,84,550	79,37,000	99,30,000
% Portfolio Return	xvi	$xvi = ((xv - i) / i) \%$	17.85%	-20.63%	-0.70%
High Water Mark to be carried forward for next year. When performance fee is charged from the portfolio itself.	xvii	$xvii = \text{Max}(x, xv)$	1,17,84,550	1,00,00,000	1,00,00,000
High Water Mark to be carried forward for next year. When performance fee is paid separately by the investor to the PM.	xvii	$xvii = \text{Max}(ix, x)$	1,19,23,000	1,00,00,000	1,00,00,000

Notes

- In the illustration, Management fee is assumed to be charged annually. However, the Portfolio Manager may charge fee at any other frequency (i.e. Quarterly, Semi- annually, Annually) as defined in the PMS agreement and as permitted under SEBI regulations.
- Portfolio Manager can charge Management Fee on Average portfolio value for the management fee period or the closing portfolio value or in any other manner as defined in the PMS agreement and permitted under SEBI regulations.
- Returns are assumed to be generated linearly through the year.
- Other Expenses includes Account Opening charges, stamp duty / Audit Fee/ Bank charges / Fund Accounting charges / Custody Fee / demat charges or other miscellaneous expense.
- Brokerage and transaction cost for the illustration purpose is charged on the Average AUM. However, Brokerage and Transaction cost are charged on basis the actuals trades.
- All Fees and charges are subject to GST.
- For this illustration, High Water Mark for the 1st Year is the Capital invested and from second year onwards if performance fee is charged, it's the year end closing value after all charges and fees, else it remains the same. However, in actual, High Water Mark is defined in the PMS agreement and may differ from this illustration.
- For this illustration, Hurdle rate is calculated on Higher of (HWM or previous year closing NAV). However, in actual Hurdle Rate of return is defined in the PMS agreement and may differ from this illustration.
- Hurdle rate is prorated in case the performance fee period is less than 1 year OR if there are inflow/outflows from the portfolio.
- The above illustration shows the High Water Mark to be carried forward in different scenario for equal and fair treatment to the investor.
- This is only a generic illustration, each portfolio manager can modify the illustration as per the terms and condition of their PMS agreement.
- Portfolio Managers are advised to also refer to the illustrations provided in Annexure 4A of Master Circular for Portfolio Managers dated June 07, 2024.

**Authorised
Signatory**

Signature No. 19

Signature No. 19

Signature No. 19

Declaration from NRIs / PIOs / OCIs based in USA / Canada

1. I/We am/are Non Resident Indian(s) ("NRI")/Person(s) of Indian Origin ("PIO") as per the extant laws of the Republic of India and am/are resident(s) of the United States of America/Canada.
2. I/We confirm that the Documentation(s) for Portfolio Management Service (PMS) offered by Prabhudas Lilladher Pvt Ltd ("PLPL") was submitted by me/us, when I/We was/were physically present in India.
3. I/We hereby declare that PLPL have not solicited for investment(s) in scheme(s) / strategy(s) of PLPL in any jurisdiction outside India.
4. I/We hereby declare that PLPL have not marketed / advertised any PMS scheme(s) / strategy(s) of PLPL by any means whatsoever in any jurisdiction outside India.
5. I/We am/are aware that PLPL have neither filed any of their product / scheme / strategy related documents including Disclosure Document nor Client PMS Agreement with any regulator in any jurisdiction/region except India.
6. I/We hereby confirm that my/our application for subscription of PMS of PLPL is in compliance with applicable laws and I am/we are not prohibited from accessing capital markets under any law / order / ruling / judgment etc. in any jurisdiction/by any regulator or authority.
7. I/We hereby authorize PLPL, its employees, its agents, its Registrar to disclose, share, remit in any form/manner/mode information with respect to investments made by me/us and/or any part of it including the changes/updates that may be provided by me/us to its agents, third party service providers, SEBI registered intermediaries for the purposes of any Indian or foreign statutory, regulatory, judicial, quasi-judicial authorities/agencies requirements without any intimation/advice to me/us
8. I/We hereby agree to provide any additional information/ documentation to PLPL, its agents, employees, registrar etc. that may be required in connection with the investments made by me/us.
9. I/We agree that PLPL and/or their directors, officers and employees shall not be liable for any direct, indirect, special, incidental or consequential cost, loss, expenses, damages and claims arising out of, including but not limited to my/our investments or on account of any untrue/ misleading/ incomplete statement/ information provided by me or rejection of my/ our transactions/ reversal of securities allotted, in the scheme/strategy.
10. I/We hereby declare that I/we am/are fully aware of the implications (legal, compliance, regulatory and tax related) of making such investment and I/we am/are taking this investment decision based on the advice of tax consultant(s) and legal counsel .

	First/Sole Holder	Second Holder	Third Holder
Name			
Signatures			
Date	<input style="width: 20px; height: 20px; border: 1px solid black;" type="text"/> <input style="width: 20px; height: 20px; border: 1px solid black;" type="text"/> <input style="width: 20px; height: 20px; border: 1px solid black;" type="text"/> <input style="width: 20px; height: 20px; border: 1px solid black;" type="text"/>		
Place			

Annexure A - Consent of Client for Investment in Associate / Related Party

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

Security	Limit for investment in single associate/ related party (As percentage of client's AUM)	Limit for investment across multiple associates/ related parties (As percentage of client's AUM)
Equity	15%	25%
Debt and Hybrid Securities	15%	25%
Equity + Debt + Hybrid Securities	30%	

3. The client may choose not to invest in the securities of associates/related parties of the Portfolio Manager. Further, the client may choose a limit lower than the limits prescribed at para 2 above.

4. The risks and conflict of interest associated with investment by the Portfolio Manager in the securities of its associates/related parties are as under:

Risks:

Conflict of Interest:

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

Security	Limit for investment in single associate/ related party (As percentage of client's AUM)	Limit for investment across multiple associates/ related parties (As percentage of client's AUM)
Equity		
Debt and Hybrid Securities		
Equity + Debt + Hybrid Securities		

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

7. Please indicate consent or dissent as under:

Limits on investment

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

Waiver from rebalancing of portfolio on passive breach of investment limits

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

**Authorised
Signatory**

Signature No. 20

Signature No. 20

Signature No. 20



Account Opening Form Check List - PLPL

Client Name

Product Name

RM Name

Distributor Name

Activation Date

Sr No.	Particular	Maker (✓)	Checker (✓)
1	Check KYC Form is completely filled		
2	Check Franking Date in Agreement valid within 6 month		
3	Check Agreement Date valid within 6 months of Franking date		
4	Check activation date should be after agreement & Franking date but within 6 month of Franking date in agreement		
5	Check Franking Date in POA valid within 6 month		
6	Check POA Date valid within 6 months of Franking date		
7	Check Witness signature & name written in agreement		
8	Authority to use Derivatives to hedge PMS Portfolio		
9	Prevention of Money Laundering Act, 2002		
10	Schedule I - Corpus Details Completely Filled		
11	Schedule II - Investment Restriction Preferences		
12	Schedule III - Companies price sensitive information		
13	Schedule IV - Client has to write in his own handwriting that he has understood the fees & charges structure		
14	Fees option properly tick and mapped in Miles System		
15	Fees Illustration - written by client own handwriting		
16	Check client Signature on all pages wherever needed		
17	Check activation date should be after POA & Franking date but within 6 month of Franking date in POA		
18	Check witness signature & name written in POA		

Maker Name **Maker Signature**

Checker Name **Checker Signature**



PL Capital
PRABHUDAS LILLADHER

**ASSET
MANAGEMENT**

Registered Office: 3rd Floor, Sadhana House, 570, P. B. Marg, Worli, Mumbai - 400018

Client Activation Team Tel : +91 22 6632 2353 | PMS Operations Team Tel : +91 22 6632 2358

Member - Portfolio Management Services - SEBI Registration Number INP000008279 dated 7th September 2023

BSE – Cash Segment: SEBI Regn. No. INB 010502855 | Equity Derivatives Segment: SEBI Regn.No. INF010502855

Currency Derivatives Segment : SEBI Regn. No. INE010597738

NSE - Cash Segment: SEBI Regn. No. INB 230597738 | Equity Derivatives Segment: SEBI Regn. No. INF230597738

Currency Derivatives Segment : SEBI Regn. No. INE230597738

CDSL DP SEBI Regn. No. - IN-DP-CDSL-14-99 Dtd.May 14, 1999; DP ID - 12011300

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