

**ACKNOWLEDGEMENT  
(TO BE GIVEN BY THE CLIENT)**

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

To,  
**Kedia Shares & Stocks Brokers Limited**  
417/418 Commerce House,  
140 Nagindas Master Road, Fort  
Mumbai - 400001


Dear Sir,

**Sub: Disclosure Document for the Portfolio Management Services of Kedia Shares & Stocks Brokers Limited**

With reference to the above I/we confirm the receipt of the Disclosure Document dated ..... for the Portfolio Management Services of Kedia Shares & Stocks Brokers Limited.

Thanking you,

Yours Truly,

Signature of Client: 

Name & Address of Client:

.....  
.....  
.....  
.....

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**ACCOUNT OPENING FORM (INDIVIDUAL)**

**Kedia Shares & Stocks Brokers Limited**

417 / 418 Commerce House,  
140 Nagindas Master Road,  
Fort, Mumbai - 400001  
E-mail: admin@kssbmail.com  
**SEBI Registration No. INP000006590**

PHOTOGRAPH  
OF  
FIRST APPLICANT  
  
(Please sign across  
the photograph)



**SECOND APPLICANT**

Title  Mr.  Mrs.  Ms.  Other

NAME: | F | I | R | S | T | N | A | M | E | | | | M | I | D | D | L | E | N | A | M | E | | | | | L | A | S | T | N | A | M | E | |

SEX  MALE  FEMALE DATE OF BIRTH: | | | | | | | | | | PAN: | | | | | | | | | |

FATHER'S / SPOUSE'S NAME: | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |

RESIDENTIAL STATUS: RESI. INDIAN/PIO/OTHER: \_\_\_\_\_ NATIONALITY: | | | | | | | | | |

MARITAL STATUS  SINGLE  MARRIED Aadhaar Number, if any: \_\_\_\_\_

**PERMANENT ADDRESS (SECOND APPLICANT)**

Title  Mr.  Mrs.  Ms.  Other

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CITY: | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | STATE: | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | COUNTRY: | | | | | | | | | |

TEL: | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | MOBILE: | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | FAX: | | | | | | | | | |

**CORRESPONDENCE ADDRESS (SECOND APPLICANT)**

Title  Mr.  Mrs.  Ms.  Other

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CITY: | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | STATE: | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | COUNTRY: | | | | | | | | | |

TEL: | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | MOBILE: | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | FAX: | | | | | | | | | |

EMAIL ID: | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |

Specify Proof of Address Submitted: \_\_\_\_\_

DECLARATION		SIGNATURE OF APPLICANT	
I hereby declare that the details furnished above are true and correct to the best of my/our knowledge and belief and I undertake to inform you of any changes therein, immediately. In case any of the above information is found to be false or untrue or misleading or misrepresenting, I am/we are aware that I/we may be held liable for it. Place _____ Date: _____		  Second Holder's Signature	
FOR OFFICE USE ONLY		IPV Done <input type="checkbox"/> on   d   d   /   m   m   /   y   y   y   y	
AMC/Intermediary name OR POS Code: <b>Kedia Shares &amp; Stocks Brokers Limited</b> <input type="checkbox"/> (Originals Verified) Self Certified Document copies received <input type="checkbox"/> (Attested) True copies of documents received Main Intermediary		Staff Name Date	<b>Kedia Shares &amp; Stocks Brokers Limited</b>  Staff Name Designation Date



OCCUPATION (FIRST/SOLE APPLICANT):  HOUSE WIFE  FOREX DEALER  BUSINESS  SERVICE (PVT.)  
 SERVICE (GOVT.)  PROFESSIONAL  SELF EMPLOYED  RETIRED  HOUSEWIFE  
 OTHERS (SPECIFY) \_\_\_\_\_

Please tick (✓), if applicable  Politically Exposed Person  Related to Politically Exposed Person

IF EMPLOYED

NAME OF EMPLOYER \_\_\_\_\_

OFFICE ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ PIN: \_\_\_\_\_

TEL: \_\_\_\_\_ MOBILE: \_\_\_\_\_ EMAIL ID: \_\_\_\_\_

IF SELF EMPLOYED/BUSINESS/PROFESSIONAL OTHERS

NAME OF THE ESTABLISHMENT \_\_\_\_\_

NATURE OF BUSINESS \_\_\_\_\_

OFFICE ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ PIN: \_\_\_\_\_

TEL: \_\_\_\_\_ MOBILE: \_\_\_\_\_ EMAIL ID: \_\_\_\_\_

Income (First/Sole Applicant)  Less than 25 Lacs  1-5 Crore  25 Lacs to 1 Crore  More than 5 Cr. or Networth

Are you a Tax Assessee?  Yes  No

INVESTMENT PROFILE (FIRST/SOLE APPLICANT)

INVESTMENT EXPERIENCE  NO PRIOR EXPERIENCE  EXPERIENCE IN CAPITAL MARKET \_\_\_\_\_ YEARS  
 EXPERIENCE IN OTHER INVESTMENT RELATED FIELDS \_\_\_\_\_ YEARS

OVERALL INVESTMENT GOALS  CAPITAL APPRECIATION  CAPITAL APPRECIATION & REGULAR INCOME  REGULAR INCOME

RISK TOLERANCE  LOW  MEDIUM

PROPOSED TIME PERIOD OF INVESTMENT WITH PORTFOLIO MANAGER  1 YEAR  1 YEAR & MORE

DETAILED INVESTMENT OBJECTIVE  EQUITY  DEBT  MUTUAL FUNDS  OTHERS \_\_\_\_\_  
 BALANCED \_\_\_\_\_ (PROPOSED RATIO)

OCCUPATION (SECOND APPLICANT):  HOUSE WIFE  FOREX DEALER  BUSINESS  SERVICE (PVT.)  
 SERVICE (GOVT.)  PROFESSIONAL  SELF EMPLOYED  RETIRED  HOUSEWIFE  
 OTHERS (SPECIFY) \_\_\_\_\_

Please tick (✓), if applicable  Politically Exposed Person  Related to Politically Exposed Person

Income (Second Applicant)  Less than 25 Lacs  1-5 Crore  25 Lacs to 1 Crore  More than 5 Cr. or Networth

Are you a Tax Assessee?  Yes  No

OCCUPATION (THIRD APPLICANT):  HOUSE WIFE  FOREX DEALER  BUSINESS  SERVICE (PVT.)  
 SERVICE (GOVT.)  PROFESSIONAL  SELF EMPLOYED  RETIRED  HOUSEWIFE  
 OTHERS (SPECIFY) \_\_\_\_\_

Please tick (✓), if applicable:  Politically Exposed Person  Related to Politically Exposed Person

Income (Third Applicant)  Less than 25 Lacs  1-5 Crore  25 Lacs to 1 Crore  More than 5 Cr. or Networth  
Are you a Tax Assessee?  Yes  No

**BANK ACCOUNT DETIALS OF THE FIRST APPLICANT**

BANK NAME: \_\_\_\_\_

ACCOUNT NO: \_\_\_\_\_ BRANCH \_\_\_\_\_

ADDRESS: \_\_\_\_\_

\_\_\_\_\_ PIN \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ COUNTRY: \_\_\_\_\_

MICR CODE: \_\_\_\_\_ NEFT IFSC CODE: \_\_\_\_\_

ACCOUNT TYPE:  SAVINGS  CURRENT  CASH CREDIT  OD  NRE  NRO

(Copy of cancelled cheque leaf/pass book/bank statement containing name of client should be submitted)

**DEPOSITORY ACCOUNT DETIALS OF THE FIRST APPLICANT (in case of investment through securities)**

DP NAME	
DP ADDRESS	
DP ID	
CLIENT ID	

Please give details of any action taken by SEBI/ Stock Exchange, other authority for violation of Securities Laws/ other economic offences \_\_\_\_\_

I/We hereby submit that I/We will immediately inform Kedia Shares & Stocks Brokers Limited in case I/We am/ are convicted under any law or any action is taken against me/us by any authority.

**DECLARATION**

I/We have received the Disclosure Document provided by the Portfolio Manager at least two days prior to entering into Discretionary Portfolio Investment Management Agreement and read and understood the same.

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

I/We undertake to provide all the disclosures as required under SEBI (Insider Trading) Regulations, Prevention of Money Laundering Act, 2002 as amended from time to time or any other Act/Regulations.

I/We hereby declare that the amount given/to be given by me/us to the Portfolio Manager or my/our behalf is derived through legitimate sources and is not held or designed for the purpose of contravention of any Act, Rules, Regulations or any Status or Legislation including Prevention of Money Laundering Act, 2002 or any other applicable laws or any notifications, directions issued by any governmental or statutory authority from time to time.

Applicable to NRIs only (Please strike off if not applicable to you)

I/We confirm that I am/are Non-Resident of Indian Nationality/Origin and I/We be hereby confirm that the funds for investment have been remitted from abroad through normal banking channels or from funds in my/our Non-Resident External/Ordinary Account/FCNR Account.

Name \_\_\_\_\_

Signature  \_\_\_\_\_  \_\_\_\_\_  \_\_\_\_\_

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

**NOMINATION**

I/We hereby nominate following person as nominee. In the event of death of the sole/all holder, the nominee will be entitled to receive the Assets

NAME OF NOMINEE:

RELATIONSHIP WITH THE SOLE/FIRST HOLDER:  DATE OF BIRTH:

NAME OF GUARDIAN:

In case Nominee is a Minor

ADDRESS:  PIN

CITY:  STATE:  COUNTRY:

Signature of the Guardian  
Incase Nominee is a Minor

Signature of Applicants




**REFERENCES**

NAME OF INTRODUCER:

ADDRESS:

PIN

OCCUPATION:  TEL.

Signature

Name of the Employee who Interviewed the Client: \_\_\_\_\_

Designation of the Employee who Interviewed the Client: \_\_\_\_\_

Signature of the Employee











## DECLARATION/UNDERTAKING BY CLIENT

I/We confirm and understand that my Application, Discretionary Portfolio Management Services Agreement and other documents attached are subject to verification and scrutiny for compliance with the "KYC requirements" prescribed from time to time, by Kedia Shares & Stocks Brokers Limited under the Prevention of Money Laundering Act, 2002 and other applicable Acts and Regulations and I/we understand that my/our application can be rejected for any/all reasons including but not limited to discrepancy, non-compliance, non-completion with the documentation requirements without any reason being assigned therefore by Kedia Shares & Stocks Brokers Limited.

I/We confirm agree and understand that the process of verification by Kedia Shares & Stocks Brokers Limited may normally take upto two weeks from the date of receipt of documents by Kedia Shares & Stocks Brokers Limited and I/We will not hold either the Distributor /Referral Agent or Kedia Shares & Stocks Brokers Limited liable for any market movement or notional loss, interest loss or any other pecuniary loss or any pecuniary claim for the period beginning from the date of submission of my Application and Documents and upto the date of receipt of refund, if any and its realization by me.

I/We confirm and understand that any cheque/pay-order and/or securities given by me/us may be encashed/liquidated by Kedia Shares & Stocks Brokers Limited and in so doing I/we understand that the proceeds may be ultimately invested only upon satisfactory documents being provided by me/us initially and in case of any deficiency, defect in documents, incomplete documentation or for any other cause, I/We agree to receive back my/our original consideration without raising any claims for any interest, market movements and /or raise any claims for any other reason connected with making my/our Application and agree and understand that I/we am/are making the Application at my/our own risk. I/We understand that I/We may receive back my/our original consideration upto a period of three weeks from the date of submission of my our Application and Documents with Kedia Shares & Stocks Brokers Limited and if there are delays caused by any entity in submitting documents or loss in transit of documents submitted to Kedia Shares & Stocks Brokers Limited., I/We agree to hold Kedia Shares & Stocks Brokers Limited harmless and not liable for any such losses and agree that I/We will raise no claims against Kedia Shares & Stocks Brokers Limited for any rejection due to such causes.

I/We agree to hold the Distributor/Referral Agent and Kedia Shares & Stocks Brokers Limited harmless against any claim by me/us, my/our heirs, successors or assigns in connection with my/our Application and its rejection and I/we understand that Kedia Shares & Stocks Brokers Limited may assign no reason for the rejection and has no obligation to request for any correction, completion of either incorrect or incomplete documentation by me/us.

I/We also agree to co-operate with Kedia Shares & Stocks Brokers Limited for the purposes of any regulatory requirements and for any additional information requirements which may be required to be provided to any regulatory authority by Kedia Shares & Stocks Brokers Limited.

\*\*"KYC Requirements" mean the Know Your Client requirements which are required to be fulfilled by the Portfolio Manager and includes the obligation of the Client to provide completely and correctly all supporting documents as may be required or determined, from time to time by Portfolio Manager for compliance with the regulatory obligations of the Portfolio Manager.



Name & Sign of First Sole  
Holder/Authorized Signatory



Name & Sign of Second Sole  
Holder/Authorized Signatory



Name & Sign of Third  
Holder/Authorized Signatory

## Declaration of Interest in various Body Corporates

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




S. No.	Name of the body corporate	Nature of Interest

I/We undertake to intimate the Portfolio Manager in case of any modification to the above including change in name, if any, of the body corporate.

In case any of the above mentioned Body Corporate/s are not listed on the National Stock Exchange /Bombay Stock Exchange, I/we undertake to intimate the Portfolio Manager at least 15 days prior to its being listed.

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

I/We confirm and declare that the above declarations constitute compliance with the provisions of the SEBI (Prohibition of Insider Trading) Regulations 1992 and SEBI (Substantial Acquisition of Shares and Takeovers) Regulations, 1997.

 Name & Sign of First Sole Holder/Authorized Signatory	 Name & Sign of Second Sole Holder/Authorized Signatory	 Name & Sign of Third Holder/Authorized Signatory
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### Declaration under SEBI (Prohibition of Insider Trading) Regulations, 1992

I/We confirm and agree that we are aware that the Client Agreement entered into with Kedia Shares & Stocks Brokers Limited i.e. Portfolio Manager is a Discretionary Portfolio Management Services agreement where the management of the portfolio will be completely at the discretion of the Portfolio Manager.




I/We confirm and agree that I/we will not give any instructions to the Portfolio Manager or attempt to either directly or indirectly influence the decision of the Portfolio Manager to buy/sell any specific or generic securities during the currency of the Client Agreement.

I/We declare that I/We are aware of the provisions relating to the SEBI (Prohibition of Insider Trading) Regulations 1992 (Insider Trading Regulations) and I/We shall do nothing which is in contravention of the Insider Trading Regulations as regards our dealing with the Portfolio Manager during the currency of the Client Agreement.

I/We confirm that due care will be exercised by me/us to ensure that our dealings with Portfolio Manager do not result in any breach of the Insider Trading Regulations. Even if I/we hold receive any unpublished price sensitive information, I/We will ensure and take all necessary steps to ensure that no such information is passed on to the Portfolio Manager.

I/We declare that I/we shall ensure that I/We will exercise such appropriate due diligence as contemplated under Regulation 3B/(b) of the Insider Trading Regulations during the currency of this agreement and I/We will ensure that adequate safeguards will be taken and due diligence processes will be put in place by me/us to ensure that no unpublished price sensitive information is communicated or passed on to the Portfolio Manager by me/us either directly or indirectly.

I/We confirm and agree that it is a condition precedent to entering to the Client Agreement and a continuous obligation of my/our part to ensure that nothing is done by me/us which would violate the Insider Trading Regulations.

 Name & Sign of First Sole Holder/Authorized Signatory	 Name & Sign of Second Sole Holder/Authorized Signatory	 Name & Sign of Third Holder/Authorized Signatory
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## PORTFOLIO INVESTMENT MANAGEMENT AGREEMENT

This Agreement is entered into at Mumbai on this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

Between

a) Individuals \_\_\_\_\_

b) Firm \_\_\_\_\_

c) HUF \_\_\_\_\_

d) Trust \_\_\_\_\_

e) Company \_\_\_\_\_

Incorporated/registered with relevant authority and having its residence/ registered office at (hereinafter referred to as "the Investor", which expression shall, unless repugnant to the meaning or context thereof, be deemed to mean and include its legal heirs, successors and permitted assigns) of the One Part

AND

Kedia Shares & Stocks Brokers Ltd., a company incorporated under the Companies Act, 1956, and having its registered office at 417/418 Commerce House, 140 Nagindas master Road, Fort, MUMBAI -400 001. (Hereinafter referred to as "KSSBPMS", which expression shall, unless repugnant to the meaning or context thereof, be deemed to mean and include its successors and permitted assigns) of the Other Part.

### WHEREAS

- 1) KSSBPMS is a Portfolio Manager registered with the Securities and Exchange Board of India (SEBI) carrying on business of, inter alia, stock broking and portfolio management in the Capital Markets in India.
- 2) KSSBPMS is a member of the National Stock Exchange of India Registration No. INB231108839 and Stock Exchange, Mumbai under registration no. INB01098437.
- 3) KSSBPMS is a registered Portfolio Manager with the SEBI Registration No. INP000006590.
- 4) The Investor is desirous of appointing KSSBPMS as his agent for managing the investment of his Funds and avail of investment advisory and portfolio management services from KSSBPMS for Investments to be made in securities in the capital markets in India.

### NOW IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. APPOINTMENT (Please Select 1.1 or 1.2)

1.1 Non-Discretionary Portfolio Management (NDPM)

1.1A The Investor hereby appoints KSSBPMS as Portfolio Manager for seeking advisory/consultancy services under Non-discretionary Portfolio Management

1.2 Discretionary Portfolio Management (DPM)

1.2A The Investor hereby appoints and authorizes KSSBPMS as a Portfolio Manager with absolute and unfettered discretion under the terms of this Agreement, to act as his/its agent inter alia, for the purpose of managing the Funds by investing it in capital/money market instruments as KSSBPMS may deem fit from time to time including in those enumerated in Annexure 1A hereto and to hold all or any of such investments in the name of KSSBPMS on behalf of the Investor, including any undivided interest/share in one or more mutual funds units and/or capital/money market investments.

1.2B It is further agreed that KSSBPMS, at its sole discretion has the right to purchase, acquire, obtain, take, hold, sell, transfer, substitute or change all or any of the investments in any securities including shares, stock, bonds, debenture, mutual funds units made on behalf of the Investor in pursuance of this Agreement and the Investor further agrees that he/it shall be deemed to have approved/ratified any such actions and deeds mentioned above.

1.3 KSSBPMS shall be authorized to execute in the name and on behalf of the Investor, all necessary deeds, documents writings, forms, applications, as may be necessary to be filed with any company, organization, institution, government body or department in any manner relating to the management of the investment and to take all necessary actions to enable KSSBPMS to effectively exercise the authority conferred in hereto and for any incidental and consequential actions. The Investor shall from time to time execute such further authorization and writings as may be required by KSSBPMS for effectively exercising its functions under this Agreement. KSSBPMS shall not change any terms of the agreement without prior consent of the client.

1.4 KSSBPMS shall provide such services as may be agreed in writing, which may consist of portfolio management,

occasional advisory or such other services as may be specifically agreed in writing between the KSSBPMS and the Investor.

- 1.5 KSSBPMS shall not be obliged to effect any transaction, which is believed to be a breach of any statute, law or regulation.
- 1.6 KSSBPMS shall be under no obligation and shall accept no liability for any other person for whom the Investor may be acting and it is hereby further stated that the obligation of the Investor shall in no way be diminished by reason of the Investor acting for or on behalf of any other person.

## **2. PARTICIPATION**

- 2.1 The Investor shall ensure that he is entitled to and eligible to enter into this Agreement with KSSBPMS. The Investor having agreed to avail of the Service shall be deemed to have satisfied himself/herself/itself with regard to eligibility in this respect.
- 2.2 In the event of a change in the name, residential address, and/or structure or constitution of the Investor during the currency of this Agreement, it shall be the duty of the Investor to keep KSSBPMS duly informed of such a change in the name, address and/or structure or constitution.
- 2.3 KSSBPMS shall be authorized by the Investor to do anything which KSSBPMS considers necessary or appropriate in order to provide the services or to comply with any applicable laws or regulations as may reasonably be appropriate. The Investor agrees to ratify and confirm everything lawfully done in the exercise of such discretion by KSSBPMS.
- 2.4 The Investor represents and warrants that the Portfolio is free from all liens, charges or other encumbrances and that no liens, charges or other encumbrances shall arise from its acts of omission.

## **3. SCOPE OF SERVICES**

- 3.1 The services provided by KSSBPMS are subject to the activities permitted under SEBI (Portfolio Managers) Regulations, 1993 as a Portfolio Manager and would include advisory services, Investment Management, custody of securities, keeping track of corporate benefits associated with the securities, providing audited reports to clients on yearly basis. The Portfolio manager shall act in a fiduciary capacity and as a trustee and agent of the Investor's account.
- 3.2 Where the service involves the giving of any advice or the provision of any information, the KSSBPMS shall use reasonable endeavors in order to ensure that such advice or information is Accurate. KSSBPMS shall not be liable for any costs, claims, liabilities, expenses or losses which the Investor may suffer as a result of relying on any such advice or information.

## **4. INVESTMENT OBJECTIVE AND GUIDELINES**

The investment objective of KSSBPMS as portfolio manager is to maximize the annualized return on the funds placed with KSSBPMS through a judicious deployment in capital/money market instruments, mutual fund units or derivatives based on a professional, detailed assessment and evaluation of all relevant macro and micro factors pertaining to the economy and industry.

### **4.1 Types of securities in which investment would be made specifying restrictions,**

The investment shall be made in the following categories:

Asset Class

Equity Shares,

Derivatives

Mutual Funds: Equity

Mutual Funds: Debt

Debentures Government Securities

Any other Money Market Instruments

### **4.2 Particulars regarding amount, period of management, repayment or withdrawal.**

#### **4.2.1 Minimum Amount**

The Portfolio Manager shall not accept from the client, funds or securities worth less than twenty five lacs rupees where the client is a Resident Indian or Non Resident Indian.

- 4.2.2 The Investor shall initially make available to KSSBPMS funds for the purpose of investing in the form of: The amount of Rupees \_\_\_\_\_, is sent herewith by Cheque/Demand Draft no. dated drawn on \_\_\_\_\_ in favour of KSSBPMS AND/OR Securities as per list attached.

- 4.2.3 The investor can give the additional fund to KSSBPMS for investments/additional securities by giving a written



instruction and by way of addendum to be attached herewith.

4.2.4 Securities/ Mutual fund units which are detailed in Annexure 1A, out of which the securities detailed in Annexure 1B are being retained by KSSBPMS to be included in the portfolio being managed by KSSBPMS under this Agreement (referred to in this Agreement as the "Funds").

Provided that in case the Funds are being made available in the form of securities/ mutual fund units, the Funds to be managed in terms of this Agreement shall be the equivalent of their sale proceeds on sale in the open market, which shall be at the discretion of KSSBPMS.

Provided further that in case securities are being retained as provided in (ii) above, the value shall be taken as the quoted value on the Bombay/National Stock Exchange at close of trading day prior to date of this Agreement

Provided further that in case mutual fund units are being retained as provided in (ii) above, the value shall be taken as based on the Net Asset Value (NAV) declared by the concerned mutual fund as on the date of this Agreement.

4.2.5 The Funds accepted by KSSBPMS for management under this Agreement shall be credited to a bank account with a scheduled commercial bank/custodial. All receipts, payments, income, expense, sale proceeds, purchase cost of transactions of investments shall be debited or credited as the case may be to this account. Additional funds subsequently made available by the Investor will be credited to the same account.

### **4.3 Period of management**

This Agreement shall commence on the date of its execution and shall be effective perpetually till withdrawal of Portfolio from the date of its execution, unless it is specifically terminated by the parties hereto in accordance with Clause 5.15.

4.4 The Investor can withdraw cash or securities/mutual funds from the portfolio account under the conditions mentioned in clause 5.15. The portfolio manager shall not change any terms of the agreement without the consent of the Investor.

### **4.5 Repayment on withdrawal**

KSSBPMS shall repay the proceeds based on a written notice given by the client as soon as the securities are liquidated. Please also refer to Clauses 5.14 & 5.15 for repayment and withdrawals.

4.6 **Taxation aspects such as Tax Deducted at Source, income taxes and other direct taxes** Any income tax and other direct tax liability on the investments, the Funds, the yield (i.e., income/profits from the investments made by KSSBPMS on behalf of the fund of the Investor, net of the transaction cost incurred by KSSBPMS) and other returns will be solely borne by the Investor. In the event of there being any withholding tax or tax deductible at source relating to any income received by KSSBPMS on behalf of the Investor on the investments, the credit in respect thereof shall be passed onto the Investor if legally permissible and practicable to do. In the event of KSSBPMS paying any taxes on behalf of the Investor, KSSBPMS may debit the same to the Investor's account and the Investor agrees to reimburse the same to KSSBPMS forthwith.

4.7 **Investment of the funds:** Subject to any restrictions and/or prohibitions in the applicable guidelines/regulations of SEBI, the Funds shall be invested in any financial, money market or other instruments or investment including in, but not limited to shares, stocks, scripts, bonds, units, mutual funds, convertible debentures, non-convertible debentures, certificates of deposits, Government Securities, treasury bills and certificates of securitized debt. However no investment will be made in badla financing and lending to corporate or any other bodies and such instruments as may be expressly prohibited by SEBI/other regulatory bodies. KSSBPMS hereby agrees not to pledge or loan securities without the written permission of the Investor and the leveraging of portfolio shall not be permitted in respect of investment in derivatives. KSSBPMS may, subject to authorization by the client in writing, participate in securities lending.

The money or securities accepted by KSSBPMS shall not be invested or managed by KSSBPMS except in terms of the agreement between KSSBPMS and the Investor. KSSBPMS shall not while dealing with Investors' funds indulge in speculative transactions that are, 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. KSSBPMS shall not borrow funds or securities on behalf of the Investor. KSSBPMS shall not lend securities held on behalf of the Investors to a third person except as provided under SEBI regulations. The Portfolio managers' decision (taken in good faith) in deployment of the Clients' account is absolute and final and cannot be called in question or be open to review at any time during the currency of the agreement or any time thereafter except on the ground of malafide, fraud, conflict of interest or gross negligence.

## **5. FUNCTIONS, OBLIGATIONS, DUTIES AND RESPONSIBILITIES**

- 5.1 The Investor hereby authorizes KSSBPMS to do all such acts or things on behalf of the Investor as may be incidental or consequential to the discharge of its responsibilities under this Agreement.
- 5.2 KSSBPMS shall invest the funds in accordance with the SEBI (MANAGER) Regulations 1993 as amended from time to time (hereinafter referred to as the Regulations).
- 5.3 KSSBPMS may deal in securities on behalf of the investors through member brokers of the Stock Exchange, Mumbai (BSE), National Stock Exchange of India Ltd. (NSE) or through any other registered member broker.
- 5.4 KSSBPMS may manage the funds raised or collected or brought from outside India in accordance with the Securities and Exchange Board of India (Foreign Institutional Investors) Regulations, 1995.
- 5.5 KSSBPMS shall provide quarterly statement on investments made on behalf of the Investor and the returns realized thereon.
- 5.6 KSSBPMS shall maintain books and records relating to its transactions for the investor to ensure compliance with the Regulations and shall audit its accounts as required under the Regulations.
- 5.7 KSSBPMS may open and operate under the Power of attorney bank account(s) for and on behalf of the Investor to deposit and withdraw monies and fully operate the same for the purpose of this Agreement. Such bank account may be opened with HDFC Bank Limited or with any other bank as per the discretion of KSSBPMS.
- 5.8 KSSBPMS may open and operate under the Power of Attorney DEPOSITORY ACCOUNT FOR AND ON BEHALF OF THE Investor for depositing the securities and fully operate the same for the purposes of this Agreement. Such depository Agreement may be opened with Kedia Shares & Stocks Brokers Limited. Depository participant of Central Depository Services Ltd. (CDSL) or with any other depository participant at the discretion of KSSBPMS.
- 5.8B KSSBPMS may open and operate bank account with the Custodian under Power of Attorney and may open and operate safe custody/depository account to keep in safe custody, the securities acquired on behalf of the client.
- 5.9 KSSBPMS shall from time to time
  - i. Purchase or sell securities inter se among Investors.
  - ii. Deal with any broker and/or dealer in securities or depository participants, approved intermediaries and banks to the extent permitted by applicable law.
  - iii. Purchase or hold or sell at the prevailing market price for the investors account securities inter se among two investor's account even if it enjoys business relations with the investor.
  - iv. The investor hereby permits KSSBPMS to lend any of its securities under this Agreement through an approved Intermediary under the Securities Lending Scheme 1997 at the discretion of KSSBPMS.
- 5.10 The terms of this agreement are in compliance with the Act, SEBI (Portfolio Managers) Regulations, 1993, rules, regulations, guidelines under the SEBI Act and other Laws/rules/regulations/guidelines.
- 5.11 Information & Reporting to Clients

KSSBPMS shall provide the Investor with Quarterly statements on investments made by KSSBPMS on behalf of the Investor. The reports shall include composition, description and value of securities in the portfolio, cash balance, transactions details (of purchase and sale), interest, dividends, bonus received, etc. The books of accounts and relevant material documents maintained by KSSBPMS relating to the investors accounts may be inspected by the client during office hours on any working day after giving a due notice to KSSBPMS. The Transaction Report and the Summary Portfolio Report shall be made available on the web site of KSSBPMS with restricted access to each client.
- 5.12 Maintenance of Client wise transaction and related Books of Accounts KSSBPMS shall maintain accounts separately in the name of the client as are necessary to account for the assets and any additions, income, receipts and disbursements in connection therewith, as provided under SEBI. KSSBPMS shall maintain client wise transaction and related books of accounts such as bank books, ledger books, summary reports, transaction reports and financial statements viz. Profit and loss Account and Balance Sheet.
- 5.13 Provisions regarding audit of accounts as required under the SEBI (Portfolio Managers) Regulations, 1993

The accounts of the Portfolio Management Scheme will be audited by an independent Chartered Accountant atleast once in a year and a copy of the certificate issued by the Chartered Accountant shall be given to the Investor. The statements/documents/reports furnished by KSSBPMS to the Investor shall present a true and fair picture of the actual transactions. The Investor may appoint a Chartered Accountant to audit the

books and accounts of the portfolio manager relating to his transactions and the portfolio manager shall co-operate with such Chartered Accountant in the course of such an audit.

- 5.14 Settlement of accounts and procedure therefore including the provisions for payment on maturity or early termination of the contract.
- 5.14.1 All purchases and sale transactions between KSSBPMS's account and the Investor's account shall be at prevailing market price. Inter se allocation of aggregate purchase or sale shall be on pro-rata basis and at the weighted average price of the day's transactions.
- 5.14.2 KSSBPMS shall take due care in the scrutiny of the title validity or genuineness of the securities received or delivered.
- 5.14.3 KSSBPMS shall not be responsible for any loss or damage arising from any cause beyond its control including, without limitation, acts or failure to act by any other party including any stock exchange, clearance house, strikes, civil commotion, acts of God, floods, riots or war.
- 5.14.4 All collections of the securities and of any funds or other property paid or distributed in respect of the securities are made at the risk of the Investor.
- 5.14.5 KSSBPMS shall not be liable for any liabilities, damages, losses or claims or expenses resulting from or caused by carrying out any instruction from the Investor.
- 5.14.6 KSSBPMS may rely on the performance of its duties under these presents and without liability on its part on any instructions believed by KSSBPMS in good faith to be genuine and given by the Investor and/or any person authorized by the Investor.
- 5.14.7 It is expressly agreed that save and except the services expressly stipulated in these presents, no other services shall be rendered by KSSBPMS.
- 5.14.8 It is agreed that KSSBPMS's fees to be charged to the Investor pursuant to these presents shall under some circumstances be charged on return sharing basis.
- 5.14.9 KSSBPMS agrees and undertakes not to directly and/or indirectly benefit out of the Investors funds or securities save and except to the extent of KSSBPMS's interest disclosed to the Investor.
- 5.14.10 KSSBPMS shall be responsible for the safe keeping of the Investors Funds and securities and shall maintain adequate records identifying the securities/Funds as being held by KSSBPMS for the account of the Investor. To the extent of securities held by KSSBPMS, such securities shall be physically segregated from the assets of KSSBPMS, any person other than the Investor, or any other person, firm or corporation.
- 5.15 Repayment and Withdrawal / Early Termination
- 5.15.1 If the Investor wishes to withdraw from this Agreement, he shall inform KSSBPMS in writing at least thirty 30 days in advance. In the event of the Investor withdrawing, KSSBPMS shall either liquidate the portfolio and hand over the sale proceeds net of costs to the Investor or based on the written instructions of the Investor, liquidate part of the portfolio and hand over the balance in the form of investments or KSSBPMS may even transfer the whole of the portfolio in shares/Mutual Funds Units/Govt. Securities by transferring shares to the Investors demat account.
- 5.15.2 In the event of death, insolvency, dissolution or winding up of a Investor during the currency of the Agreement and on receipt of notice in writing of such an event, the KSSBPMS shall cease operations of the Investor's account and the agreement shall stand terminated with effect from the date of notification of such an event (hereinafter referred to as "Date of Termination")
- 5.15.3 The portfolio funds can be withdrawn or taken back by the Client as his sole risk before the maturity of the contact under the following circumstances:
- (i) Voluntary or compulsory termination of the services by KSSBPMS or the Investor.
  - (ii) Suspension or cancellation of the certificate of the registration of KSSBPMS by SEBI.
  - (iii) Bankruptcy or liquidation of KSSBPMS.
- 5.15.4 Notwithstanding what is stated herein, KSSBPMS reserves the absolute discretion independently to terminate this agreement at any time by giving notice of not less than thirty days, without assigning any reason and cause the Investor to transfer its Portfolio/Accounts to other intermediaries.
- 5.15.5 KSSBPMS by disbursement through payment or otherwise as provided in clause 5.15.1 hereinabove, subject to all the above recoveries, deductions and appropriations, is validly discharged of all its obligations owed to the Investor or his nominee, as the case may be in respect of this Agreement.
- 5.15.6 KSSBPMS may, at its sole discretion, choose to effect interim disbursements of amounts against the amount payable as per clause 5.15.1 hereinabove the Investors, on annual or such other frequencies, as KSSBPMS

deems fit, without setting any precedent whatsoever, on the part of KSSBPMS and without conferring any right on the Investor demand such other similar disbursements from KSSBPMS at any stage in respect of this Agreement.

#### **5.16 Custody**

Without prejudice to any other terms of this Agreement, all/any mutual fund units/financial money market instruments and other assets acquired by KSSBPMS on behalf of the Investor in pursuance of this Agreement shall be kept in the custody of KSSBPMS. KSSBPMS is hereby authorized to be paid/reimbursed custodian service fees and all costs, charges, expenses, taxes, stamp duties or any other levies and expenses incurred by and/or levied on it for acting in accordance with this Agreement. In the event that KSSBPMS deals with a depository in connection with the services being provided under this Agreement, the Investor shall bear all costs and expenses in connection with such dealings, including costs of dematerialization, rematerialisation and transaction costs, and shall suitably empower and authorize KSSBPMS to pay out such costs and expenses from the Investor's account with the relevant depository.

#### **6. FEES & CHARGES**

The Client agrees to pay the fees as mention in the attached Annexure I if this agreement.

#### **7. ATTENDANT RISKS AND OTHER RISK FACTORS**

- a) The Investor acknowledges that he has received and read the disclosure document provided by KSSBPMS as specified in schedule V of the Regulations along with a certificate in Form C as specified in Schedule I of the said Regulations.
- b) The Investor acknowledges that he has read the Risk Disclosure documents in respect of investing the funds in derivatives and is being informed, is aware and has understood the risks associated with investing the funds in the capital and the money market instruments including derivatives but not limited to equities and other securities included in clause 4 hereinabove.
- c) The Investor acknowledges that he is aware of the obligations under the Securities and Exchange Board of India (Substantial Acquisition of Shares and Takeovers) Regulations 1997 and is solely responsible for the obligations there under.
- d) KSSBPMS shall not be responsible for any loss or damage occasioned including but not limited to market conditions. Force majeure circumstances, delays on the part of Companies, Corporations or other authorities including Government authorities in registering transfer of securities or other factors beyond the control of KSSBPMS. The securities which are so purchased and refused to be transferred in the name of the Investor or KSSBPMS by the company or the Corporation concerned will be sold by KSSBPMS, at the best available market rate, at the risk and responsibility of the Investor concerned.
- e) Subject to applicable taxation laws , in force from time to time, KSSBPMS shall not on its own deduct tax at source while effecting disbursement payments of amounts interim or otherwise to the Investor under this Agreement, and shall certify the debit of tax at source to the Investor's Account on a pro rata basis as far as practicable. For securities if any held in the name of KSSBPMS on behalf of the Investor and other independent Portfolio Investors, as on date of declaration or record date of any Company's dividend declaration, KSSBPMS shall receive the company's tax deduction at source certificate for any dividend subjected to tax. KSSBPMS shall only distribute the net dividend to each Investor account. Any tax Securities if any held in the name of KSSBPMS on behalf of the Investor, and other independent Portfolio Investors, as on date of declaration or record date of any Company's tax deduction at source certificate for any dividend subjected to tax. KSSBPMS shall only distribute the net dividend to each Investor account. Any tax arising on such disbursement shall be charged to the Investor's account and shall be borne by the Investor in full. The Portfolio Manager shall not undertake tax planning of the Investor under this Agreement. In the event of any demand being made on KSSBPMS by the appropriate revenue/taxation authorities to pay certain amounts towards purported tax liability in connection with or arising from the transactions carried out by KSSBPMS, the Investor hereby expressly authorizes KSSBPMS to comply with the demand and pay such amount to the revenue/taxation authority and debit the Investor's account accordingly. KSSBPMS will be at liberty but not obliged or required to resist such demands, if the KSSBPMS at its discretion, thinks fit, and in this event, KSSBPMS is hereby authorized to incur any fees, duties, commission, costs, charges, and expenses required to so resist the demand including the costs of appointing any chartered accountant, tax expert, lawyer, Solicitor or advocate but KSSBPMS will not be responsible if ultimately demand is held/upheld to be proper and lawful. Despite the fact that KSSBPMS does not undertake tax planning of the Investor, if in pursuance of directions issued by the appropriate revenue/taxation authorities,

KSSBPMS is obliged to represent any Investor in respect of any of the aforesaid directions, KSSBPMS is hereby empowered by the Investor to file, sign, and/or execute such papers and/or documents on behalf of the Investor as might be necessary in that behalf. If required, the Investor shall have executed a valid, irrevocable power of Attorney in favor of the Portfolio Manager or any other nominee(s) or agents(s) of the KSSBPMS conferring inter alia powers to represent the Investor before such revenue/taxation authorities and comply with other requirements envisaged in this Agreement. The Investor agrees and undertakes to furnish any information, papers and documents as may be required by the KSSBPMS in connection with tax incidence or implications and also for the proper operation of the Investor's account thereto.

- f) KSSBPMS shall not be liable for any default of any counterparty, bank, custodian, sub-custodian or other entity which holds money, investments or other documents of title on behalf of the Investor or with or through whom transactions on Investors behalf are conducted.
- g) The Investor agrees and understands that the services being provided by KSSBPMS under this Agreement involves certain risks and considerations generally associated with making investments in securities and that there can be no assurance that KSSBPMS can achieve the investment objectives stated herein. The Investor further agrees and understands that the value of his/its Portfolio may be affected generally by factors affecting capital markets in India, such as price and volume volatility in the stock markets, interest rates, currency exchange rates, foreign investments, changes in Government policies, taxation, political, economic or other developments and closure of the stock exchanges and that there is also risk of loss due to lack of adequate external systems for transferring, pricing, accounting and safekeeping or record keeping of securities. Further, the Investor also agrees and understands that consequently, the NAV of the Portfolio may fluctuate, and the value of the Portfolio may increase or decrease. Securities investments are subject to market risk and there is no assurance or guarantee that the objectives of the scheme will be achieved. Past performance of the portfolio manager does not indicate the future performance or any other future schemes of the portfolio manager. Risk arising from the investment, investment strategy and asset allocation are inherent with the investment is will be responsibility of the investor.

## **8 PROTECTION OF ACTS DONE IN GOOD FAITH**

- 8.1 KSSBPMS shall not be under any liability on account of anything done or omitted to be done or suffered by the Investor in good faith in accordance with or in pursuance of any request or advice of the investment made or any committee of KSSBPMS or any agents.
- 8.2 In relation to any advice given by KSSBPMS or any transaction executed or arranged for the Investor, if KSSBPMS or any associate shall have any interest, relationship or arrangement, or duty which is material or which gives or may give rise to conflict of interest with that of the investors interest in relation to the investment or the transaction concerned or investments or assts underlying , KSSBPMS shall take reasonable steps to ensure fair treatment for the Investor client in relation to any such transactions and shall comply with a policy of independence and shall disregard any such interest when making a recommendation to the Investor or on behalf of the Investor.
- 8.3.1 KSSBPMS shall be entitled to give advice or make recommendations to the Investor, notwithstanding any material interests and shall not be under a duty to disclose to Investor any profit arising therefrom. However in such cases KSSBPMS may in its absolute discretion decline to carry out a transaction for the Investor or to give advice to the investor or make a recommendation to the Investor.

## **9 CLIENTS RIGHT AND LIABILITY**

- 9.1 In no event shall an Investor have or acquire any rights against KSSBPMS except as expressly conferred on such Investor hereby, nor shall KSSBPMS be bound to make payment to any investor, except out of funds held by it for the purpose under the provisions of these presents. The liability of the Investor under the Discretionary Portfolio shall be restricted to the extent of the value of the Investor's portfolio with KSSBPMS under this Agreement as on that date.
- 9.2 All investments made by KSSBPMS on behalf of the Investor shall be subject to risk which cannot be accurately predetermined. KSSBPMS shall give no warranty as to performance or profitability of the Investors investments or any part thereof.
- 9.3 Investor warrants and undertakes to comply with all laws, rules, regulations and disclosures requirements of any relevant jurisdiction, exchange, market or regulatory authority which shall apply to the investments of the Investors from time to time and including but not limited to the Companies Act 1956, (including the obligation to notify dealings in relevant shares during a takeover when the Investor acts either alone or together with other parties to an agreement or understanding) and the SEBI (Substantial Acquisitions of

Shares and takeovers) Regulations 1997.

- 9.4 The Investor shall promptly give or procure to be given to KSSBPMS all information and assistance as KSSBPMS may reasonably require in order to enable or assist KSSBPMS to achieve compliance with any such obligation in relation to the investments Portfolio of the Investor or the Services provided by KSSBPMS to the Investor.

**10. ACCESS TO INFORMATION**

The investor will be able to verify the books of accounts etc as per the Clause 5.12 of the agreement.

**11. BILLING**

KSSBPMS shall debit the Investors account at the end of each Quarter for the amount of remuneration due and payable to it. KSSBPMS shall also debit the Investors account at the end of each month for custody charges (If Any).

**12. INDEMNITY TO KSSBPMS**

- a) Without prejudice to the right of indemnity available to KSSBPMS under any law KSSBPMS and every person appointed by KSSBPMS shall be entitled to be indemnified out of funds deposited in respect of all liabilities, losses and expenses incurred by them in the execution of these presents hereby declared or any of the powers, authorities and discretions vested in them pursuant to these presents and against all actions, proceedings, cost, claims and demands in respect of a matter or thing done or omitted in any way in relation to these presents and KSSBPMS shall have a lien and may retain and pay out of funds and securities in their hands all sums or other amounts necessary to effect such indemnity.
- b) KSSBPMS shall not be responsible for any loss or expenses resulting to one person as Investor, from the insufficient or deficiency of value of or title to any property or security acquired or taken on behalf of the Investor or the insolvency or wrongful act or any debtor or any person under obligation to the Investor or anything done in good faith in the execution of the duties of his office or in relation thereto.
- c) In case of discretionary Portfolio services, KSSBPMS shall not be responsible to the Investor for any claim, loss or damage on account investments, disinvestments by KSSBPMS in different securities for different Investors in the same scheme.
- d) The Investors shall indemnify and keep indemnified KSSBPMS from and against any charges arising out of payment of stamp duties or any taxes, including income tax and other direct taxes and from and against all costs, charges and expenses incurred by or levied on the Portfolio Manger under this Agreement on behalf of the Investor. The funds given to KSSBPMS by the investor will have to be invested in accordance with this agreement and in accordance with the terms, conditions and regulations of the SEBI. KSSBPMS shall not be responsible for any recommendations made to Investors in respect of Investments in Financial/ Capital Market arising out of errors of judgment. KSSBPMS shall also not be responsible for any negligence or willful misfeasance of brokers, custodians or other intermediaries in connection with their acts and discharge of their duties.

**13. DEATH OR DISABILITY**

The investor would include unless repugnant to the meaning or context thereof, its legal heirs, successors, executor and permitted assigns. The nomination form is also attached herewith in case of death or disability of the investor.

**14. ASSIGNMENT**

- 14.1 Either party to this Agreement shall not assign or transfer all or any of its rights or obligations hereunder without the prior consent of the other party.
- 14.2 This Agreement is personal to the Investor and shall not be capable of assignment by the Investor nor shall the same be capable of being transferred by the Investor. KSSBPMS may however on giving the Investor 30 days written notice, appoint any appropriate Associate to provide the services in the place of KSSBPMS and shall then transfer all the rights due and accruing to KSSBPMS and all obligations there under under this Agreement.
- 14.3 A person who is not a party the this Agreement may not enforce any of its terms under the Indian Contract Act but this shall not affect any right or remedy of a third party which exists or is available other than under such Act.

- 1 The client can assign the agreement provided he has given the nomination form as per the Annexure enclosed herewith.

**2 GOVERNING LAW**

The agreement is made in compliance of the Securities and Exchange Board of India (Portfolio Managers) Amendment Regulations, 2002.

**16. TAPE RECORDING OF CONVERSATIONS**

The Investor is aware that the KSSBPMS may have a system of tape recording the conversations between the Investor's representative and the Manager, either personally or over the telephone and hereby permits KSSBPMS to do so. Such recordings may be relied upon by the Managers as and when required to resolved disputes in connection with the trading transactions.

**17. SETTLEMENT OF GRIEVANCES/ DISPUTES AND PROVISION FOR ARBITRATION**

**Indemnity**

The Investor hereby agrees that he has understood the risks associated with investments in stock markets and is fully conscious of the same. It is hereby agreed that KSSBPMS shall not be liable in respect of any loss resulting from such risks. KSSBPMS shall not be responsible for any loss or damage occasioned as a result of any factor whatsoever other than fraud or gross and willful negligence on its part. Without prejudice to the above, the Investor specifically agrees not to hold KSSBPMS responsible for any loss or damage occasioned by adverse market conditions, force majeure circumstances, delays on the part of companies or other authorities including government authorities in registering transfer of shares and securities, errors of judgment on KSSBPMS's part or other factors beyond its control. Notwithstanding the generality of the foregoing, KSSBPMS shall not be liable if any or all of the securities and/or shares become illiquid due to force majeure circumstance, adverse market conditions, court statutory or regulatory injunctions, attachments or other prohibitions affecting them and/or other factors beyond their control.

The Investor shall indemnify KSSBPMS and keep it indemnified from and against any damage, losses, cost, outgoing or expense arising out of or relating to the investments made by KSSBPMS on behalf of the Investor, including any charges, costs, expenses, outgoing or outflows arising out of payments of stamp duty, transfer charges, legal expenses, and any taxes including income tax and other direct taxes or duties incurred by and/or levied on KSSBPMS as a result of its acting on behalf of the Investor or which are levied on the Investor but are recoverable or are recovered by KSSBPMS. KSSBPMS shall have a lien on the Funds and the returns thereon for the purpose of indemnifying KSSBPMS as aforesaid.

**Alterations**

The Investor agrees that the acknowledgment and acceptance of the Funds by KSSBPMS for management in pursuance of the terms of this Agreement is subject to the terms and conditions specified herein. It is further agreed and confirmed by the Parties hereto that any alterations, variations, change or amendment in any or all of the terms contained in the Agreement shall be by obtaining prior mutual consent in writing.

**Notices**

Any, notice, communication or documents to be given to the other party may be given by personal delivery, courier, registered post or fax at the address hereinafter mentioned. The notice shall be deemed to have been served upon the party to whom it is given, if given by personal delivery, when so delivered and acknowledgment received, if given by post on expiration of 3 days after the notice etc. shall have been delivered to the post office and if given by fax upon acknowledged transmission thereof:

**Notice to the Investor:**

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

Designated Person: \_\_\_\_\_

**Notice to KSSBPMS:**

Address: 417/418 Commerce, 140 N.M. Road, Fort, Mumbai- 400 001

Designated Person: Mr. Rakesh Agrawal

**18. Miscellaneous**

18.1 Reservation of Rights No forbearance, indulgence or relaxation or inaction by KSSBPMS at any time, to require performance of any of the provisions of this Agreement shall, in any way, affect, diminish or prejudice the right of KSSBPMS to require performance of the at provision and any waiver or acquiescence by KSSBPMS of any breach of any of the provisions of this Agreement shall not be construed as a waiver or acquiescence of any continuing or succeeding breach of such provisions or a waiver of any right under or arising out of this Agreement, or acquiescence to or recognition of rights and/or position other than as

expressly stipulated in the Agreement.

- 18.2 Cumulative Rights All remedies of either Party under this Agreement, whether provided herein or conferred by statute, civil law, common law, custom, trade, or usage, are cumulative and not alternative and may be enforced successively or concurrently.
- 18.3 Partial Invalidity If any provision of this Agreement, or the application thereof to any person or circumstance, is or is held to be invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. Any invalid or unenforceable provision of this Agreement shall be replaced with a provision, which is valid and enforceable and most nearly reflecting the original intent of the unenforceable provision.
- 18.4 Relationship None of the provisions of this Agreement shall be deemed to constitute a partnership between the Parties hereto and no Party shall have any authority to bind the other Party otherwise than under this Agreement, or shall be deemed to be the agent of the other in any way.
- 18.5 Arbitration If any dispute/difference arises between the Parties hereto during the subsistence of this Agreement or thereafter, in connection with the validity, interpretation, implementation or alleged breach of any provision of this Agreement or regarding questions, including the question as to whether the termination of this Agreement by one Party hereto has been legitimate, such dispute shall be referred to Arbitration. The place of arbitration shall be Mumbai. The Arbitration proceeding shall be governed by the Indian Arbitration & Conciliation Act, 1996. The arbitration proceedings shall be in the English language. The arbitrator's award shall be substantiated in writing. The court of arbitration shall also decide on the costs of the arbitration procedure. The Parties hereto shall submit to the arbitrator's award and the latter shall be enforceable in any competent court of law.
- 18.6 Counterparts This Agreement may be executed in any number of counterparts each of which when executed shall be an original, but all the counterparts together shall constitute one and the same Agreement.
- 18.7 Headings The headings used in this Agreement are merely indicative and shall not in any way guide or restrict the interpretation of the provisions contained herein.
- 18.8 References In this Agreement, references to the singular shall include the plural and vice-versa.

## **19. Jurisdiction**

The laws of India shall govern this Agreement. All legal actions and proceedings if any relating hereto shall be subject to the exclusive jurisdiction of the courts in Mumbai.

### **Voting Rights**

As far as all rights, including voting rights, attached to all the securities invested by KSSBPMS on behalf of the Investor are concerned, KSSBPMS shall be authorized to exercise the same in such manner, as it thinks fit in accordance with law without reference to the Investor. In the event there is any delay or refusal on the part of any company or authority in registering transfer of any shares or securities, KSSBPMS shall be entitled to file and continue any proceedings in any courts or other forums including the Company Law Board at the cost of the Investor. KSSBPMS shall keep the Investor informed in respect of such proceedings or actions taken by it.

## **20. GENERAL**

- a) KSSBPMS, at its absolute discretion, may act or delegate the performance of its duties, discretions and obligations hereunder to any of its employee(s) or to such agent(s) as it may think fit and may pay any fees/consultancy charges may be charged to the Investor's account as described in clause 6.
- b) All mail and notice from KSSBPMS to the Investors shall be sent to the Investor's last known address, as in existence in the records of KSSBPMS. All mail and notices from the Investor to KSSBPMS shall be sent to the address as stated in this Agreement. c) KSSBPMS may record telephone conversations with the Investors with or without the use of a warning tone, and may use all such recordings as evidence in the event of a dispute.
- c) KSSBPMS may at its sole discretion permit the Investor to mark lien or create a charge on the Investor's account maintained with KSSBPMS under this Agreement consisting of investments together with accretions, accruals, benefits, allotments, calls, refunds, returns, privileges, entitlements, substitutions and/or replacement or any other beneficial interest including dividend, interest, rights, bonus as well as residual cash, balances, if any.



d) Where the due date for any payment to the Investor from KSSBPMS under this agreement falls on a Saturday, Sunday or a holiday under the Negotiable Instruments Act, 1881, if any, the same will be made on the next working day.

**21. CONFIDENTIALITY**

21.1 KSSBPMS shall be under no duty to disclose the Investor or in making any decision or taking any action in connection with the provision of the Services to take into account any information or other matters which come to the notice of any of the employees, directors, agents or associates of KSSBPMS.

21.2 Where this would or may be a breach of any duty of fidelity or confidence to any other person; or

21.3 which comes to the notice of an employee, officer or agent of KSSBPMS, but does not come to the actual notice of the account executive or individual providing the Investor with the service in question.

21.4 The Parties to the Agreement will at all times keep confidential any information of a confidential nature acquired in connection with this Agreement or the Services, except for information which they are bound to disclose under compulsion of law or by request of regulatory agencies or to their professional advisers in the proper performance of the Services.

**22. FORCE MAJEURE**

Whilst KSSBPMS shall Endeavour to comply with the obligations and duties in a timely manner, KSSBPMS shall incur no liability whatsoever for any partial or non performance of its obligations by reason of any cause beyond its reasonable control including but not limited to any communications, systems or computer failure, market default, suspension, failure or closure, or the imposition or change (including the change of an interpretation) of any law or governmental or regulatory requirement and KSSBPMS shall not be held for any loss the Investor may incur as a result thereof.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE SET AND SUBSCRIBED THEIR RESPECTIVE HANDS TO THESE PRESENTS ON THE DAY, MONTH AND YEAR FIRST HEREINABOVE WRITTEN:

SIGNED AND DELIVERED BY THE WITHINNAMED "Investor"

Signature: \_\_\_\_\_

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

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

The \_\_\_\_\_ Day of \_\_\_\_\_ 20\_\_\_\_\_

In the presence of \_\_\_\_\_

SIGNED AND DELIVERED BY THE WITHINNAMED "KSSBPMS"

**M/S. Kedia Shares & Stocks Brokers Ltd.**

Director/Authorised Signatory

The \_\_\_\_\_ Day of \_\_\_\_\_ 20\_\_\_\_\_

In the presence of \_\_\_\_\_

Signature: \_\_\_\_\_

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

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

The \_\_\_\_\_ Day of \_\_\_\_\_ 20\_\_\_\_\_

In the presence of \_\_\_\_\_

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## ANNEXURE I : ON FEE AND CHARGES

### Fees & Charges

Set up Fee	
Management Fee (P.A) (Accrued Daily Billed Quarterly)	
Exit Charges (FIFO Method)	
If exited within 1 year	
If exited within 1-2 years	
If exited within 2-3 years	
Performance Fee Applicable (if yes please fill up below details)	<input type="checkbox"/> YES <input type="checkbox"/> NO
Hurdle Rate (High water mark level)	Upto .....%
Performance Fees	.....% of profit over hurdle rate

### Custody Expenses

Charges	Charges (Per Instruction)	Basis of Recovery
Custody Charges	Actuals	Accrued daily billed monthly
DP Charges	Actuals	
Portfolio Accounting Charges	Actuals	Accrued daily billed monthly
Transaction Charges	Actuals as per prevailing rates	
Audit Fee	On Actuals	Charged annually
Brokerage	On Actuals	

### For PIS Accounts (Only For NRI's)

Annual Asset Maintenance Charges	On actuals by custodian	To be recovered in advance
Purchase of Securities	As per custodian charges	On actuals
Sale of Securities	As per custodian charges	On actuals

Please write in your own handwriting: "I have understood the fees/charges structure"

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Signature:  \_\_\_\_\_

**Illustration on Fees & Charges**

<b>Scenario 1-Portfolio performance: Gain of 20%</b>		<b>Amount in Rs. Amount in Rs.</b>
<b>Nature of Fees</b>		
Capital Contribution	1000000	
Less: Uprfront Fees (if any)	Nil	
Less: Anyother Fees (please enumerate)	Nil	
Asset Under Management	1000000	
Add: Profit on investment during the year (20% on AUM)	200000	
<b>Gross Value of Portfolio At Year end</b>		<b>1200000</b>
Less: Brokerage/Dp charges/Funds	3000	
Accounting/any other similar charges (e.g. 0.25% of GVP)		
Less: Management fees (if Any) (e.g. 2% of GVP)	24000	
Less: Performance fees (if Any)(e.g. 20% of Rs. 100000 - working given below)	20000	
Less: Any other fees (if any)	Nil	
Total Charges During the year	47000	
Net value of the portfolio at the end of the year		<b>1153000</b>
& change over capital contributed		<b>15.30%</b>
<b>Calculation of Performance Fees for above</b>		
Serial Nature of Fees	Amount in Rs.	
A. Profit for the year	200000	
B. Less: Minimum profit level (Hurdle Rate @ 10% on Rs. 10,00,000)	100000	
C. Amount on which Profit Sharing Fees to be calculated (B-A)	100000	
D. Performance Fees (@20% of C)	20000	

<b>Scenario 2-Portfolio performance: Loss of 20%</b>		<b>Amount in Rs. Amount in Rs.</b>
<b>Nature of Fees</b>		
Capital Contribution	1000000	
Less: Uprfront Fees (if any)	Nil	
Less: Anyother Fees (please enumerate)	Nil	
Asset Under Management	1000000	
Add: Loss on investment during the year (20% on AUM)	200000	
<b>Gross Value of Portfolio At Year end</b>		<b>800000</b>
Less: Brokerage/Dp charges/Funds	2000	
Accounting/any other similar charges (e.g. 0.25% of GVP)		
Less: Management fees (if Any) (e.g. 2% of GVP)	16000	
Less: Performance fees (if Any)	Nil	
Less: Any other fees (if any)	Nil	
Total Charges During the year	18000	
Net value of the portfolio at the end of the year		<b>782000</b>
& change over capital contributed		<b>-21.80%</b>

<b>Scenario 3-Portfolio performance: No Change</b>		<b>Amount in Rs. Amount in Rs.</b>
<b>Nature of Fees</b>		
Capital Contribution	1000000	
Less: Uprfront Fees (if any)	Nil	
Less: Anyother Fees (please enumerate)	Nil	
Asset Under Management	1000000	
Add: Profit/Loss on investment during the year @ 0% on AUM	Nil	
<b>Gross Value of Portfolio At Year end</b>		<b>1000000</b>
Less: Brokerage/Dp charges/Funds	2500	
Accounting/any other similar charges (e.g. 0.25% of GVP)		
Less: Management fees (if Any) (e.g. 2% of GVP)	20000	
Less: Performance fees (if Any)	Nil	
Less: Any other fees (if any)	Nil	
Total Charges During the year	22500	
Net value of the portfolio at the end of the year		<b>977500</b>
& change over capital contributed		<b>-2.25%</b>

### HIGH WATER MARK PRINCIPLE

Pursuant to SEBI Cir./IMD/DF/13/2010 dated October 05, 2010 for charging of performance/profit sharing fee, high water mark principle will be followed.

High Water Mark Principle: High Water Mark shall be the highest value that the portfolio/account has reached. Value of the portfolio for computation of high watermark shall be taken to be the value on the date when performance fees are charged. For the purpose of charging performance fee, the frequency shall not be less than quarterly. The portfolio manager shall charge performance based fee only on increase in portfolio value in excess of the previously achieved high water mark. The High Water Mark Principle shall be applicable for discretionary and non-discretionary services and not for advisory services. In case of interim contributions / withdrawals by clients, performance fees may be charged after appropriately adjusting the high water mark on proportionate basis.

This computation is for illustrative purpose only. The assumptions for the illustration are as follows:

- a. Size of sample portfolio: Rs. 10 lacs
- b. Period: 1 year
- c. Hurdle Rate: 10% of amount invested
- d. Brokerage/DP charges/transaction charges: Weighted Average of such charges (as a percentage of assets under management) levied in the past year/ in case of new portfolio managers indicative charges as a percentage of assets under management (e.g. 0.10%)
- e. Upfront fee - NIL
- f. Management fee (e.g. 2%)
- g. Performance fee (e.g. 20% of profits over hurdle rate)
- h. The frequency of calculating all fees is annual.

Note: 1. All fees/expenses/charges payable by the client will be subject to GST as per prevailing rate. 2. The fee / charges / expenses, including those charged by the service provider(s) in relation to managing the Client's portfolio account, shall be automatically debited to the Client's account within one month from the end of every month or at such other frequency as may be decided by the Portfolio Manager from time to time. 3. Management fees on any infusions and withdrawals between months will be charged on pro rata basis. All withdrawals will be with mutual consent between the portfolio manager and the Client. Withdrawals will be in form of cash or securities at end of agreed period. The transfer of full withdrawal credit will be given on T+ 30 working days subject to liquidity of stocks held in the portfolio. The transfer of partial withdrawal, as required by the client and agreed to by the Portfolio Manager, will be given credit is on T+ 7 working days subject to liquidity of stocks held in the portfolio.


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(In the space provided above, client has to write that he has read and understood the above fee structure and accepts the same)

Signature: 

First Holder \_\_\_\_\_

Second Holder \_\_\_\_\_

Third Holder \_\_\_\_\_

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

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

**RISK PFOFILE QUESTIONNAIRE (Mandatory)**

**This brief questionnaire will help us understand your investing needs and help us recommend a Portfolio Management product to best suit your needs.**

Tick on appropriate option

- 1. How long have you been investing in the markets?**
  - a. Never invested                      b. Under 1 year
  - c. Between 1 and 5 years              d. More than 5 years
- 2. Which of the following best describes your reason for investing in the markets?**
  - a. Earn a regular stream of income and preserve the value of your saving
  - b. Meet a medium term objective for which you want to save enough money
  - c. Accumulate greater long term wealth and improve lifestyle by investing in the markets
  - d. Invest surplus funds with the aim of long term capital appreciation
- 3. How familiar are you with Investing in Equity Markets?**
  - a. Not at all familiar /hardly familiar
  - b. I have a basic understanding of how the equity markets work
  - c. I have an understanding of markets and that different products have different income characteristics
  - d. I am experienced with all investment sectors and understand the factors that affect markets
- 4. What is your Current Income?**
  - a. 1 - 10 Lac    b. 10 - 20 Lac    c. 20 - 50 Lac    d. More than 50 Lac.
- 5. How would you describe your Risk Profile?**
  - a. Low Risk-The security of my capital is critical.
  - b. Moderate Risk - But, I want my portfolio returns to be stable in the long term.
  - c. High Risk - I invest for the long term and am prepared to accept volatility of equities.
- 6. What Is your investment time horizon?**
  - a. 1 year or less    b. 1 to 2 years    c. 2 to 3 years    d. 3 years or more
- 7. How much of your current wealth do you currently invest in equity based products?**
  - a. Less than 5%    b. 5-20%              c. 20-40%              d. More than 40%
- 8. How would you react if in 6 months your portfolio has decreased in value by 20%?**
  - a. In state of Shock - you intended to keep money secure and did not want to take such a risk
  - b. Cut your losses and move money into a more secure investment such as a fixed deposit
  - c. Would not touch the investments, expecting performance to improve
  - d. Invest in more funds to lower average investment price, expecting higher future returns

**Applicant Declaration**



- # To comply with applicable laws, rules and regulations, including anti-terrorism, KYC, anti-money laundering and tax reporting rules and regulations
- # To comply with legal process, to respond to requests from public, regulatory or government authorities (including authorities outside your country of residency), and to allow us to pursue remedies and limit damage
- # To any of our associate / affiliate / group entities including our service providers performing delegated outsourced function to enable them to perform internal business Processes (which facilitate transactions) such as risk management purposes, data analysis, audits

**Any securities or instruments that you cannot hold for compliance reasons etc.**

Applicable                       Not Applicable      (if applicable, kindly list down securities below)

S. No.	Name of Security

**Signature**

  <b>First Applicant</b>	  <b>Second Applicant</b>
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## POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS THAT I/WE .....  
..... presently residing at/having our address/registered office at/  
having our principal place of business at) .....  
..... (hereinafter referred to as the "Client")

### SEND GRETINGS:

WHEREAS, Kedia Shares & Stocks Brokers Limited a company incorporated under the Companies Act, 1956 and having the Registered office at 417 / 418 Commerce House , 140 Nagindas Master Road , Fort , Mumbai - 400001 and corporate office at 417 / 418 Commerce House , 140 Nagindas Master Road , Fort , Mumbai - 400001 (hereinafter referred to as "the Portfolio Manager" or "PM" which expression shall include, unless repugnant to or inconstant with the subject or context thereof, its successors and assigns) is duly authorized by the Securities and Exchange Board of India (hereinafter referred to as "SEBI") to provide Portfolio Management Services vide SEBI Registration No. INP000006590.

AND WHEREAS the Portfolio Manager has agreed to provide Portfolio Management Services in the name of Kedia Shares & Stocks Brokers Limited and the Client, being

Mr./Ms./M/s. .... has agreed to avail the same under the Discretionary Portfolio Management Agreement ("Agreement") of even date.

NOW THESE PRESENTS WITNESS for me/us and on my/our behalf and on behalf of the survivor of me/our name and in the name or names of my/our survivor or survivors, do hereby nominate, constitute and appoint Kedia Shares & Stocks Brokers Limited(the Portfolio Manager) acting through any of its officers, as authorized by Portfolio Manager from time to time, as my/our true and lawful Attorney (hereinafter referred to as the said Attorney) to do all or any of the following acts, deeds and things in relation to and concerning the funds, monies, amounts and securities placed by me/us with or given to or for any purpose of Portfolio Management Services of the Portfolio Manager.

1. To make necessary application (s) on my/our behalf to any authorities in India and particularly to the Central Government, Securities and Exchange Board of India and/or Reserve Bank of India, Exchanges, Depositories and Depository Participant in India in connection with my purchase/sale/transfer/holding and continuing to hold securities and to represent me in all respects before such authority or authorities and establish without encumbrance the ownership of the securities in my name.
2. Note: The term securities is as defined in the agreement.
3. To acquire by subscribing to or by purchase of any securities, whether of any State Government in India or Central Government or Company or body corporate or otherwise and to sell, transfer and endorse the securities and to sign and to execute all transfer deeds whether as transferor or transfer and such other instruments, applications and papers as may be necessary for the purpose of acquiring or transferring the same.
4. To make applications to the relevant authorities and take necessary steps for dematerialize and/or rematerialize securities on my behalf.
5. To make applications for or to renounce and sign renunciation forms and take such necessary steps in respect of rights issues of Securities and additional securities of any Company or body corporate and to receive, and hold such rights or additional securities.
6. To manage and make investments and reinvestments of all or any funds or monies forming part of my/our funds/ assets and for that purpose buy, sell transfer and otherwise deal in any other securities forming part of my/our assets.
7. To issue orders and instructions for acquisitions and disposal of investments for and on behalf of myself/ ourselves and to purchase or otherwise acquire, sell or otherwise dispose off and invest in securities including enter into foreign transactions required for this purpose.
8. To enter into execute, deliver and amend al contracts, agreements, documents, applications and other undertakings as may be required, necessary or advisable or incidental thereto the carrying out of the objectives of the Discretionary Portfolio Management Agreement.

9. To open, close safe custody account or to hold in safe custody the investments and all the documents of title to me/us evidencing ownership of the investments and to procure those of the investments in respect of which registration shall be necessary in order to complete the transfer thereof and shall as soon as practicable after the receipt of the necessary documents be registered in the name of "Kedia Shares & Stocks Brokers Limited-A/c PMS" or any other name as may be deemed appropriate by the Attorney.
10. To open, operate and close an account with the Professional Clearing Member/Custodian/Depository Participant.
11. To open and operate in my/our name (singly or jointly with any party) accounts for dematerialization of securities (demat account) with any depository participant (DP). To submit physical shares for dematerialization, issue transfer instructions (including for off-market trades) for buying and selling of shares as well as for pledging the shares as security for borrowings (without engaging in securities lending), collect and credit dividends correspond with companies, registrars and the depository participant and in general operate the account for any of the aforesaid transactions. Without prejudice to the generality of the power conferred under the above clause:
  - a. To instruct the DP to credit shares, debentures, notes, bonds and other securities ( hereinafter collectively referred to as securities ) to the said account from any other account.
  - b. To instruct the DP to debit securities to the said account and/or to transfer securities from the said account to any other account,
  - c. To instruct the DP to transfer, debit and/or the receipt-in account comprised in the said account;
  - d. To instruct the DP to distribute or deliver to any person(s) any securities or any documents evidencing the ownership, possession or title to the securities in the said account.
  - e. To give instruction to the DP to give effect to or note a mortgage, charge, hypothecation pledge, lien or other encumbrance or right in respect of any securities in the said account.
  - f. To certify the correctness of the said account and/or any statement details or transaction in respect of the said account;
  - g. To give instruction to the DP to debit the said account and to receive the securities in the said account any and all documents evidencing the ownership possession or title to the securities in the said account;
  - h. To obtain any and all details concerning the said account and to apply for and receive statements and other information in respect of the said account;
  - i. To apply to and give instruction to the DP for dematerialization or rematerialization of any securities in or the be credited to said account;
  - j. To give instruction to the DP to freeze the said account and/or to defreeze/release the said account;
  - k. To withdraw the balance in the said account;
  - l. To give such standing instruction to the DP as the attorney think fit and proper;
  - m. To execute sign and deliver such forms, instruction, applications, letters, authorities, mandate, declarations, indemnities, affidavits and other documents and writings whatsoever as may be required for giving effect to al lor any of the powers or authorities conferred by and under this power of attorney;
  - n. And generally to sign such documents and perform such other acts, deeds and things whatsoever which ought to be done, executed or performed in or about the aforesaid powers and authorities of every nature and kind whatsoever as fully and effectually and to al intents and purposes as I myself/we ourselves could do if I/we were personally present it being my/our intent and desire that all matters and things respecting the said account and the aforesaid powers and authorities shall be under the full management and directions of the attorney.
  - o. And I/we hereby agree and confirm that the powers and authorities conferred by this power of attorney shall continue until I/we have given to the DP reasonable advance notice in writing to the contrary;
  - p. And I/we further agree and confirm that I/we shall be bound by whatever the attorney shall do or cause to be done under or pursuant to the powers and authorities conferred by this power of attorney;
  - q. And I/we further agree and the attorney be allowed to maintain securities and/or monies with a registered member of a stock exchange towards margin as required by the regulations of the relevant stock exchange.
12. To give instructions to the Custodian/Bank as applicable to debit the client's account for all the charges payable by the client to Portfolio Manager or other party from time to time.
13. To appoint, nominate or engage any stock broker(s) and/or agent(s) for purchase and sale of the securities.
14. To issue and administer the instructions to the stock brokers, agents and other representatives acting for and on behalf of me/us.
15. To appoint any other agent or sub-agent and to delegate all or any of the powers given herein to such a person, generally to do and perform and execute all such other acts, deeds, instruments, matters and things for and on



behalf of me/us as may be necessary, proper, convenient or expedient to be done and in and about the premises as fully and effectually to all intents and purposes as I/we myself/ourselves could do if personally present and I/we ratify and confirm and agree and undertake to ratify and confirm whatsoever my/our said Attorney shall lawfully do or cause to be done by virtue of these presents.

16. To appoint and issue such instructions to any auditors for the purpose auditing my/our accounts.
17. To demand, receive and give good and effectual receipt(s) and discharge(s) for all and any dividend, interest, bonus or any other sum(s) and/or income arising from the securities, and to sign and endorse pay orders, dividend or interest warrants or certificates in respect of the demand and receive all debts, sums of money, principal, interest, dividend or other dues of whatever nature or account which are now or at any time may be due, payable and belong to me/us on any account(s).
18. For all or any of the purposes aforesaid to sign any contract, agreements, transfer form, acceptance, receipt, acquaintance, document and form and to do all lawful acts requisite for reflecting the same.
19. To execute and issue indemnity bonds to third parties on account of any work relating to my/our business on such conditions as may be agreed upon between myself/ourselves, or Attorney and the third party.
20. To pay call money on shares, demand, collect, receive, all monies, amounts realized from sale, transfer, surrender of any securities, as also all interest, dividend accrued, payable or due and invest/reinvest the same in any other securities/deposits/units of Mutual Funds upon such items that my/our Attorney may deem fit in the circumstances.
21. To negotiate with any person whether body corporate or otherwise and effect the purchase/sale of securities on such terms and at such price as the said Attorney consider best under the circumstances.
22. To give or join in giving notice for calling an extraordinary general meeting of any Company on requisition in accordance with Section 169 and/or any other applicable provisions of the Companies Act, 1956.
23. To attend, vote and otherwise act as attorney or proxy at meetings of the members, creditors, and debenture holders of any Company in which securities are acquired or held pursuant to this authority for and on my/our behalf.
24. To apply to the relevant authorities for and to obtain from them all necessary approvals in relation to my/our investments and confirmations and consents relating to my/our tax status and all tax and other payments which may be due to me/us from time to time in respect of the relevant investment and in connection therewith.
25. To compound and accept part in lieu and in satisfaction of the whole of compromise any debt or sum of money hereafter owing to or payable to me/us or any other claim or demand which I/we have or may have against any person or persons or to grant an extension of the time for payment or satisfaction thereof upon such terms as may be deemed proper either with or without taking security for the same.
26. To appoint and employ agents, including chartered accountants, advocates, or other legal practitioners, overseers, receivers or other persons at such remuneration by way of fees, salary, commission or otherwise as the above-named Attorney may think proper and to dismiss and discharge them from time to time and to employ or appoint any other person instead of them.
27. To liaise with any bank for the purchase, sale or transfer of securities and to represent me/us in all dealings to the bank and to give instructions to the bank for payment for securities.
28. To make the investment(s) in Term Deposits in one or more scheduled commercial bank(s) and to foreclose, mark a lien, renew, receive proceeds on maturity or in any other manner and to apply such Term Deposits for the purpose of meeting any margin requirement of any recognized stock exchange in India.
29. To make, verify, sign, execute and present on behalf of myself/ourselves the complaints, vakalatnamas, appeals, affidavits or statements, petitions or probate petitions or any other paper as may be expedient in the opinion of the attorney to be made, signed, executed, presented or filed.
30. To commence, prosecute, enforce, defend, answer, or oppose any suit or other legal proceedings to be filed, instituted or commenced in connection with any or all matters in which I/we may be or may hereafter be interested.
31. To rectify any defect in the institution of the suit or other action in Court or defending any action in Court, if necessary by making such amendments with the permission of the court and to do such lawful acts deeds and things required to cure any suit or appeal or revision now pending and arising out of any suit or proceeding which have since been disposed off.
32. In all such proceedings and for such purposes, to enter into a compromise or refer the dispute to arbitration or

abandon any claim or submit to judgment or become non-suited in all such proceedings whether pending or not.

33. This Power of Attorney given under my/our hand is irrevocable by me/us during the tenure of my/our Portfolio Account with the Portfolio Manager, in accordance with the terms and conditions of such portfolio(s) /scheme(s)/ statutory regulations.

AND GENERARLLY to do, perform and execute all such other acts, deeds, instruments, matters and things for and on behalf of me/us as may be necessary, proper or expedient to be done and in and about the premises as fully and effectually to all intents and purposes as I/we would do if personally present and I/we ratify and agree to ratify and confirm whatsoever the Attorney shall lawfully do or cause to be done by virtue of these presents.

AND it is hereby clarified and declared that the Attorney being a body corporate the powers here-in-above granted may be exercised by any of its agents or employee to whom the Attorney may delegate any of the powers aforesaid and accordingly the Attorney may appoint and remove any sub agent or attorney from time to time as it may consider appropriate.

This Power of Attorney will be in full force and effect till (i) revoked by the Client with the consent of Portfolio Manger or (ii) the Agreement terminates; whichever is earlier.

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 on 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 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 validity of this power of attorney from 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 agree covenants and confirm that all and whatsoever has been or shall be done lawfully and in accordance with these presents shall be binding on me/us, our successors and assigns and shall not be assailed, challenged, questioned or disputed by me/us provided all acts done are within the parameters of the Agreement.

And the Client shall not be entitled to hold Portfolio Manager responsible or liable in any manner whatsoever or claim any damages, losses or other amounts on account of the exercise of such discretion by Portfolio Manager or any decision taken by Portfolio Manager with regard to services provided under the Agreement.

And this Power of Attorney above shall continue to subsist after the demise/dissolution of the Client for a period of 30 days from the date on which Portfolio Manager is informed of the death/dissolution f 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.

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

IN WITNESS WHEREOF I/We hereunder set my/our hand(s) on this ..... day of ....., 20..... at .....

Names	Signature of Client/s / Authorised Signatory
1. ....	 .....
2. ....	 .....
3. ....	 .....

Witness for the Client (Name & Address)	Signatures of Witness
1. ....	.....
2. ....	.....

We Accept  
**For Kedia Shares & Stocks Brokers Limited**

Authorized Signatory



**SCHEDULE 2  
INVESTMENT STRATEGY**

S. No.	Strategy/Portfolio Name	Universe of Investment
1.	Kedia Shares & Stocks Brokers Limited - PMS	Multi Cap: Stocks comprise top 1000 by market capitalization on BSE

Investment Restrictions (if any particular Stock/industry)

Attach separate Sheet, if necessary)

**Notes:**

- a) The Portfolio Manager will try to ensure the desired proportion if any given by the client through rebalancing the Portfolio at appropriate times to the maximum possible extent. However actual proportion may be changed/ differ from desired proportion due to market forces or any other unforeseen reasons. The Portfolio Manager cannot be held liable for not maintaining the desired proportion of investments between different strategies at any point of time.
- b) For the purpose of investments, only stocks with minimum 6-8 quarters of past financial performance will be considered. This information will be obtained from capital line database or such other database of similar kind.
- c) For the purpose of definition Large Cap means Stocks comprising the top 100 by market capitalization on BSE as obtained by such database mentioned above. Mid Cap means Stock comprising next 100 by market capitalization on BSE and Small Cap means all stocks between 200 to 500 largest companies by market capitalization on BSE. Also for the purpose of determining top stocks by market capitalization, PSU sector companies and certain other companies having any corporate governance issues shall be excluded first.



Name & Sign of First Sole  
Holder/Authorized Signatory



Name & Sign of Second Sole  
Holder/Authorized Signatory



Name & Sign of Third  
Holder/Authorized Signatory

**For Kedia Shares & Stocks Brokers Limited**

Authorized Signatory

## Global Tax Information for Individual Accounts

### SECTION I- Basic details

1.1	Full name of Client	
1.2	Nationality	
1.3	Passport Number of Client	
1.4	City of birth	
1.5	Country of birth	

### SECTION II- Particulars of 'Tax Residency Status'

2.1	I am resident in India for tax purpose	<input type="checkbox"/> Yes <input type="checkbox"/> No
If the answer to 2.1 is No, then please provide your answers to 2.2 and 2.3 otherwise proceed to Section III		
2.2	Country of Residence for tax purpose	
	Address for Communication	
	City	
	Pin Code	
	Address Type	<input type="checkbox"/> Residential <input type="checkbox"/> Business
	Tax Identification Number allotted by tax authorities in country of tax residency (Provide TIN or its functional equivalent in your country of residence)	
2.3	I am tax resident in more than one country	<input type="checkbox"/> Yes <input type="checkbox"/> No
If the answer to 2.3 is Yes, then please provide your answers to 2.4 otherwise proceed to Section III		
2.4	Tax identification Number allotted by tax authorities in Second country of tax residency (Provide TIN or its functional equivalent in your second country of residence)	

### SECTION III - Declaration

We agree to notify Kedia Shares & Stocks Brokers Limited within 30 days of any change in our 'Tax Residence Status' for income tax purposes as stated above.

We agree to indemnify Kedia Shares & Stocks Brokers Limited in respect of any false or misleading information regarding our 'Tax Residency Status' being furnished to Kedia Shares & Stocks Brokers Limited.

Signature 

Date:

Place:

### Global Tax Information for Entity Accounts

In terms of Foreign Account Tax Compliance Act (FATCA), a US federal law and Multilateral Competent Authority Agreement (MCAA), statutorily mandated in India, each Client is required to disclose the "Tax Residency Details" and their "Controlling Persons" for such entities investing in the Indiana Financial markets.

"Controlling Persons" are natural persons who exercise control over an entity and includes its beneficial owners. Such "Controlling Persons/ Beneficial Owners" may be acting alone or collectively or through one or more juridical person and exercise control through ownership ultimately leading to a controlling interest/entitlements to:

1. More than 25% of share or capital or profits of the entity where it is a company;
2. More than 15% of the capital or profits of the entity where the entity is a partnership;
3. More than 15% of the property or capital or profits of the entity where it is an unincorporated association or body of individuals.
4. More than 15% of the capital or profits of the entity where the entity is a trust and the Controlling Persons may include the Settlor, trustees, protector, beneficiaries or a class of beneficiaries.
5. More than 15% of the capital or profits where there is a legal arrangement (other than a trust). Where there is no identifiable natural person then the person who holds position of senior managing person shall be deemed to be the Controlling Person.

#### SECTION I - Basic details of the Entity

1.1	Full Name of the Entity	
1.2	Entity Registration Number	
1.3	Country of Registration of entity	
1.4	Nature of Business	<input type="checkbox"/> Manufacturing <input type="checkbox"/> Finance/Investment <input type="checkbox"/> Services <input type="checkbox"/> Consultants <input type="checkbox"/> Trading <input type="checkbox"/> Others (Please specify) _____

#### SECTION II- Particulars of 'Tax Residency Status' of the Entity

2.1	Tax identification Number allotted by tax authorities in country of tax residency (Provide TIN or its functional equivalent or Company Identification Number or Global Entity Identification Number in your Country of residence)	
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#### Disclosure on Controlling Person of the Entity (use multiple sheets of this disclosure where needed)

#### SECTION III- Basic details of the Controlling Person of the Entity

Details of each controlling person of the Entity, confirming countries of tax residency/ permanent residency/ citizenship and Tax Identification Numbers for EACH controlling person. (To be filled by each controlling person of reporting entity separately)		
3.1	Name	
3.2	Father's name (mandatory if PAN not provided)	
3.3	Nationality	
3.4	Passport Number	
3.5	City of birth	
3.6	Country of birth	
3.7	Occupation type	<input type="checkbox"/> Service <input type="checkbox"/> Business <input type="checkbox"/> Others _____ (please specify)
3.8	% of beneficial interest	

**SECTION IV- "Tax Residency Status" of the Controlling Person of the Entity**

4.1	I am resident in India for tax purposes	<input type="checkbox"/> Yes <input type="checkbox"/> No
If the answer to 4.1 is NO, then please provide your answers to 4.2 and 4.3 otherwise proceed to Declaration.		
	Tax Residence Country Name	
	Address	
	City	
	PIN Code	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>
	Address Type	<input type="checkbox"/> Residential <input type="checkbox"/> Business
4.2	Tax Identification Number (or its equivalent in your country of residence) allotted by the tax authorities	
4.3	I am tax resident in more than one country	<input type="checkbox"/> Yes <input type="checkbox"/> No
If the answer to 4.3 is YES, then please provide your answers to 4.4 otherwise proceed to Declaration		
4.4	Tax identification Number (or its equivalent) allotted by tax authorities in second country of tax residency	

**SECTION V - Declaration**

We agree to notify Kedia Shares & Stocks Brokers Limited within 30 days of any change in our 'Tax Residence Status' for Income tax purposes as stated above.

We agree to Indemnify Kedia Shares & Stocks Brokers Limited in respect of any false or misleading information regarding our 'Tax Residency Status' being furnished to Kedia Shares & Stocks Brokers Limited.

Signature 

Date:

Place:

**SCHEDULE 4**

**Letter From Clients For Receipt of Statements,  
Reports & Documents Via E-Mail**

Date:

To,

**Kedia Shares & Stocks Brokers Limited**

Dear Sir/s,

I/We hereby consent to receive all statements, reports and other documents as may be issued by Kedia Shares & Stocks Brokers Limited in respect of my/our Portfolio Management Services account(s) including but not limited to reports as mentioned under Regulation 21 of SEBI (Portfolio Managers) Regulations, 1993, in electronic form. For the purpose, to any of my below mentioned email ID's:

Email account - (1)
Email account - (2)

I/We hereby agree that Kedia Shares & Stocks Brokers Limited shall fulfill its legal obligation. If the above statements, reports and other documents are sent electronically tot any of the said email accounts.



Name & Sign of First Sole  
Holder/Authorized Signatory



Name & Sign of Second Sole  
Holder/Authorized Signatory



Name & Sign of Third  
Holder/Authorized Signatory



**ANNEXURE - 1**

**Declaration to be signed by the proprietor of Sole Proprietorship Firm  
(TO BE GIVEN ON LETTERHEAD OF THE FIRM)**

Date:

To,

**Kedia Shares & Stocks Brokers Limited**

Dear Sir/s,

We refer to the PMS account opened by you in name of M/s. ....  
..... (name of the Firm) and declare as under:

I ....., am the sole proprietor of the Firm ..... and am solely responsible for the liabilities incurred by the said firm. I shall intimate you in writing of any change that takes place in the constitution of the firm and will be liable to you for any obligation, which may be standing in the firm's name in your books until all such obligations have been liquidated.

Yours truly,

Signature

(Sign with stamp of firm)

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**ANNEXURE - 2**

**Declaration by Karta**

Date:

To,

**Kedia Shares & Stocks Brokers Limited**

Dear Sir/s,

Details of our HUF and all its co-parceners are stated as under:

S. No.	Name	Date of Birth	Relationship	Signature

If needed attached extra sheets

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

Thanking You,

Yours truly,

(Name & Signature of Karta with the appropriate Karta stamp)

Pls. attach Birth certificates in case of minor members.

**ANNEXURE - 3**

**Declaration to be signed by the all partners of Partnership Firm  
(TO BE GIVEN ON LETTERHEAD OF THE FIRM)**

Date:

To,  
**Kedia Shares & Stocks Brokers Limited**

Dear Sir/s,

We hereby authorize the following partners to open a Portfolio Management Services Account with Kedia Shares & Stocks Brokers Limited and to act and sign such documents that may be necessary in connection with the opening and operation of the said account on behalf of the firm.

Name of the Partners	Specimen Signature
1. _____	
2. _____	
3. _____	
4. _____	

Thanking you,  
Yours faithfully,

Signature of all Partners  
(Sign with stamp of firm)

**ANNEXURE - 4**

**Specimen copy of the resolution to be passed by Corporate/ Trust/ Society  
(TO BE GIVEN ON THE LETTERHEAD OF THE CORPORATE/ TRUST/ SOCIETY)**

Resolved that the company be registered with Kedia Shares & Stocks Brokers Limited as a client to avail of Portfolio Management Services.

Resolved further that the Portfolio Investment Management Agreement alongwith the Power of Attorney annexed thereto be and is hereby executed empowering Kedia Shares & Stocks Brokers Limited to act as Portfolio Manager so as to deal with acquisition, subscription, purchase and sale of or otherwise dealing in various marketable securities as per the terms of the said Portfolio Investment Agreement and the said Power of Attorney.

Resolved further that on behalf of the Company/Trust/Society, any of the following person(s) whose specimen signature(s) are attached herewith be and is/are hereby authorized to execute and sign the Agreement and Power of Attorney, Application Forms and such other documents as may be necessary for the opening and operation of the Portfolio Management account and the depository account on behalf of the Company/Trust/Society, and the common seal of the Company/Trust/Society be affixed thereto, wherever necessary in the presence of Mr. .... Director/ Trustee/Secretary of Company/Trust/Society.

S. No.	Name of the Authorised Signatory	Specimen Signature

Certified to be true

Signed  
(Chairman/Director/Company Secretary/  
Executive Trustee/Secretary of Society)

**ANNEXURE - 5**

**DECLARATION TO BE OBTAINED FROM CORPORATE/ SOCIETY/ TRUST  
(TO BE OBTAINED ON THE LETTERHEAD OF THE CORPORATE/ SOCIETY/ TRUST)**

Date:

To,

**Kedia Shares & Stocks Brokers Limited**

Dear Sir/s,

We hereby declare and confirm that \_\_\_\_\_ (name of the Corporate/Society/ Trust) has full power, capacity and authority to avail Portfolio Management Services rendered by Kedia Shares & Stocks Brokers Limited

We further declare that \_\_\_\_\_ name of the Corporate/Society/ Trust) has obtained all necessary approvals / permissions/licenses whether internal or external or of the relevant statutory authorities for the purpose of availing the Portfolio Management Services rendered Kedia Shares & Stocks Brokers Limited.

We further agree to indemnify and keep indemnified Kedia Shares & Stocks Brokers Limited from and against all losses, claims, liabilities, penalties, demands expenses, costs actions, proceedings incurred by the Portfolio Manager pursuant to or connected with or arising in any manner out of any mis-representation on the part of \_\_\_\_\_ ) name of the Corporate/Society/Trust) in any manner whatsoever.



Name & Sign of First Sole  
Holder/Authorized Signatory



Name & Sign of Second Sole  
Holder/Authorized Signatory



Name & Sign of Third  
Holder/Authorized Signatory

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KEPT BLANK**

**Declaration for Ultimate Beneficial Ownership (UBO)**  
**Annexure-6 (Mandatory for Non-individual Applicants/Investors)**

This declaration is not needed for Companies that are listed on any recognized stock exchange or is a subsidiary of such listed Company or is Controlled by such Listed Company.

**A. Applicant details:**

Applicant Name:

PAN

**B. Category (tick applicable category)**

- Unlisted company of individuals Will  
 Partnership firm  
 Limited Liability Partnership  
 Unincorporated Association/body of individuals  
 Public Charitable Trust  
 Religious Trust  
 Private Trust/Trust created by a Will  
 Others \_\_\_\_\_ (Please specify)

**C. Details of Ultimate Beneficial Owners (if the given space below is not adequate, please attach multiple declaration forms).**

S. No.	Name of Beneficial Owners (Natural Persons/Listed company with non controlling interest)	PAN (for residents/NBRIs ID proof (Foreign /PAN Exempt Individuals) Nature of Ownership	Type of Beneficial Ownership (Control or Benefit directly or indirectly through a chain of controls or ownerships)
		PAN <input type="text"/> ID Proof _____ Nature _____	<input type="checkbox"/> 25% control of company <input type="checkbox"/> 15% control of Partnership/LLP/ Trust/AoP/BoI
		PAN <input type="text"/> ID Proof _____ Nature _____	<input type="checkbox"/> 25% control of company <input type="checkbox"/> 15% control of Partnership/LLP/ Trust/AoP/BoI
		PAN <input type="text"/> ID Proof _____ Nature _____	<input type="checkbox"/> 25% control of company <input type="checkbox"/> 15% control of Partnership/LLP/ Trust/AoP/BoI
		PAN <input type="text"/> ID Proof _____ Nature _____	<input type="checkbox"/> 25% control of company <input type="checkbox"/> 15% control of Partnership/LLP/ Trust/AoP/BoI
		PAN <input type="text"/> ID Proof _____ Nature _____	<input type="checkbox"/> 25% control of company <input type="checkbox"/> 15% control of Partnership/LLP/ Trust/AoP/BoI

We acknowledge and confirm that the information provided above is/are true and correct to the best of my/our knowledge and belief. In case any of the above specified information is found to be false or untrue or misleading or misrepresenting. I/We aware that I/We may liable for it. I/We hereby authorize sharing of the information furnished in this form with all SEBI Registered Intermediaries and they can rely on the same. Incase the above information is not provided, it will be presumed that applicant is the ultimate beneficial owner, with no declaration to submit in such case, the concerned SEBI registered intermediary reserves the right to reject the application or reverse the allotment of unit, if subsequently it is found that applicant has concealed the facts of beneficial ownership. I/We also undertake to keep you informed in writing about any charges/ modification to the above information in future and also undertake to provide any other additional information as may be required at your end.

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

**Authorized Signatory**  
(with Company/Trust/ Firm /Body Corporate seal)

**BACKGROUND**

Pursuant to SEBI master circular vide ref. No. CIR/SD/AML/3/2010 dated December 31, 2010 on anti moneyl6 laundering standards and guidelines on identification of Beneficial Ownership issued by SEBI vide its circular ref. No. CIR/MIRSD/2/2013 dated January 24, 2013, investors (other than individuals) are required to provide details of Ultimate Beneficial Owner(s) (UBC(s) and submit proof of identity ( viz. PAN with photograph or any other acceptable proof of identity prescribed in common KYC form) of UBO(s).

The Ultimate Beneficial Owner means:

**For Investor other than Trust:**

A 'Natural Person' who whether acting alone or together or through one or more judicial person, exercises control through ownership or who ultimately has a controlling ownership interest.

Controlling ownership interest means ownership of /entitlements to:

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

In cases where there exists doubt as to whether the person with the controlling ownership interest is the beneficial owner or where no natural person exerts control through ownership interests, the identity details should be provided of the natural person who is exercising control over the juridical person through other means (i.e. control exercised through voting rights, agreement, arrangements or in any other manner). However, where no natural person is identified, the identity of the relevant natural person who holds the position of senior managing official should be provided.

**For Trust:**

The settler of the trust, the trustees, the protector, the beneficiaries with 15% or more of interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control of ownership.

**Exemption in case of listed companies:**

The provision w.r.t. Identification of UJBO are not applicable to the investor or the owner of the controlling interest is a company listed on a stock exchange or is a majority owned subsidiary of such a company.

**Applicability for foreign investors:**

The Identification of beneficial ownership in case of Foreign Institutional Investors (FIIs), their sub-accounts and Multilateral Funding Agencies/ Bodies Corporate incorporated outside India with the permission of Government of India/Reserve Bank of India may be guided by the clarifications issued vide SEBI circular CIR/MIRSD/11/2012 dated September 5, 2012.

## PMS ACCOUNT OPENING DOCUMENTS CHECKLIST

### Resident Individuals

1. Identity Proof Self Attested copy of PAN Card (Compulsory for all applicants)
2. Address Proof: Self Attested copy of any one of the following (For all applicants): 
  - a) Valid Passport
  - b) Electricity Bill (Not more than two months old)
  - c) Driving License,
  - d) Landline Telephone Bill (Not more than two months old)
  - e) Voter ID Card
  - f) Bank Pass Book/ Original Bank Statement (Not more than two months old)
3. Recent Photograph of all applicants
4. Cancelled cheque leaf (with account holder's name printed on it) of the mandated Bank A/c.

### Non resident Individuals (NRI) /PIO

1. Identity Proof: Copy of PAN Card (Compulsory for all applicants)
2. Copy of Valid Indian Address Proof (Any one of the following): 
  - a) Photocopy of valid passport mentioning the Indian address
  - b) Photocopy of valid driving License
  - c) Photocopy of Landline Telephone Bill of Pvt. & Public operators - not exceeding 2 months prior to date of a/c opening.
  - d) Photocopy of electricity bill- not exceeding 2 months prior to date of a/c opening
  - e) Photocopy of Bank pass book or Original Bank a/c. statement- not exceeding 3 months prior to date of a/c opening (Name and A/c. No. should be printed on pass book)
  - f) Photocopy of voter ID
3. Copy of Valid Overseas Address Proof (Any one of the following): 
  - a) Photocopy of valid passport mentioning the overseas address
  - b) photocopy of Utility Bill- Landline Telephone or Electricity bill (not more than three month old)
  - c) Photocopy of overseas bank statement- not more than 2 months old.
  - d) Photocopy of valid driving License
  - e) Photocopy of overseas Govt. issued ID Card
  - f) Photocopy of valid bank statement or passbook of an NRI a/c. with any bank- not more than 2 months old.
4. Copies of Visa (with immigration stamp) & Passport
5. Recent Photograph of all applicants
6. Cancelled cheque leaf (with account holder's name printed on it) of the mandated bank A/c.
7. RBI approval letter, if any
8. A declaration to complied and continue to comply with FEMA regulation
9. PIO card copy, in case of PIO (Person of Indian Origin)

#### Note:-

In case of NRI/PIO, photocopies of the KYC documents and PAN card is attested by any of the entities viz. Notary Public, Court, Magistrate, Judge, Local Banker, Indian Embassy/ Consulate General of the country where NRI/FN is residing (outside India); and the attestation is to the effect that it has been verified with the originals.

### Non-Individuals

#### 1) Sole Proprietorship Firm

1. PAN Card of sole proprietor
2. Proof of Address of sole proprietor
3. Recent Photograph of sole proprietor
4. Declaration by the sole proprietor as per Annexure 1 (On the letter head of the Firm duly signed & stamped).
5. Cancelled cheque leaf (with account holder's name printed on it) of the mandated bank A/c.

#### 2) HUF

1. Pan Card copy of HUF and Karta
2. Poof of Address of Karta

3. Recent Photograph of Karta
4. Declaration \* List of all members of HUF as per Annexure 2 (signed & Stamped by Karta)
5. Birth Certificates of Minor members of HUF.
6. All signatures should be done by Karta along with the rubber stamp of HUF
7. Cancelled cheque leaf (with account holder's name printed on it) of the mandated Bank A/c.

### 3) Partnership Firm

1. Pan Card Copy of Partnership Firm and all of Partners
2. Proof of Address of Firm and of all Partners
3. List of all Partners along with their Photographs (on the letter head of the firm- duly signed by authorized signatory/Managing Partner
4. Declaration as per annexure 3 (on the letter head of the firm- duly stamped and signed by all Partners)
5. Copy of Partnership Deed duly certified as true by the Managing Partner
6. Copy of registration certificate duly certified as true by the Managing Partner
7. Cancelled cheque leaf (with account holder's name printed on it) of the mandated bank A/c.

### 4) Corporates

1. Certified true copy of Memorandum and Article of Association
2. Certified true copy of Certificate of Incorporation
3. Certified copy of Board Resolution as per Annexure 4
4. Declaration as annexure 5 (on the letter head of the Company- duly stamped and signed by Authorised Signatory/ies
5. List of all authorized signatories with their specimen signatures, along with their photographs (on the letter head of the company- duly signed by Company/Secretary/Managing Director/Whole-Time Director)
6. List of Directors as on date (on the letter head of the Company- duly stamped and signed by Authorised Signatory/ies
7. Copy of Duly Attested PAN card and Proof of Address of the Company
8. Self Attested Copy of PAN card and Proof of Address of the Whole Time Directors and all Authorised Signatories
9. Cancelled cheque leaf (with account holder's name printed on it) of the mandated bank A/c.

Note: For Proof of Address in case of Corporate, any one of the following can be submitted:

- a. Any document electronically registered with (ROC), along with copies of challans of payments made to ROC and Verification of the details viz. name of Client, company identification number and address on the website of Ministry of Corporate Affairs viz. <http://www.mca.gov.in> and to keep a copy of screen shot.
- b. Leave and License agreement/Agreement for sale (Registered)
- c. Bank Statement
- d. Telephone bill, Electricity bill (Max two months old)

### 5) Trust

1. Certified true copy of Registered Trust Deed
2. Certified true copy of Certificate of Registration
3. Certified true copy of Board Resolution as per Annexure 4



