

APPLICATION FORM

Valid upto Six months from the date of franking

CLIENT CODE

Client Name _____



BANHEM SECURITIES PVT LTD

Portfolio Manager

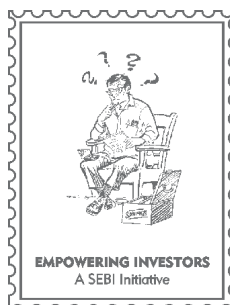
SEBI Registration No.: INP000003989

Registered Office:


312, Veena Chambers, 21 Dalal Street, Mumbai 400 001

Tel: +91 22 2262 2200, +91 22 4022 0999 Fax: +91 22 2261 2493

E-mail: info@banhem.in For Investor Compliance: reachus@banhem.in • www.banhem.in



Checklist for PMS Application Form

Client has to sign at all places marked 

- Please fill up the form in BLOCK Letters.
- Please write the name of Client as mentioned on the PAN Card.
- Please countersign any overwriting.
- If any information required to be given, does not fit in the form, an Annexure may be used.
- Information tendered herein shall be kept confidential unless required by the Exchange, SEBI or any statutory body or authority or except with the express permission of client.
- Original documents of the photocopies will be required for verification at the time of submission of the application.

Documentary requirements - Mandatory

(Self certified copies of the following documents are required after due verification with the originals)

Type of Documents	Documents Required	PMLA / FIU Requirements
Proof of Identity	Copy of PAN Card	Officially valid document like Passport, driving license, Voter's Identity Card issued by the Election Commission of India, PAN card
Proof of Address (Any One)	Passport/ Voter ID / Driving License/ Bank Passbook or statement / Ration Card / Telephone Bill / Electricity Bill.	
Proof of Bank	Copy of cancelled cheque containing preprinted name of the client and IFSC code. In case the cancelled cheque does not contained the name of the client and/or IFSC code, extra documentary proof from the bank for the same.	
Proof of Demat	Demat Master copy issued by the DP bearing DP Stamp / recent holding statement containing the demat account number and name of the client	
Financial details (Any One)	<ul style="list-style-type: none">• Copy of ITR Acknowledgement• Copy of Annual Accounts• Copy of Form 16 incase of Salary Income• Net Worth Certificate• Bank Account Statement for Last six months• Recent Demat account holding statement• Any Other relevant documents substantiating ownership of Assets.	

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APPLICATION FORM

TO BE FILLED IN CAPITAL LETTERS

Form No.

1. APPLICANTS' PHOTOGRAPHS

First / Sole Applicant / Guardian

Affix your recent
passport size
photograph and sign
across the same

Designation
(In case of
Non-individual)

Second Applicant

Affix your recent
passport size
photograph and sign
across the same

Third Applicant

Affix your recent
passport size
photograph and sign
across the same

Nominee

Affix your recent
passport size
photograph and sign
across the same

Designation
(In case of
Non-individual)

Guardian (In case nominee is a Minor)

Affix your recent
passport size
photograph and sign
across the same

Place

Date

2. SOLE / FIRST APPLICANT'S DETAILS

Name of First Applicant Mr. / Ms. / M/s.

Existing Client Code, if any PAN Residential Status: ☐ Resident ☐ NRI Nationality: ☐ Indian ☐ Others _____

Name of Parent / Guardian (in case of minor) Mr. / Ms. / M/s.

Bank Name Branch Bank Address Bank Tel. Account Type: ☐ Current ☐ Savings ☐ NRI ☐ _____Bank Account No. A/c. Opening Date MICR Code IFSC Code (For NEFT / RTGS)

2. SOLE / FIRST APPLICANT'S DETAILS Contd.....

Nature of Occupation / Business:

<input type="checkbox"/> Private Sector Service	<input type="checkbox"/> Government Service	<input type="checkbox"/> Business
<input type="checkbox"/> Student	<input type="checkbox"/> Professional	<input type="checkbox"/> Farming
<input type="checkbox"/> Public Sector Service	<input type="checkbox"/> Retired	<input type="checkbox"/> Forex Dealer
<input type="checkbox"/> Housewife	<input type="checkbox"/> Others	

Brief Details of Occupation / Business _____

If the following is additionally applicable: ☐ Civil Servant ☐ Politician
☐ Current / Former MP / MLA / MLC / Head of State

Income Details p.a.: ☐ Upto ₹ 25 Lakhs ☐ ₹ 25 Lakhs to ₹ 1 Crore ☐ ₹ 1 Crore to ₹ 5 Crore
☐ ₹ 5 Crore & above

TDS (TAN) Account No. (Mandatory for Non - Individual Applicants)

[illegible]

Name of Second Applicant Mr. / Ms. / M/s.

[illegible]

Residential Status: ☐ Resident ☐ NRI **Nationality:** ☐ Indian ☐ Others _____

[illegible]

Name of Parent / Guardian (in case of minor) Mr. / Ms. / M/s.

Bank Name		Branch	
-----------	--	--------	--

Bank Address	
--------------	--

Bank Tel. **Account Type:** ☐ Current ☐ Savings ☐ NRI ☐ _____

Bank Account No.

A/c. Opening Date

[illegible]

Nature of Occupation / Business:

<input type="checkbox"/> Private Sector Service	<input type="checkbox"/> Government Service	<input type="checkbox"/> Business
<input type="checkbox"/> Student	<input type="checkbox"/> Professional	<input type="checkbox"/> Farming
<input type="checkbox"/> Public Sector Service	<input type="checkbox"/> Retired	<input type="checkbox"/> Forex Dealer
<input type="checkbox"/> Housewife	<input type="checkbox"/> Others	

Brief Details of Occupation / Business _____

4. CONTACT DETAILS

Residence Address (Foreign Address in case of NRI)* _____

<input type="text"/>	<input type="text"/>	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>	<input type="text"/>
City	State	Pin	Country

Office Address (Foreign Address in case of NRI / FII Applicants)

<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
City	State	Pin				Country	

Preferred Mailing: ☐ Address ☐ Residence Office

Permanent Address (If Different from above two addresses)

<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
City	State	Pin				Country	

* P.O. Box Number alone is not sufficient.

Tel. No.:

--	--	--	--

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

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

STD Code Residence Office Mobile

Mobile

Fax								Email										

5. OTHER DETAILS

Overall Investment Goal: ☐ Capital Appreciation ☐ Regular Income ☐ Both Risk Profile ☐ Conservative
☐ Moderate ☐ Moderately Aggressive ☐ Aggressive

Investment Experience in Securities _____

Approximate Time Period for Investment with us:

--	--

 Years

6. DEMAT ACCOUNT DETAILS

Depository Participant

Address:

City

State

Pin

Country

DP ID

Your ID

7. PORTFOLIO CHOICE

☐ ☐ ☐

8. FOR NON-INDIVIDUALS ONLY

Legal Status:

☐ Partnership Firm

☐ FII

☐ Society

☐ AOP/BOI

☐ Banks

☐ FI

☐ Trust

☐ Company/body Corporate

☐ HUF

☐ Government Organization

☐ Non-Government Organization

☐ Defence Establishment

☐ Others

Date of Incorporation / Registration

Annual Income / Net Worth (Last 3 Years)

Year 20

☐ Upto ₹ 25 Lakhs

☐ ₹ 25 Lakhs to ₹ 1 Crore

☐ ₹ 1 Crore to ₹5 Crore

☐ ₹5 Crore & above

Year 20

☐ Upto ₹ 25 Lakhs

☐ ₹ 25 Lakhs to ₹ 1 Crore

☐ ₹ 1 Crore to ₹5 Crore

☐ ₹5 Crore & above

Year 20

☐ Upto ₹ 25 Lakhs

☐ ₹ 25 Lakhs to ₹ 1 Crore

☐ ₹ 1 Crore to ₹5 Crore

☐ ₹5 Crore & above

9. NOMINATION

Nominee's Name (Mr. / Mrs. / Master)

Relation

Date of Birth

Guardian Name (In case of Minor Nominee)

Address of Nominee / Guardian

City

State

Pin

Country

10. DECLARATION

The particulars and various other details furnished above are true to best of my / our knowledge and belief. I / We further agree to inform any additional details that may be required for better & efficient execution & performance of my / our Privilege Account. I / We have received the Disclosure Document Provided by the Portfolio Manager at least 2 days prior to entering into Portfolio Management Agreement. I / We have read and understood the terms and conditions of the Disclosure Document as well as the Portfolio Management Services Agreement and undertake to abide with the provisions of the same. I / We do not have access to un- published price sensitive information in any body Corporate. **(Please Note Below)**. I / We hereby declare that the amount invested in the same is through legitimate sources / channel only and does not involve and is not designed for the purpose of any contravention or evasion of any Act, Rules, Regulations. Notifications or Directions of the provisions of Income Tax Act, Prevention of Money laundering Act, Anti Corruption Act or any other applicable laws enacted by the Government of India or any Statutory Authority from time to time.

Additional Declaration applicable to NRIs Only:

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

Note: Please furnish list of any such body corporate in the relevant section provided subsequently, if your statement is affirmative.

Place:

Date

First / Sole Applicant

Second Applicant

Third Applicant

1. EXPENSE STRUCTURE

Entry Load	Management Fee (p.a.)	Exit Load (If redeemed within 1 year from the date of the agreement)	Activation Charge	Custody And Transaction Charge	STT, Brokerage and Service Tax
Nil	2.00% upon inception	Redemption: 1.25% on the redemption amount	₹ 1000/- (one time)	As applicable	As applicable

Profit structure is subject to change on a prospective basis with the written consent of the client.

2. SHARE OF PROFIT STRUCTURE

Return Generated	Particulars
Initial Return up to 15 % p. a. on the Capital Contribution	NIL
Return in excess of 15 % p. a. on the Capital Contribution	20%

Expense structure is subject to change on a prospective basis with the written consent of the client.

3. EXPENSE STRUCTURE - ILLUSTRATIONS

The following computation is for illustrative purpose only. These illustrations are provided to enable the Investors to understand the levy of various applicable charges on the investment in the Portfolio on a sample of Rs. 10 Lakhs considering that the frequency of computing all the fees are on annual/ actual basis.

Nature of Fees	Amount in ₹
Capital Contribution	1000000.00
Less : Entry Load	0.00
Less : Account Opening Charges	1000.00
Less : Management Fees (@ 2 % p.a.)	20000.00
Assets Under Management	979000.00
Add : Profit on Investment say 20% on AUM	195800.00
Gross Value of the Portfolio at the end of the year	1174800.00
Less : Brokerage/ DP/ Transaction /Custody / STT (Note 1)	20000.00
Less : Service tax as applicable on Charges (Note - 2)	2000.00
Net value of Portfolio at the year end	1152800.00

Calculation of Share of Profit:	Amount in ₹
Gross Profit	195800.00
Less : Expenses (all)	43000.00
Net Profit	152800.00
Less : 15% of the Capital Contribution (10,00,000)	150000.00
Balance available for sharing	2800.00
share of profit (20 % of 2800)	560.00
Calculation of Return and net value for the next year	
Capital Contribution	1000000.00
Net return for the year	152800.00
% of Return	15.28
Share of Profit	560.00
Carried forward for the next year	1152240.00

Note 1: Adhoc Value taken for understanding purpose only.

Note 2: Service tax will be charged on taxable services. The adhoc value taken for understanding purpose only.

Frequency of charges

Management Fees:	Charged at the time of Investment and additional Investment every year
Custody/ Transaction / STT / Brokerage:	Charged as and when transaction takes place
Profit Sharing:	Half year basis 30th Sept. and 31st March.
Service TAX & Other Taxes / Levies:	As applicable

SIGNED SEALED AND DELIVERED by within named Client(s)

Clients to write the below mentioned complete sentence in their own handwriting:
"I have understood the fees/charge structure of the mentioned portfolio"

	First Applicant	Second Applicant	Third Applicant
Name	<hr/> <hr/> <hr/>	<hr/> <hr/> <hr/>	<hr/> <hr/> <hr/>
Pan No.	<hr/>	<hr/>	<hr/>
Signature	<hr/>	<hr/>	<hr/>

Schedule III

• RISK PROFILER • (Please ✓)

What is your age? (Not applicable for non-individuals)

1. 60 years and above ☐
2. 50 to 60 years ☐
3. 40 to 50 years ☐
4. 30 to 40 years ☐
5. 20 to 30 years ☐

What is your Monthly Income?

1. Rs. 10,000 to Rs. 20,000 ☐
2. Rs. 20,000 to Rs. 30,000 ☐
3. Rs. 30,000 to Rs. 40,000 ☐
4. Rs. 40,000 to Rs. 50,000 ☐
5. Rs. 50,000 and above ☐

Do you have liabilities for which you pay EMI?

1. EMI is 70% of my income ☐
2. EMI is 50% of my income ☐
3. EMI is 30% of my income ☐
4. EMI is 10% of my income ☐
5. No liabilities ☐

How much are you insured?

1. Not insured ☐
2. 20% of my liabilities ☐
3. 40% of my liabilities ☐
4. 60% of my liabilities ☐
5. More than 60% of my liabilities ☐

Your score:

How much loss can you take in your portfolio per month?

1. less than 1% ☐
2. 1% to 3% ☐
3. 3% to 5% ☐
4. 5% to 7% ☐
5. 7% and above ☐

What is your return expectation from the portfolio in the worst and best market condition?

1. Best: 15% to 20%, Worst: 7% to 10% ☐
2. Best: 20% to 30%, Worst: 10% to 15% ☐
3. Best: 30% to 50%, Worst: 15% to 20% ☐
4. Best: 50% to 60%, Worst: 20% to 25% ☐
5. Best: 60% to 75%, Worst: 25% and above ☐

Do you have

1. Savings only ☐
2. Insurance & savings ☐
3. Insurance, savings, fixed deposits ☐
4. Insurance, savings, fixed deposits, mutual funds ☐
5. Insurance, savings, fixed deposits, mutual funds & stocks ☐

Scoring: If your answer is 1, you score 1 point, if your answer is 2, you score 2 points, & so on & so forth.

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7 to 10	11 to 14	15 to 21	22 to 28	29 to 35
Risk Profile 1	Risk Profile 2	Risk Profile 3	Risk Profile 4	Risk Profile 5
Very Conservative	Conservative	Moderate	Aggressive	Very Aggressive



Signature of the Client (First Applicant)

Signature of the Relationship Manager

• DEFINITIONS OF RISK PROFILE •

Risk Profile - Very Conservative

This is suited for investors with very low risk appetite. The portfolio is oriented towards capital protection with minimal risk to principal invested. The portfolio will invest in asset classes with low prevalent risk and allocation of assets would be determined in such a way that in bad market conditions, the risk on principal is minimized.

Risk Profile - Conservative

This is suited for investors with low risk appetite who are willing to expose a portion of their portfolio to asset classes with higher prevalent risk to generate potential higher returns than the "Very Conservative Portfolio". This can expose the principal invested to a higher risk than "Very Conservative Portfolio".

Risk Profile - Moderate

This is suited for investors with average risk appetite who

are willing to expose a meaningful portion of their portfolio to asset classes with higher prevalent risk to generate potential higher returns than the "Conservative Portfolio". This can expose the principal invested to a higher risk than "Conservative Portfolio".

Risk Profile - Aggressive

This is suited for investors with high risk appetite who are willing to expose a large portion of their portfolio to asset classes with high prevalent risk to generate potential higher returns than the "Moderate Portfolio". This can expose the principal invested to a higher risk than "Moderate Portfolio".

Risk Profile - Very Aggressive

This is suited for investors with very high risk appetite who are willing to expose their portfolio to asset classes with very high prevalent risk to generate potential higher returns than the "Aggressive Portfolio". This can expose the principal invested to a very high risk than "Aggressive Portfolio".

PLEASE SIGNED SEALED AND DELIVERED by within named Client(s)

I hereby understand that my risk profile is

☐ Very Conservative ☐ Conservative ☐ Moderate ☐ Aggressive ☐ Very Aggressive

and I have read the disclosure document and I would like to handover to **BANHEM SECURITIES PRIVATE LIMITED** with full understanding of the risks associated. I take complete responsibility and liability of my investment and my investment decision is not influenced by any sales promotion or promise of returns whatsoever.

	First Applicant	Second Applicant	Third Applicant
Name	<hr/> <hr/>	<hr/> <hr/>	<hr/> <hr/>
Signature			

Disclaimer: This document is issued by BANHEM SECURITIES PRIVATE LIMITED and is only for general information purpose and does not serve or replace or amend the terms or nature of any products or services. This document does not constitute any offer, recommendation or solicitation to any person to enter into any transaction or subscribe to any services, nor does it constitute any prediction of likely future movements in rates or prices or any representation that any such future movements will not exceed those shown in any illustration. The recipient (s) of this material alone shall be fully responsible/ liable for any decision taken on the basis of this material. All recipients are advised to make their own investigation, their own independent judgement with respect to any matter contained herein. Appropriate professional advise should be obtained before acting on any information herein. Services discussed herein may not be suitable for all investors.

Statutory Details: BANHEM SECURITIES PRIVATE LIMITED is registered with SEBI as Portfolio Manager.

Risk Factors: Securities Investments, including derivative investments are subject to market risks and the Portfolio Manager does not in any manner whatsoever assure or guarantee that the investment objectives or goals will be achieved. Past performance of the Portfolio Manager and/ or its affiliates is not indicative of the performance in the future. The Portfolio Manager or any of its associates are not responsible for any loss or shortfall resulting from the operations of the Portfolio Management Service. As with any investments in securities, the value of a portfolio can go up or down depending on the factors and forces affecting the capital markets. The value of a portfolio may be affected by a change in the general market conditions, factors and forces affecting the capital markets and in particular, level of interest rates, trading volumes, margin requirements. The portfolio value may be affected by regulatory requirements, settlement period and transfer procedures. The liquidity of the portfolio investments is inherently restricted by the trading volumes in the securities in which it invests. Investors are not offered any guaranteed/ assured returns. Derivatives including index options are specialized instruments that require an understanding of not only the underlying instrument but of the derivative itself. Derivatives require the maintenance of adequate controls to monitor the transactions entered into and the ability to forecast price or interest rate movement correctly. There is a possibility that a loss may be sustained by the portfolio as a result of the failure of another party (referred to as counter party) to comply with the terms of the derivative contract. Other risks in using derivatives include the risk of mis-pricing or improper valuations of derivatives and the inability of derivatives to correlate perfectly with the underlying assets, rates and indices. BANHEM SECURITIES PRIVATE LIMITED shall not be held liable for incorrect data provided by an independent agency. Please read the Disclosure Document before investing.

DISCRETIONARY PORTFOLIO MANAGEMENT SERVICE AGREEMENT

BETWEEN

BANHEM SECURITIES PRIVATE LIMITED (PORTFOLIO MANAGER)

And

_____(CLIENT)_____(DATED)

THIS DISCRETIONARY PORTFOLIO MANAGEMENT SERVICES AGREEMENT ("Agreement") is made on this

[_____] day of _____ 20____
between **BANHEM SECURITIES PRIVATE LIMITED** a company incorporated under the Companies Act, 1956 and having its Registered Office **312 , VEENA CHAMBERS , 21 DALAL STREET , FORT – MUMBAI - 400 001** . (hereinafter referred to as the "Portfolio Manager", which expression shall unless repugnant to the meaning and the context thereof, be deemed to include its successors and assigns);

and Mr. / Mrs. / Messrs. _____

having its address at _____

(hereinafter referred to as "**client**", which expression shall unless repugnant to the meaning and the context thereof be deemed to include his/its nominees, heirs, executors, administrators, successors and legal representatives and permitted assigns).

WHEREAS:

- A. The Portfolio Manager has obtained registration from the Securities and Exchange Board of India ("SEBI") vide Registration No. **INP000003989** and is duly authorised to provide Portfolio Management Services under the SEBI (Portfolio Managers) Regulations, 1993 any amendments thereto from time to time (hereinafter referred to as the "Regulations") and rules, guidelines, circulars issued under the Securities Exchange Board of India Act, 1992 .
- B. The Portfolio Manager has made available to the Client a copy of the "Disclosure Document" and the Client has read and understood the contents of the same. The Client thereafter agreed to appoint BANHEM SECURITIES PRIVATE LIMITED as its Portfolio Manager to provide Discretionary Portfolio Management Services in accordance with the Terms and Conditions of this Agreement (hereinafter referred to as "Services") and subject to applicable laws and the Regulations.

NOW THIS AGREEMENT WITNESSES AND IT HAS BEEN AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. DEFINITIONS

In this Agreement and Schedules hereunder, the following words and expressions shall, where not inconsistent with the context or meaning thereof, have the following meanings:

- 1.1 'Act' means the Securities and Exchange Board of India Act, 1992 as amended from time to time.
- 1.2 'Agreement' means this Agreement and shall include

all Schedules hereunder.

- 1.3 'Applicable Laws' means the laws of India or where applicable, any political sub-division thereof, and all the rules, regulations, ordinances, notifications and policies notified or promulgated pursuant thereto and modifications thereof in force from time to time and shall include any guidelines, notifications, regulations, policies, procedures that may be framed or issued from time to time by SEBI, RBI, AMFI, as the case may be, or any other regulatory body / authority in India.
- 1.4 'Assets' means (i) the Portfolio and / or (ii) the Funds and all accruals, benefits, allotments, calls, refunds, returns privileges, entitlements, substitutions and / or replacements or any other beneficial interest including dividend, interest, rights, bonus as well as residual cash balances, if any (represented both by quantity and in monetary value) in relation to or arising out of the Portfolio and / or the Funds.
- 1.5 'Authorised Person' means such persons (acceptable to the Portfolio Manager) as may be authorised by the Client in writing to perform and discharge all obligations of the Client hereunder and / or authorised to make any communication under this Agreement for and on behalf of the Client.
- 1.6 'Bank' means any scheduled commercial bank, with which the Portfolio Manager will open and/or operate the Bank Account/s for the purposes of this Agreement.
- 1.7 'Bank Account' means one or more bank accounts opened and/or operated and/or maintained by the Portfolio Manager in the name of the Client on the Client's behalf or a bank account in the name of the Portfolio Manager to keep the Funds of all clients as per the Applicable Laws, where the Funds of the Client will be separately identified for the purpose of this Agreement.
- 1.8 'Business Day' means a day other than (i) Saturday and Sunday; (ii) a day on which both the National Stock Exchange of India Limited / the Bombay Stock Exchange Limited / and banks in Mumbai are closed; (iii) any other day declared by the Central Government, by notification in the Official Gazette, to be a public holiday.
- 1.9 'Custodian' means any SEBI registered custodian acting as custodian to the Portfolio, or any other custodian with whom the Portfolio Manager enters into an agreement for availing of custodial services.
- 1.10 'Depository Participant' means any person with whom the Securities of the Client may be held in dematerialised form in an account opened for that purpose.
- 1.11 'Disclosure Document' means the disclosure document issued by the Portfolio Manager under the Regulations;
- 1.12 'Funds' means the monies managed by the Portfolio Manager on behalf of the Client pursuant to this Agreement and includes any further monies placed by the Client from time to time with the Portfolio Manager for being managed pursuant to this Agreement, the proceeds of the sale or other realisation of the Portfolio and interest, dividend or other monies arising from the Assets, so long as the same is managed by the Portfolio Manager. For clarification purposes, Funds shall always mean the cash component of the Assets held/managed by the Portfolio Manager for and on behalf of the Client.
- 1.13 'Initial Amount' shall have the meaning attributed thereto in Clause 8.1 below.
- 1.14 'Mutual Funds' means a fund established in the form of a trust to raise monies through the sale of units to the public or a section of the public under one or more schemes for investing in securities including money market instruments as defined in SEBI (Mutual Funds) Regulations, 1996.
- 1.15 'Net Realised Value' means the gross market value of the Securities as on the date of the realisation of such market value subject to the cost of realising such market value.
- 1.16 'NRI' means a non-resident Indian as defined under the Foreign Exchange Management Act, 1999.
- 1.17 'Parties' means the Portfolio Manager and the Client; and 'Party' shall be construed accordingly.
- 1.18 'Portfolio' means the holdings of Securities managed by the Portfolio Manager on behalf of the Client pursuant to this Agreement and includes any further securities placed by the Client with the Portfolio Manager for being managed pursuant to this Agreement, Securities acquired by the Portfolio Manager through investment of Funds and bonus and rights shares in respect of Securities forming part of the Portfolio, so long as the same is managed by the Portfolio Manager.
- 1.19 'Portfolio Management Fees' means fees payable by the Client to the Portfolio Manager, which shall form a part of this Agreement, for the Discretionary Portfolio Management Services.
- 1.20 'Portfolio Manager' means Banhem Securities Private Limited.
- 1.21 'Power of Attorney' shall include :-
(a) an power of attorney to be executed by the Client in favour of the Portfolio Manager in the format provided in Schedule III to this Agreement, required by the Portfolio Manager

- on execution of this Agreement; and
- (b) such other power of attorney as the Portfolio Manager may require the Client to execute from time to time.
- 1.22 'RBI' means the Reserve Bank of India established under the Reserve Bank of India Act, 1934.
- 1.23 'Regulations' unless the context indicates otherwise, means all regulations prescribed by SEBI (including without limitation, the SEBI (Portfolio Managers) Regulations, 1993) / RBI, as may be amended from time to time and other relevant authorities and all other regulations made under the relevant laws governing the same.
- 1.24 'Rules' unless the context indicates otherwise, means all rules prescribed by SEBI (including without limitation the SEBI (Portfolio Managers) Rules, 1993) / RBI, as may be amended from time to time and other relevant authorities and all other rules made under the relevant laws governing the same.
- 1.25 'Product(s)' means the portfolio management products launched by the Portfolio Manager and set out in the Schedule IV hereto and accepted by the Client for the purpose of investment of his Assets pursuant to this Agreement.
- 1.26 'SEBI' means the Securities and Exchange Board of India established under Securities and Exchange Board of India Act, 1992.
- 1.27 'Securities' includes:-
- (i) "securities" as defined under the Securities Contracts (Regulation) Act, 1956;
 - (ii) shares, scrips, stocks, bonds, warrants, convertible and non-convertible debentures, fixed return investments, equity linked instruments, negotiable instruments (to the extent permitted by the Regulations), deposits, money market instruments, commercial paper, certificates of deposit, units issued by the Unit Trust of India and / or by any Mutual Funds, mortgage backed or other asset backed securities, derivatives, derivative instruments, options, futures, foreign currency commitments, hedges, swaps or netting of and any other securities issued by any company or other body corporate, any trust, any entity, the Central Government, any State Government or any local or statutory authority and all money rights or property that may at any time be offered or accrue (whether by rights, bonus, redemption, preference, option or otherwise) and whether in physical or dematerialised form in respect of any of the foregoing or evidencing or representing rights or interest therein; and

- (iii) any other instruments or investments (including borrowing or lending of securities) as may be permitted by Applicable Laws from time to time.

1.28. 'Securities Account' means an individual depository account/s or otherwise in the name of the Client/s and/or individual account/s (depository or otherwise) in the names of each of the Product/s in the name and the style as may be decided by the Portfolio Manager and/or securities account/s (depository or otherwise) for all its Clients for all of their Products in the name and the style as may be decided by the Portfolio Manager and/or a combination of all or any of these at the sole discretion of the Portfolio Manager and opened and/or operated and/or maintained by the Portfolio Manager on behalf of the Client with any entity (including, but not limited to Depository Participant/s and/or Custodian/s and/or Bank/s, as the case may be), in accordance with the Applicable Laws, including, but not limited to, Securities and Exchange Board of India (Portfolio Managers) Regulations, 1993 as may be amended from time to time, for the purpose of providing the Discretionary Portfolio Management Services.

1.29. 'Services' means the portfolio management services rendered to the Client, by the Portfolio Manager on the terms and conditions contained in this Agreement with respect to the Assets (including the Portfolio and Funds) of the Client, where the Portfolio Manager exercises its sole and absolute discretion with respect to investments or management of the Assets of the Client, entirely at the Client's risk, in such manner as the Portfolio Manager may deem fit.

Capitalized terms used in this Agreement but not defined herein shall have the meanings assigned to them under the Rules & Regulations.

2. APPOINTMENT OF THE PORTFOLIO MANAGER

2.1 The Client hereby appoints BANHEM SECURITIES PRIVATE LIMITED as its Portfolio Manager for providing Discretionary Portfolio Management and other administrative services with respect to the Assets of the Client in accordance with the Applicable Laws, Rules and Regulations, this Agreement and the Disclosure Document submitted to the Client, for the Portfolio Management Fees and for a period hereinafter described, entirely at the Client's risk.

BANHEM SECURITIES PRIVATE LIMITED hereby accepts its appointment as a Portfolio Manager for the Client.

2.2 This Agreement shall come into effect upon payment of the minimum participation amount ("Initial Amount") by the Client as stipulated in Clause 8

hereto. Notwithstanding anything contained herein above, the Portfolio Manager reserves the final right to reject the Client's application for availing the Services and refund the Initial Amount to the Client without providing any reason thereof and without being liable or responsible in any manner whatsoever, to the Client or to any other entity/person.

3. SCOPE

3.1 The Portfolio Manager will manage the Portfolio on a discretionary basis within the investment objectives and any restrictions stated in this Agreement and the Disclosure Document, subject to the Regulations. The Portfolio Manager will have complete discretion, with exception to restrictions provided in paragraph point number 40 in this agreement (and without prior reference, intimation or discussions with the Client) to buy, sell, or otherwise deal in any investments or Securities, place deposits, subscribe to issues and offers for sale, accept placing, underwritings and sub-underwritings of any investments and otherwise act, as the Portfolio Manager judges appropriate, in relation to the management of the Assets of the Client.

The Client understands and agrees that by providing the Services, the Portfolio Manager is not guaranteeing or assuring any return either directly or indirectly.

3.2 The Portfolio Manager shall individually and independently manage the Assets of each Client and shall be entitled to take such steps as may be necessary, incidental, ancillary or conducive to the fulfillment of the objective of this Agreement.

3.3 The Client understands that the Portfolio Manager shall only accept Funds from the Client to be managed in accordance with the terms of this Agreement. The Portfolio Manager, may, in exceptional cases agree to manage the Client's Securities subject to certain Terms and Conditions as the Portfolio Manager may formulate, as agreed in writing, at its sole discretion.

3.4 The Portfolio Manager shall be acting in a fiduciary capacity with regard to the Client's Assets, consisting of investments, accruals, benefits, allotments, calls refunds, returns privileges, entitlements, substitutions and/or replacements or any other beneficial interest including dividend, interest, rights, bonus as well as residual cash balances, if any (represented both by quantity and in monetary value).

4. CLIENT ACCOUNTS

4.1 The Portfolio Manager will open and/or operate

and/or maintain such Securities or any other Account/s on behalf of its Clients for the purposes of providing the Discretionary Portfolio Management Services, provided however that the Assets of the Client shall be clearly identifiable.

4.2 The Portfolio Manager shall open and/or operate and/or maintain Bank Account/s on behalf of the Clients for the purposes of providing the Discretionary Portfolio Management Services as may be permitted in accordance with the Applicable Laws. The Securities Account/s and the Bank Account/s shall be jointly referred to as the Designated Client Accounts.

5. CLIENTS PARTICIPATION, OBLIGATION AND WARRANTIES

5.1 The Client represents that it has the authority, capacity and eligibility to enter into this Agreement and avail of the Services. The Client may cause its duly constituted attorney to represent the Client under this Agreement subject to provision of such documentary evidence such as a Power of Attorney from time to time.

5.2 The Client represents that the Client has understood the risks involved in investing in Securities and that the Client is financially capable of withstanding any loss incurred as a result of such investment.

5.3 The Client shall be solely responsible for and agrees to comply with all the Applicable Laws, regulations, procedures, practices and guidelines given by the competent authorities insofar as applicable to the Client, including but not restricted to the SEBI (Insider Trading) Regulations, 1992, SEBI (Substantial Acquisition of Shares and Takeovers) Regulations, 1997 and the SEBI (Prohibition of Fraudulent and Unfair Trade Practices Relating to Securities Markets) Regulations, 1995, and the Portfolio Manager shall not be responsible or liable in any manner whatsoever, to any person for any breach by the Client of such aforesaid laws, regulations, procedures, practices and guidelines.

5.4 The Portfolio Manager shall deal exclusively with the Client in respect of this Agreement and shall under no circumstances recognize or take cognizance of any privity of contract between the Client and any other person or entity with respect to this Agreement, except in cases of duly constituted attorneys.

5.5 The Client shall be entitled to bring additional /withdraw the existing Funds, in part or in full on one or more occasion(s) and / or on a continual basis as per the minimum capital / balance requirements specified by the Portfolio Manager and shall be

governed by the Terms and Conditions of this Agreement.

- 5.6 In the event of change in the constitution, status, identity or change of name or residential status or any material change of the Client during the validity of this Agreement, the Client shall intimate the Portfolio Manager of the change in writing. The Portfolio Manager may seek advice or appropriate directions where required from competent authorities under applicable law with regard to the continuation of this Agreement and any other Agreement entered into with the Client which may be affected by such change. The Portfolio Manager shall at all times be obliged to recognize the status of the Client as reflected in the Portfolio Manager's records.

The Portfolio Manager shall act as per the applicable laws and Regulations as may be amended from time to time.

- 5.7 In no event shall a Client have or acquire any rights against the Portfolio Manager except as expressly conferred on such Client hereunder, nor shall the Portfolio Manager be bound to make payment to any Client, except out of funds held by it for the purpose under the provisions of these presents.

- 5.8 The Client represents and warrants that the Client has not been barred and/or restricted and/or suspended from accessing the securities/financial markets by any regulatory/administrative/legislative authority in any manner whatsoever, either directly or indirectly at the time of making an application for availing the Services under this Agreement.

The Client further undertakes and covenants that in case the Client is barred and/or restricted and/or suspended from accessing the securities/financial markets at any time during the subsistence of this Agreement, then the Client shall immediately inform the Portfolio Manager of the same and shall also submit any such documents/information as may be required by the Portfolio Manager in this regards.

- 5.9 The Portfolio Manager shall, upon knowledge of the fact that the Client has been barred and/or restricted and/or suspended from accessing the securities/financial markets by any regulatory/administrative/legislative authority, immediately terminate this Agreement in accordance with the provisions of Clause 15 of this Agreement without any liability/responsibility to any person/entity in any manner whatsoever and without prejudice to any other rights it may have, under this Agreement. The Client shall indemnify the Portfolio Manager from all losses, costs, expenses (including litigation expenses) and claims that the Portfolio

Manager may suffer, either directly or indirectly, as a consequence thereof.

- 5.10 The Client is aware that the Portfolio Manager tape-records conversations between the Client and/or the Client's representative and the Portfolio Manager, over the telephone, and hereby specifically permits the Portfolio Manager to do so. Such records will be the Portfolio Manager's sole property and shall be accepted by the Client as conclusive evidence of any Communication, advice or instructions to / from either Party.

- 5.11 The Client shall disclose in writing its interest in various corporate bodies, which enable the Client to obtain unpublished price sensitive information of anybody corporate from time to time.

- 5.12 The Client agrees to execute from time to time one or more Power(s) of Attorney or any related documentations in form and content required by the Portfolio Manager and/or to do such other acts or things or provide such information as is necessary for the purpose of this Agreement.

- 5.13 The Portfolio Manager shall enter into separate Agreements with each and every Client for providing the Services. Each such Agreements shall be Client-specific and the Client and the Portfolio Manager shall not bound to recognize, refer or acknowledge any other agreements entered into by the Clients. The relationship of Portfolio Manager with each Client is exclusive and does not create any interest whatsoever among the Clients inter-se or between the Clients as a group and the Portfolio Manager.

- 5.14 Notwithstanding anything to the contrary contained in this Agreement, the Client warrants that his execution of this Agreement and the transactions contemplated by it do not contravene, conflict with, violate or breach any of its constituent documents, law, regulation, official directive, requirement of Applicable Laws or Regulations or contractual obligation, including but not limited to the Prevention of Corruption Act, 1988. The Client shall comply with all applicable rules, regulations, laws, procedures, standards of conduct and lawful directions of the Portfolio Manager in respect of use of its premises, security, equipment, business ethics or methodology, or contact with its staff or customers as may be applicable, from time to time.

6. INVESTMENT OBJECTIVES AND RESTRICTIONS

- 6.1 Subject to the Regulations, the Portfolio Manager shall invest the Funds in Securities, capital and money market instruments or in fixed income securities or variable securities of any description, by whatever name called including:

- (a) Equity and equity related securities, convertible stock and preference shares of Indian Companies
 - (b) Debentures (convertible and non-convertible), bonds and secured premium notes, swaps, options, futures, securities debt, tax-exempt bonds of Indian companies and corporations, pass through certificates and instruments which are quasi-debt instruments
 - (c) Government and trust Securities
 - (d) Units and other instruments of Mutual Funds
 - (e) Bank deposits
 - (f) Treasury bills
 - (g) Commercial papers, Certificates of deposit and other similar money market instruments
 - (h) Derivatives
 - (i) Other eligible modes of investment and / or forms of deployment within the meaning of the Regulation and those approved by SEBI from time to time.
- 6.2 The Portfolio Manager shall invest the Client's Funds in such Securities as may be permitted under the Applicable Laws/Rules/Regulations from time to time including any regulations, guidelines or notifications issued by SEBI and also subject to the operative procedures, market practices, rules and regulations and requirements of the relevant exchanges, clearing houses, regulatory bodies/ authorities and markets in such manner and through such markets as it deems fit in the interest of the Client. The Portfolio Manager shall have the sole and absolute discretion to invest the Client's Funds in any such Securities.
- 6.3 The voting rights and such other rights in relation to any Securities invested or reinvested with the Client's Funds shall be subject to the Applicable Laws, Rules and Regulations.
- 6.4 The Portfolio Managers' decision (taken in good faith) concerning the Services is absolute, final binding and irrevocable on the Client and the Client shall be deemed to have approved / ratified any such investment and related activities or deeds that the Portfolio Manager may take from time to time and cannot be called in question or challenged or be open to review at any time during the currency of the Agreement or any time thereafter except on the grounds of fraud or gross negligence, and within the limit of restrictions outlined in clause 40 of this agreement. The rights of the Portfolio Manager shall be however, be exercised strictly in accordance with the relevant Acts, rules and regulations, guidelines and notifications in force from time to time.
- 6.5 Primary and secondary market operations including sale and purchase transactions will be done through a panel of brokers at prevalent market prices usually netted for brokerage, commission, taxes (including tax deducted at source, if any) or any such direct expenses.
- 6.6 In the event of aggregation of purchases or sales for economy of scale, inter-se allocation shall be done on a pro rata basis and at a actual price at which the trade has taken place. The Portfolio Manager shall complete the allocation process on the same day on which sales and/ or purchases are effected.
- 6.7 The Portfolio Manager shall buy and sell Securities on the basis of deliveries (wherever applicable) and shall in all cases of purchases, take delivery of relative Securities and in all cases of sale, deliver the relevant Securities and shall in no case put itself in a position whereby it has to make short sale or carry forward transaction or engage in badla finance unless expressly permitted by the Client and Applicable Laws.
- 6.8 Subject to the fees charged by the Portfolio Manager, all variations in the value including capital appreciation, realized gains, dividends, rights and bonus, tax deducted at source, if any, on the Securities of the Client's Funds, would be to the account of and belong solely to the Client. Subject to the aforesaid, the Portfolio Manager, may from time to time:
- (a) Purchase or sell Securities inter se among its Clients;
 - (b) Have business relationship with companies or corporations whose Securities are held, purchased or sold for the Client's account;
 - (c) Act as a principal, agent or broker in a transaction and may be separately compensated in that capacity. Such compensation shall be charged to the Client's Bank Account in the form of incidental expenses;
 - (d) Purchase, hold and sell for the Client's account, any Securities that may have been held or acquired by it or by its Clients with who it is having a business relationship subject to the provisions of Clause 6.9 (b) herein above.
 - (e) Lend Securities of the Client and participate in Securities lending as per the applicable laws and Regulations.
- 6.9 In the management of the Client's Funds, the Portfolio Manager may, in its sole discretion apply for, subscribe, obtain, buy, accept, acquire, endorse,

transfer, redeem, renew, exchange, dispose, sell or otherwise deal in the Securities and generally manage, convert, transpose and vary the investments in respect of the Client's Funds in accordance with the provisions of this Agreement, subject to the existing Applicable Laws and Regulations applicable to the same.

- 6.10. Accruals, accretions, benefits, allotments, calls, refunds, returns, privileges, entitlements, substitutions and / or replacements or any other beneficial interest including, dividend, interest, rights, bonus that accrue to the investments made on behalf of the Client, shall be received by the Portfolio Manager on behalf of the Client and shall be credited to the Client's Portfolio net of tax deducted at source. In case of rights shares or rights issue, the Portfolio Manager may exercise such rights, at its sole discretion, without being liable or responsible in any manner whatsoever.
- 6.11. All annual reports, shareholder information and all other similar or related material received by the Portfolio Manager in relation to the Securities or the Funds, may be destroyed or disposed off in any manner at the sole option / discretion of the Portfolio Manager. The Portfolio Manager shall not be obliged to send any of the aforesaid information or material to the Client.
- 6.12. The Assets of the Client shall not be aggregated / clubbed with the other securities held by the Portfolio Manager (for itself and / or on behalf of any other person / clients) for the purpose of "acting in concert" as per the Takeover Regulations.
- 6.13. The Portfolio Manager shall not pledge or give on loan the Client's Securities to any third party without the written consent of the Client.
- 6.14. The Assets of the Client may be invested in whole or in part in any of the above Securities (by whatever name called) or in any combination thereof within the investment objectives and any restrictions stated in this Agreement and the Disclosure Document as may be permitted under Applicable Laws including any regulations, guidelines or notifications issued by SEBI in such manner and such markets as it deems fit in the interest of the Client. However, the total exposure of the Portfolio of the Client in derivatives will not exceed the Portfolio placed with the Portfolio Manager and the Portfolio shall not be leveraged in respect of investments in derivatives unless permitted under Applicable Laws.
- 6.15. The derivatives will be valued at closing prices/settlement prices on the relevant stock exchange/s. In case of part/ complete redemption,

the Portfolio Manager would square off the requisite derivative positions at market prices Investment Process and Guidelines.

- 6.16. In the event where the Client is a Non-Resident Indian or Non-Resident ("NRI") (as understood in the applicable foreign exchange laws):
- (a) The Client represents that the Client has obtained all relevant exchange control permissions for the purpose of entering into this Agreement and performing the transactions hereunder (including without limitation, all approvals required from the RBI). The Client shall be responsible for complying with and adhering to all requirements of all exchange control regulations applicable to the Client in all dealings / transactions.
 - (b) In the event of any change in the status of the Client, the Client shall forthwith inform the Portfolio Manager of the same.
 - (c) All communications / intimations by the Client to the Portfolio Manager shall be accompanied by the requisite approvals from RBI and / or any other regulatory authorities.
 - (d) The Portfolio Manager shall also be specifically empowered pursuant to this Agreement to liaise with the RBI for legal approvals / reporting on behalf of the Client and to appoint chartered accountants on behalf of the Client for the purpose of providing any certificates or certifications as may be required for the purpose of obtaining any approvals of the RBI or in connection with reporting requirements under applicable law.
 - (e) The Portfolio Manager shall not be liable or responsible in any manner whatsoever to any entity/person, for any loss caused to the Client as a consequence of any delay by the RBI or any other regulatory authority.
 - (f) The Client shall indemnify the Portfolio Manager for any consequences that the Portfolio Manager may suffer, either directly or indirectly, due to any non-compliance by the Client with any applicable regulatory requirements under the foreign exchange regulations and / or the provisions of this Agreement.
 - (g) Without prejudice to the other provisions contained herein above, in all dealings with the Client, the Portfolio Manager shall be entitled to presume (without being bound to presume) that the Client has obtained all necessary approvals pursuant to the applicable exchange control regulations.

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

7. WARRANTIES & DISCLAIMERS

The Portfolio Manager does not provide any warranty (express or implied) as to the appreciation in the value of the Securities in which the Funds of the Client are invested by the Portfolio Manager. It is clearly understood that the Portfolio Manager shall not, in any manner whatsoever, be liable or responsible to any entity/person (including the Client's nominees or legal heirs or successors or authorized representatives) in case of depreciation or erosion in the value of Securities, either individually or in total, in which Funds are invested by the Portfolio Manager or any indirect, notional, consequential losses, expenses, costs, charges or claims (including any litigation expenses) to any entity/person.

The Disclosure Document and its contents are for information only and do not constitute a distribution, an endorsement, an investment advice, an offer to buy or sell or the solicitation of an offer to buy or sell any Product(s) or any other securities or financial products/investment products mentioned in the Disclosure Document or an attempt to influence the opinion or behavior of the Clients. Any use of the information / any investments and investment related decisions of the Clients are at their sole discretion & risk and the Portfolio Manager shall not be responsible/liable for the same in any manner whatsoever, to any person/entity. The investments may not be suited to all categories of Clients. As with any investment in any securities, the value of the portfolio under any Product(s) can go up or down depending on the factors and forces affecting the capital market.

8. INVESTMENT

- 8.1 The Client shall, upon signing of the Agreement, pay to the Portfolio Manager such sum towards Initial Amount by way of cheque /DD in the name as is more particularly described in the latest Brochure and Application Form (annexed herewith as Schedule I) to be filled by a new Client.

- 8.2 In the event the Funds given to the Portfolio Manager are in the form of Securities, the Client hereby represents and warrants that the Client is the true and rightful owner of such Securities. Further the Client represents that there are no defects in the title thereof. The Portfolio Manager, at its sole discretion and without being liable or responsible in any manner whatsoever, has the right to accept or reject in part or in whole, any of the Securities brought in by the Client. The aforesaid Securities brought in by the Client may be liquidated by the Portfolio Manager either in part or in full (as may be decided by the Portfolio Manager at its sole discretion and in accordance with the provisions of this Agreement) and the Net Realised Value of such liquidated Securities, together with the market value [as on the trade date (where trade date is the date on which Securities are transferred to Client's demat account opened by virtue of this Agreement)] of those Securities brought in by the Client and not liquidated by the Portfolio Manager (if any), shall constitute as Initial Amount for the purposes of this Agreement.

If at any time during the term of the Agreement the value of the Assets falls below the Initial Amount, otherwise than by reason of a withdrawal of any Securities by the Client from the Portfolio, then the Client shall not be regarded as disqualified or in default for the purpose of the Agreement.

- 8.3 Pending investment, amounts remaining uninvested from time to time, shall be kept in the client's own account with the custodian operated bank permitted under the Applicable Laws to be maintained by the Portfolio Manager in a scheduled commercial bank. The Portfolio Manager shall not derive any benefit or profit out of such amounts lying in such Collection Bank Account.

9. FEES AND CHARGES

- 9.1 The Portfolio Manager shall receive remuneration for its services and reimbursement of all costs and expenses. The details pertaining to the fees and charges payable by the Client are specified in Schedule II of this Agreement and shall form an integral part thereof.
- 9.2 The Client shall be responsible for the payment of any brokerage, commissions, transfer fees, costs, expenses (including any litigation expenses), registration fees, custody charges, taxes including tax deducted at source, if any, and similar liabilities and costs incurred by the Portfolio Manager under this Agreement and during the subsistence of this Agreement or otherwise whether such fees, costs, charges, expenses including taxes, if any, that may be payable to the Portfolio Manager in respect of

Services rendered by the Portfolio Manager have been considered at the time of final settlement or at the time of termination of this Agreement, whichever is earlier.

- 9.3 The Client hereby directs the Portfolio Manager to directly debit all charges as mentioned in 9.1 and 9.2 and the Portfolio Manager undertakes to provide the Client with full details of the charges debited to the Client's Funds. The Client hereby grants his consent to such charges and shall not raise any objections on the charging of the same by the Portfolio Manager.
- 9.4 In the event the Client has any objections with respect to the quantum of fees charged by the Portfolio Manager, it shall inform the Portfolio Manager of the same within 7 days of being notified of the said fees by the Portfolio Manager, failing which the quantum of fees shall be deemed to have been accepted by the Client.
- 9.5 The Portfolio Manager shall also be entitled to recover other incidental charges and expenses, including, but not limited to, stamp duties, registration charges, legal fees, consultancy charges, service tax, others taxes, transaction fee, brokerage, safe custody fees, and other applicable fees incurred on behalf of the Client to provide the Services under this Agreement.
- 9.6 All fees shall be paid or made in full by the Client without any counter claim, set off or withholding. However, the fees shall be subject to tax deducted at source at prescribed rates under the Income Tax Act, 1961 as prescribed from time to time.
- 9.7 The Portfolio Manager may revise the fees and the charges as provided in Clause 9.1 above on a prospective basis with the prior written consent of the Client. Every such revision of the fees and charges as above shall be as per the applicable laws and regulations and within the limits, if any, set by the relevant authorities.

10. POWERS, DUTIES AND OBLIGATIONS OF PORTFOLIO MANAGER

- 10.1 The Client hereby authorises the Portfolio Manager to do, in its sole, entire and absolute discretion, all such acts, deeds, matters and things on behalf of the Client as may be incidental or consequential to the exercise of its powers and discharge of its responsibilities under this Agreement, the Act, the Rules, the Regulations and the Disclosure Document. Simultaneously with the execution of this Agreement, the Client shall execute and deliver to the Portfolio Manager an irrevocable Power of Attorney authorising the Portfolio Manager or any person appointed by the Portfolio Manager on his / her / its

behalf, to do all acts on behalf of the Client necessary for rendering Discretionary Portfolio Management Services to the Client. The Client shall also execute such other additional Power of Attorney from time to time, in favour of such persons as may be indicated by the Portfolio Manager, upon the request of the Portfolio Manager.

For the purpose of discharging any of the powers, duties, obligations and functions (whether under this Agreement or under the Power of Attorney) of the Portfolio Manager, the Client hereby empowers the Portfolio Manager to delegate the performance of any of its duties, discretions, obligations, any powers and authorities hereunder to any entity/ies /person/s. In no event shall the Portfolio Manager be liable for the loss or damage caused to the Client due to the actions or omissions of such entity/ies /person/s.

The Portfolio Manager shall invest the Client's Funds in accordance with SEBI (Portfolio Managers) Regulations, 1993 and the Regulations and Rules, guidelines, circulars issued under the Securities Exchange Board of India Act, 1992 the Reserve Bank of India Act, 1934, and the rules, regulations, guidelines made under it, as amended from time to time.

- 10.2 The Client agrees that the Portfolio Manager shall be entitled to do all acts to invest and manage the Assets (as may be permitted under the Applicable Laws, Rules and Regulations) including but not limited to investing the Funds in Securities, selling, redeeming or liquidating Securities or changing the Securities forming part of the Portfolio (including those Securities which are brought in by the Client as Initial Amount at the time of subscription), appointing intermediaries for the sale and purchase of Securities in such manner as the Portfolio Manager may in its absolute and unrestricted discretion consider appropriate. All such decisions, including decisions as to the Securities in which investment / disinvestment should be made and the nature, quantity, timing and other details of the investments, disinvestments and other dealings with the Assets shall be in the absolute discretion of the Portfolio Manager who shall not be required to give any notice to, or take any approval of, the Client for the same.
- 10.3 The Client has expressly and with full knowledge of the implications, conferred absolute discretion on the Portfolio Manager in relation to all decisions concerning the Discretionary Portfolio Management Services and the Client agrees and confirms that all such decisions of the Portfolio Manager (which shall, in this Agreement, include decisions taken by any

person appointed by the Portfolio Manager in this behalf) shall be binding on the Client and shall not be challenged, questioned or disputed by the Client in any manner whatsoever. The Client or any of his/her/its any nominees or legal heirs or successors or authorized representatives or any other entity/person shall not be entitled to hold the Portfolio Manager or any of its agents, representatives, delegates (by whatever name called) responsible or liable in any manner whatsoever or claim any damages, costs, expenses, losses or other amounts on account of the exercise of such discretion by the Portfolio Manager under this Agreement or any decision taken by the Portfolio Manager in good faith.

10.4 The Portfolio Manager shall also be entitled to place margins on behalf of the Client with any broker with whom the Portfolio Manager deals with.

10.5 The Client hereby agrees and undertakes that until the termination of this Agreement and the receipt of a no objection from the Portfolio Manager on its behalf,

(i) the Client shall not operate the Bank Account/s and / or Securities Account/s in any manner whatsoever and

(ii) the Client shall not enter into any agreement with the Custodian (or any other intermediary) or give any instructions to the Custodian (or any other intermediary) in relation to the Assets or this Agreement

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

(iv) as part of the exclusive contract the client shall not have the liberty to appoint any other registered Portfolio Manager to manage the funds entrusted with Banhem Securities Private Limited.

Subject to the terms and conditions of this Agreement, the Portfolio Manager shall execute in good faith, the instructions contained in the communications of the Client, insofar as they relate to the Services provided by the Portfolio Manager pursuant to this Agreement.

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

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

10.8 The Portfolio Manager shall maintain appropriate records for every transaction done in respect of the Client's Funds. The records so maintained shall indicate the data, facts and opinion leading to the decision of the Portfolio Manager to conduct the transaction. The Portfolio Manager shall have a reasonable and adequate basis for every such decision.

10.9 The Portfolio Manager shall be entitled to appoint and at its discretion remove agents, to determine their duties, to fix their emoluments and to acquire security in such instance and of such amount as it may think fit.

10.10 The Portfolio Manager shall be entitled to enter into any contract with any company/ corporation or any other organisation for the purpose of securing insurance cover if required by the Client or such other benefits for the Client as may be given by such company/ corporation or other organisation.

10.11 The Portfolio Manager shall be entitled, if required, to open and/or operate and/or maintain one or more Bank Accounts, Depository Accounts, constituent SGL accounts and any such other accounts for and on behalf of the Client and fully operate the same subject to and in accordance with the Applicable Laws, Rules and Regulations.

10.12 The Portfolio Manager shall appoint one or more Custodians including associates of the Portfolio Manager for carrying out custodial services in relation to the Funds managed by the Portfolio Manager under this Agreement. Any such fees, charges paid by the Portfolio Manager shall be debited to the Client's Bank Account.

10.13 The Portfolio Manager may appoint custodians, agents, representatives, banks or service providers, delegates or other persons as the Portfolio Manager may deem fit from time to time to perform any of the functions of the Portfolio Manager which the Portfolio Manager is empowered / obligated to perform and to delegate to such persons the authority / power to perform any of the functions to be performed by the Portfolio Manager and to delegate such functions and provide such instructions as the Portfolio Manager may deem fit from time to time to enable such performance.

10.14 The Portfolio Manager may constitute committees consisting of such persons as it thinks fit to guide and advise the operations of the Portfolio Manager and delegate suitable power to them and impose appropriate regulations on them.

10.15 The Portfolio Manager shall avoid any conflict of interest in relation to its decision with regard to

investments in respect of the Client's Funds and where such a conflict of interests does arise, shall ensure fit treatment as in an arms length transactions to all Clients and shall also ensure that the interest of the Client shall not be prejudiced. The Portfolio Manager shall ensure proper and timely handling of the Client's complaints and take appropriate action as feasible.

The Portfolio Manager shall not place its personal interest above that of the Client. Subject to the above, the Portfolio Manager may, in good faith and without compromising the Client's interest:

- (a) have business relationships with issuing companies or other entities whose securities are purchased, sold or held on behalf of the Client;
- (b) purchase or sell securities inter-se among Clients;
- (c) Deal with any broker and/or dealer in securities, to the extent permitted by applicable law, including entities in the same group. In case of group affiliate transactions, the terms will be on an arms length basis and on terms which are no more beneficial to the affiliate entity than in respect of other clients; and
- (d) Purchase or hold or sell at the prevailing market price for the Clients account any marketable securities inter-se among two Clients accounts even if it enjoys business relation with the client.

10.16 The Portfolio Manager may, if it deems fit in the interest of the Client, return all or part of the Funds to the Client at any point of time and terminate the Agreement in accordance with the provisions of this Agreement, without being liable or responsible for any losses or damages or costs or expenses (including tax consequences) to the Client or to any person/entity in any manner whatsoever.

10.17 The Portfolio Manager shall not borrow Funds or Securities on behalf of the Client from any third parties.

10.18 The Portfolio Manager shall not deal and / or invest and / or disinvest in respect of the Client's Funds based on price sensitive classified information.

10.19 The Portfolio Manager may receive commissions and other payments from Mutual Funds and other issuers in respect of purchase, sale or other dealings in Securities pursuant to this Agreement. The Client acknowledges that the same would be deemed to be additional consideration to the Portfolio Manager and the Client shall not be entitled to any share of such commissions. The receipt of such commissions shall also not amount to a conflict of interest vis-à-vis the Portfolio Manager.

10.20 The Portfolio Manager may, from time to time invest in Securities, for the issue of which the Portfolio Manager or its Affiliates is the lead manager, underwriter, merchant banker, advisor or other intermediary in accordance with the applicable laws, Rules and Regulations.

10.21 The Portfolio Manager shall have the sole discretion to decide on subscription or uncination of rights, entitlements with respect to the client's funds/ Securities. This Agreement shall commence from the date of execution of the Agreement and shall continue unless terminated in accordance with the provisions of Clause 15 of this Agreement.

11. TERM

This Agreement shall commence from the date of execution of the agreement and shall continue unless terminated in accordance with the provisions of Clause 15 of this Agreement.

12. TRANSFER, REGISTRATION AND CUSTODY

12.1 The Securities held under this Agreement and requiring transfer / registration for various purposes of this Agreement, will be transferred / registered either in the Client's name or in the name of the Portfolio Manager as the case may be (subject to the Applicable Laws, Rules and Regulations) and the Client does hereby expressly give the requisite authority / concurrence / consent to the Portfolio Manager, for transfer / registration of such Securities held in his/her/its name/account or in the name/ Securities Account maintained by the Portfolio Manager under this Agreement, as aforesaid and to receive all such accruals, accretions, benefits, allotments, calls, refunds, returns, privileges, entitlements, substitutions and / or replacements or any other beneficial interest including dividend, interest, rights, bonus either in his / her / its name or in the name of the Portfolio Manager, as the case may be (subject to the Applicable Laws, Rules and Regulations), for eventual placement to the credit of the Client's Portfolio net of all taxes deducted. The Portfolio Manager may lend securities, held in his account with the custodian, for the benefit of the client.

12.2 Notwithstanding anything stated above, the Portfolio Manager shall not be liable if any instruments relating to any of the Securities are damaged, mutilated, torn, destroyed, lost, misplaced or otherwise become unavailable or if any Assets are lost, stolen, destroyed or pilfered in any manner.

12.3 The Portfolio Manager shall arrange for the custody of Securities held on account of the Client under this Agreement by keeping them in its actual custody, or

by using any agent(s) / entity for this purpose, at its sole discretion, in accordance with the Applicable Laws, Rules and Regulations. The Portfolio Manager may appoint one or more Custodians including associates of the Portfolio Manager for carrying out such custodial services. The Portfolio Manager shall not be liable for any errors or omissions or negligence or lapse of the Custodian in carrying out its custodial duties or any instructions issued by the Portfolio Manager, provided the Portfolio Manager acts with due care and in the interest of the Client.

13. ACCOUNT AND RETURNS

- 13.1 The Portfolio Manager will keep the Client's Funds in a Bank Account in a scheduled commercial bank and keep the Client's Funds separate from its own funds and Securities in accordance with the Applicable Laws, Rules and Regulations. The details of the Initial Amount received, investments and/or disinvestments made and all credits to the account by way of accruals, accretions, benefits, allotment, calls, refunds, returns, privileges, entitlements, substitutions and/or replacement or any other beneficial interest including dividend, interest, rights, bonus received from time to time as well as debits as per Clause 9 and 16 and as provided herein shall be reflected in the Designated Client Account.
- 13.2 The Portfolio Manager shall furnish a Statement of Account to the Client at the end of each calendar quarter, or as and when required by the Client. This statement shall present a true and fair picture of the actual transactions. The Statement of Account shall reflect the affairs of the Client's Funds as per Clause 13.1 herein above. The Valuation Report shall provide the Valuation of the securities as on the date of the report, for which purpose the securities shall be valued at market / fair value price.
- 13.3 The Client shall be entitled to inspect the Designated Client Account, which the Portfolio Manager keeps and which relates to this Agreement, after giving a notice in advance of fifteen (15) days in writing, in accordance with the Rules and Regulations. The Portfolio Manager shall also furnish to the Client such reasonable information relating to the management of the portfolio, as may be requested by the Client.
- 13.4 The books of accounts of the Portfolio Manager shall be audited annually by its external auditors to ensure that the Portfolio Manager has followed proper accounting methods and procedures and that the Portfolio Manager has performed its duties in accordance with the law.
- 13.5 The Client may appoint a chartered accountant of its choice to audit the books and accounts of the

Portfolio Manager, relating to his transactions only and the Portfolio Manager shall cooperate with such chartered accountant in course of the audit. However, cost of such audit shall be borne by the Client and the Portfolio Manager shall not be responsible to bear the cost of such audit.

- 13.6 The Client clearly understands that investments in Securities entails a high degree of risk and there is no assurance by the Portfolio Manager about minimum returns thereon or even as regards preservation of capital.
- 13.7 As stated above, the Portfolio Manager shall furnish to the Client a quarterly Statement of Accounts containing the following:
- (a) the composition and the value of the portfolio, description of security, number of securities, value of securities held in the portfolio, cash balance and aggregate value of the portfolio as on the date of the report;
 - b) transactions undertaken during the period of the report including date of transaction and details of purchases and sales;
 - (c) expenses incurred in managing the portfolio;

14. RISKS AND LOSSES

- 14.1 The Client understands and accepts that investments in Securities are subject to market risks and may result in losses at times and do not assure or guarantee the Client any minimum or fixed return. The Client hereby agrees to undertake the risks pertaining to the portfolio investments as stated in the Disclosure Document, as amended from time to time.
- 14.2 The past performance of the Portfolio Manager does not, in any manner, indicate the future performance with respect to any of its existing Product/s or any future Products of the Portfolio Manager;
- 14.3 Losses arising out of any act, omission or commission of the Portfolio Manager under this Agreement will be solely at the risk of the Client and the Portfolio Manager will not be liable for any act, omission or commission taken or failure to act.
- 14.4 The Client agrees to bear all risks arising out of refusal by a company or corporation for whatever reasons, to register the transfer of any of the Securities in the name of the Client or the Portfolio Manager, as the case may be as per Clause 12. The Securities which are so purchased and not transferred in the name of the Client or the Portfolio Manager, will be sold by the Portfolio Manager, at the best available market rate, at the risk of the Client.
- 14.5 Risk arising from the investment objective,

investment strategy and asset allocation are mentioned as follows:

- The liquidity of the portfolio may be restricted by trading volumes and settlement periods. Different segments of the Indian financial markets have different settlement periods and such periods may be extended significantly by unforeseen circumstances. Delays or other problems in settlement of transactions could result in temporary periods when the Assets are uninvested and no return is earned thereon. The inability of the Portfolio Manager to make intended securities purchases, due to settlement problems, could cause the Portfolio to miss certain investment opportunities. By the same token, the inability to sell securities held in the portfolio, due to the absence of a well developed and liquid secondary market for debt securities, would result at times, in potential losses to the Portfolio, should there be a subsequent decline in the value of securities held in the portfolio..
- The liquidity and valuation of the Portfolio's investments due to its holdings of unlisted securities may be affected if they have to be sold prior to their target date of divestment.
- Corporate debt securities are subject to the risk of an issuer's inability to meet interest and principal payments on its debt obligations (credit risk). Debt securities may also be subject to price volatility due to factors such as changes in interest rates, general level of market liquidity and market perception of the creditworthiness of the issuer, among others (market risk). The Portfolio Manager will endeavor to manage credit risk through in-house credit analysis. The Portfolio Manager may also use various hedging products from time to time to reduce the impact of undue market volatility on the portfolio.
- The value of the portfolio, to the extent invested in fixed income securities, will be affected by changes in the general level of interest rates. When interest rates decline, the value of a portfolio of fixed income securities can be expected to rise. Conversely, when interest rates rise, the value of a portfolio of fixed income securities can be expected to decline.
- As with any investment in Securities, the value of the portfolio can go up or down depending on various factors that may affect the values of the investments. In addition to the factors that affect the value of individual securities, the value of the portfolio can be expected to fluctuate with

movements in the broader equity and bond markets and may be influenced by factors affecting capital markets in general, such as, but not limited to, changes in interest rates, currency exchange rates, changes in governmental policies, taxation, political, economic or other developments and increased volatility in the stock and bond markets.

- Subject to necessary approvals as may be required and within the investment objectives of the Portfolio, the Portfolio Manager may invest in overseas markets which carry a risk on account of fluctuations in foreign exchange rates, nature of securities market of the country concerned, repatriation of capital due to exchange controls and political circumstances.
- As and when the Portfolio Manager trades in the derivative products, there are risk factors and issues concerning the use of derivatives that investors should understand. Derivatives require the maintenance of adequate controls to monitor the transactions and the embedded market risks that a derivative adds to the portfolio. Besides the price of the underlying asset, the volatility, tenor and interest rates affect the pricing of derivatives. Other risks in using derivatives include but are not limited to: (a) Credit Risk - this occurs when a counter party defaults on a transaction before settlement and therefore, the Portfolio Manager is compelled to negotiate with another counter party, at the then prevailing (possibly unfavorable) market price, in order to maintain the validity of the hedge. For exchange traded derivatives, the risk is mitigated as the exchange provides the guaranteed settlement but one takes the performance risk on the exchange. (b) Market Liquidity risk where the derivatives cannot be sold (unwound) at prices that reflect the underlying assets, rates and indices. (c) Model Risk, the risk of mispricing or improper valuation of derivatives. (d) Basis Risk arises when the instrument used as a hedge does not match the movement in the instrument/underlying asset being hedged. The risks may be inter-related also; for e.g. interest rate movements can affect equity prices, which could influence specific issuer/industry assets.

- 14.6 Risk arising out of non diversification: The investment objectives of one or more of the portfolio management Product/s could result into concentration on a specific asset/asset class/sector/issuer etc., which could expose the portfolio to improper and/or undesired

diversification.

- 14.7 Subject to applicable taxation laws, in force from time to time, the Portfolio Manager shall deduct all applicable taxes while effecting disbursements/ payments of amounts interim or otherwise to the Client under this Agreement. Any tax arising on such disbursements shall be charged to the Client's account and shall be borne by the Client in full. The Portfolio Manager shall not undertake tax planning of the Client under this Agreement. If required, the Client shall have executed a valid, irrevocable Power of Attorney in favour of the Portfolio Manager or any other nominee(s) or agent(s) of the Portfolio Manager conferring inter alia powers to represent the Client before such revenue/taxation authority(ies) and comply with other requirements as envisaged in this Agreement. The Client agrees and undertakes to furnish any information, papers and documents as may be required by the Portfolio Manager in connection with tax incidence or implications and also for the proper operation of the Client's funds thereto.
- 14.8 The Client shall not question any of the acts, deeds, omissions or commissions or things done or performed by the Portfolio Manager under this Agreement unless the Portfolio Manager has acted in gross violation to the Regulations or applicable law and the Portfolio Manager shall fulfill its duties and obligations, at its absolute discretion, without interference from the Client, its attorney(s) or authorised agent(s).
- 14.9 Trading volumes, settlement periods and transfer procedures may restrict the liquidity of the investments made by the Portfolio Manager leading to delay in receipt of proceeds from sale of securities. The Portfolio Manager may, considering the overall risk of the Portfolio, invest in lower rated/unrated Securities offering higher yields, zero coupon securities that offer attractive yields, unlisted securities, or any other similar securities. This may increase the risk of the Portfolio.
- 14.10 There are risks inherent to Securities lending, including the risk of failure of the other party, in this case the approved intermediary, to comply with the terms of the agreement. Such failure can result in the possible loss of rights to the collateral, the inability of the approved intermediary to return Securities deposited by the lender and the possible loss of any corporate benefits accruing thereon.
- 14.11 The Client acknowledges and confirms that the Client is fully aware of the Product/s and his investment, risk appetite and product suitability before investing in the Product/s. The Client further agrees and

acknowledges that the Client has fully read and understood the risk disclosure information related to the Product/s as annexed herewith as Schedule V to this Agreement.

15. TERMINATION

- 15.1 Either of the Parties will be entitled to terminate this Agreement by giving a notice of minimum thirty (30) days in writing of its intention to do so. In the event of termination or cancellation or expiry of this Agreement, such cancellation, termination or expiry shall have no effect on the transactions executed before such cancellation, termination or expiry and parties shall have the same rights and obligations.
- 15.2 This Agreement may be terminated forthwith by the Portfolio Manager, at its sole discretion and without being further liable or responsible in any manner whatsoever, on and from the date of knowledge/receipt of sufficient evidential documents of the occurrence of any of the following events during the term of this Agreement:
- Insolvency, bankruptcy, dissolution, winding up or death of the Client (in case of joint holders, death of any or all of the joint holder/s), as the case may be;
 - Misrepresentation by the Client at the time of account opening or otherwise.
 - If the Client is barred and /or restricted and /or suspended from accessing the securities/ financial markets by any regulatory / administrative / legislative authority at any time and in any manner whatsoever.
 - Breach of terms of the Agreement by the Client or any fraud committed by the Client in respect of transactions or in transactions in securities in general at any time and in any manner whatsoever.
 - Any proceedings or investigations (regulatory or otherwise) that involve the Client or his / her / its properties have been initiated or is ongoing.
 - Any regulatory changes in the Applicable Laws, Rules or Regulations, which the Portfolio Manager believes, in its reasonable judgment, could affect the Portfolio Manager's ability to manage the Portfolio and/or render the Services under this Agreement at any time.
 - Any other reason which the Portfolio Manager, in its reasonable judgement believes could adversely affect its activity and reputation.
- 15.3 Where the Assets with the Portfolio Manager is held by a sole holder, this Agreement may be terminated forthwith by the Portfolio Manager at its sole

discretion on such date of receipt of notice of demise of such holder together with necessary documents evidencing the same, to the Portfolio Manager. In such case, subject to Clause 16.4 of this Agreement, payment of the Funds, (i.e. the cash component of the Assets only), if any, under this Agreement shall be made in the following manner –

- a) In case a nominee is appointed by the Client, all such payments of the Funds shall be made to such nominee only, subject to the receipt of any such additional forms, information, indemnities and relevant documentations (including KYC documents), if any, as may be required from time to time by the Portfolio Manager in the specified format. The Client unconditionally and irrevocably agree that the disbursement of the Funds, out of the Assets, if any, by the Portfolio Manager shall be made only to the nominee appointed by him.
- b) In case of death of the Client without having made a nomination and / or in the case of the nominee also having died, the Portfolio Manager shall have a right to call for all such documents, additional forms, information, indemnities etc., as it deems appropriate, including without limitation, probate, letters of administration, succession certificate from the successor/s or claimant/s or any legal heir/s of such Client and any other person as the Portfolio Manager shall deem appropriate and the Portfolio Manager would be under no liability to disburse the Funds to any person claiming to be the successor or claimant or the legal heir of the Assets of the Client, until the Portfolio Manager believes, upon its reasonable judgement, about the entitlement of such person to the Funds of the client.

15.4 Provided that where the Assets with the Portfolio Manager under this Agreement are held by two or more persons jointly (including under the category 'Anyone or Survivor'), then the Agreement may be terminated forthwith by the Portfolio Manager at its sole discretion on such date of receipt of notice of death/ insolvency of any or all joint account holders of those Assets. Provided further that, in case of death/insolvency of any one or more of the joint holders, the Portfolio Manager shall be entitled to only deal with the first named surviving joint holder, as appearing in the application.

The Portfolio Manager shall not be bound to entertain any request or claims received from any person(s) other than the first named surviving joint holder. In all such cases, subject to Clause 16.4 of this Agreement, any payment of the Funds under this Agreement shall

be made to the first-named of such surviving joint holder/s, subject to the receipt of any such additional forms, information, indemnities and relevant documentations, if any, as may be required from time to time by the Portfolio Manager in the specified format. In cases where the Assets with the Portfolio Manager under this Agreement is held jointly by two or more persons, the nomination will have to be made by all the holders jointly and the nomination so made shall (unless modified by the survivor(s)), take effect only on the death of all the joint holders.

In case of death of all / surviving joint holder/s who had made a nomination, the nominee of such deceased joint holders shall intimate the Portfolio Manager of the death of all / surviving joint holder/s as soon as possible subject to the terms contained herein. The Client (including the said nominee) unconditionally and irrevocably agree that the disbursement of the Funds, out of the Assets, if any, by the Portfolio Manager shall be made only to the nominee subject to Clause 16.4 of this Agreement and subject to the receipt of any such additional forms, information, indemnities and relevant documentations (including KYC documents), if any, as may be required from time to time by the Portfolio Manager in the specified format.

In the event of death of all the joint holders without having made a nomination and / or in the case of the nominee also having died, the Portfolio Manager shall have a right to call for all such documents, additional forms, information, indemnities etc., as it deems appropriate, including without limitation, probate, letters of administration, succession certificate from the successor/s or claimant/s or legal heir/s of such Client or from any other person and the Portfolio Manager would be under no liability to disburse the Funds to any person claiming to be the successor or claimant or the legal heir under these presents until the Portfolio Manager believes, upon its reasonable judgement, about the entitlement of such person to the Funds of the client.

15.5 The Funds can be withdrawn or taken back by the Client at its risk before the expiry of this Agreement, upon occurrence of the following events:

15.5.1 Voluntary or compulsory termination of the services by the Portfolio Manager.

15.5.2 Closure of business of the Portfolio Manager or rendered permanently incapable of rendering the services.

15.5.3 Suspension/termination of Certificate of Registration granted to the Portfolio Manager by SEBI and/or any other competent authority.

15.5.4 Bankruptcy or liquidation of the Portfolio Manager.

15.6 The Client categorically acknowledges that the effective disbursement of the Funds, pursuant to this Clause 15, in favour of the Client or the nominee/s or the legal heir/s or the successor/s or claimant/s of the deceased Client or the first-named surviving joint holder/s or any other person as the Portfolio Manager shall deem appropriate, shall validly discharge the Portfolio Manager, its directors, employees and agents, their successors and permitted assigns, of all its liabilities (including payment obligations) towards the Assets of the deceased Client and/or his/her nominees, legal heirs, successors, executors, administrators, assigns and any other person (by whatever name called). The Portfolio Manager shall not be liable for any loss or damages caused due to delay in disbursement of the Funds in favour of such Client or nominee or legal heirs or successors or claimants or the first-named surviving joint holder/s in any manner whatsoever.

15.7 Provided further that if the Portfolio Manager incurs any losses, damages, costs, expenses (including the litigation expenses) or charges etc., due to any claims, suits, actions or otherwise, arising out of such termination or disbursements or transmission (as the case may be), the Portfolio Manager shall not be liable or responsible for the same in any manner whatsoever and shall be entitled to be indemnified absolutely from the deceased Client's estate and the Portfolio Manager will have a right to set-off and recover such loss in accordance with the provisions of Clause 22 of this Agreement.

15.8 The provisions of this Agreement relating to payment of Portfolio Management Fees and costs, charges, expenses and other amounts to the Portfolio Manager, proper law, jurisdiction and notice, arbitration and all rights and obligations which have accrued or arisen prior to the termination of this Agreement and which by their very nature are to survive the termination / expiry of this Agreement, shall survive the termination of this Agreement.

16. CONSEQUENCES OF TERMINATION

16.1 In the event that this Agreement is terminated for any of the reasons set out in Clause 15, the Client shall take or cause to be taken, all necessary steps to close and/ or transfer the designated Client Account/s and the Assets maintained by the Portfolio Manager on behalf of the Client in relation to the Services provided under this Agreement, within such period as may be determined by the Portfolio Manager subject to the fulfillment of all the requirements of the Portfolio Manager in accordance with the terms of

the Agreement and the applicable laws, Rules and Regulations.

16.2 Notwithstanding anything contained in this Agreement, it is hereby agreed by the Client that, in case this Agreement is terminated by either Parties in accordance with Clause 15 of this Agreement, then the Portfolio Manager shall be only responsible to disburse the Funds, i.e. the cash component of the Assets only, if any, held and available by the Portfolio Manager (on behalf of the Client) as on the date of the termination of this Agreement, in accordance with the provisions of this Agreement hereof, in favor of the Client/s and/or nominee/s and/or the legal heirs/claimants/successors of the Client/s and/or the first named surviving joint holder/s (as the case may be) accordingly.

For the Portfolio consisting of Securities held by the Client in his demat account opened directly with the Depository Participant, the Client [including the Client's nominee/s and/or the legal heirs /claimants/successors of the Client/s and/or the first-named surviving joint holder/s (as the case may be)] will be responsible to co-ordinate with the relevant Depository Participant for completing all the necessary formalities pertaining to the transfer /transmission of the Securities as may be required by the Depository Participant in accordance with the Applicable Laws, on such aforesaid termination of the Agreement.

For the purpose of clarification, it is hereby understood that since the demat account is opened by the Client directly with the Depository Participant in the Client's name only, the Client [including the Client's nominee/s and/or the legal heirs / claimants/successors of the Client / s and / or the first-named surviving joint holder/s (as the case may be)] has to independently complete all the formalities pertaining to such aforesaid transfer/transmission with the relevant Depository Participant on termination of the Agreement for any reason whatsoever.

The Portfolio Manager may, on a good faith basis and at its sole discretion without any obligation, reasonably assist the Client in co-ordinating with the Depository Participant for completing the above formalities.

16.3 The Portfolio Manager and/or the Banhem Group, their directors, officers and/or agents shall not be held liable/responsible for any losses, interest, penalty, damages, costs, expenses (including the litigation expenses) or charges etc., incurred/suffered by the Client [including the Client's

nominee/s and/or the legal heirs / claimants/successors of the Client/s and/or the surviving joint holder/s (as the case may be)] for any acts/actions of the Depository Participant in effecting such transfer/transmission (including, but not limited to any delay in completion and/or rejection of the transfer/transmission by the Depository Participant and/or depreciation in the value of Securities) of such Securities at any time and in any manner whatsoever.

16.4 The Funds, i.e. the cash component of the Assets, if any, due and belonging to the Client, shall be paid over to the Client in accordance with the terms of this Agreement, subject to the following deductions (at the sole discretion of the Portfolio Manager):

- a) Payments, if any, already made to the Client;
- b) Portfolio Management Fees and other fees and expenses as described in the Agreement and the Disclosure Document;
- c) All taxes, rates, duties, commissions, costs, charges, penalties, deductions etc. to be made in accordance with applicable laws or rules or regulations or otherwise on account of the Client;
- d) Any other dues, liabilities, obligations etc. by / due on account of the Client under this Agreement.
- e) An amount equivalent to any loss, damage or expenses that may be caused to the Portfolio Manager by reason of any act or omission on the part of the Client or arising by reason of this Agreement.

16.5 The Portfolio Manager, by disbursement through payment or otherwise as provided in Clause 16 herein above, subject to all the above recoveries, deductions and appropriations, shall be validly discharged of all its liabilities towards the estate of the deceased Client and his/her successors, legal heirs, claimants, executors, administrators or any other person in respect of this Agreement.

16.6 On termination, the Portfolio Manager shall also give a detailed statement of accounts to the Client reflecting the affairs of the Client.

17. PROTECTION OF ACTS DONE IN GOOD FAITH

The Portfolio Manager shall not be under any liability on account of anything done or omitted to be done or suffered by the Client in good faith in accordance with or in pursuance of any request or advice of the Portfolio Manager or any committee of the Portfolio Manager or any agent.

18. PORTFOLIO MANAGER MAY RELY ON ADVICE

The Portfolio Manager may act upon any advice of or

information obtained from any bankers, third party Portfolio Managers, legal advisors, accountants, brokers, professionals, agents or other persons acting as agents or advisors of the Portfolio Manager and the Portfolio Manager shall not be bound to supervise the acting of any such persons nor to verify the advice or information obtained therefrom and the Portfolio Manager shall not be liable for anything bonafide done or omitted or suffered in reliance upon such advice or information nor be responsible for the consequence of any mistake or oversight or error of judgment or want of prudence on the part of the Portfolio Manager or any attorney or agent of other person appointed by it hereunder. However in case where the Portfolio Manager obtains any advice, in particular, legal advice, which is of general benefit to all the clients then the expenses relating to the obtaining of such advice shall be charged on a pro-rata basis to the Client.

19. LIMITATION OF CLIENTS RIGHTS AND OBLIGATIONS

19.1 In no event shall the Client have or acquire any rights against the Portfolio Manager except as expressly conferred on such Client hereby, nor shall the Portfolio Manager be bound to make payment to the Client, except out of Funds held by it for the purpose under the provisions of these presents.

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

19.3 In addition to the above, where there Client consists of more than one person, each and every person warrants and undertakes to the Portfolio Manager that each person's liability shall be joint and several pursuant to the application and the terms of this Agreement shall be individually, binding on each and every person.

20. INDEMNITY TO PORTFOLIO MANAGER

20.1 Without prejudice to the right of indemnity available to the Portfolio Manager under any law, the Portfolio Manager and every person appointed by the Portfolio Manager shall be entitled to be indemnified out of the Assets deployed by the Client in respect of all liabilities, losses, actions, claims, damages 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 in respect of any matter or thing done or omitted in any way by the Portfolio Manager in relation to these presents, and the Portfolio Manager shall have a lien and may retain and pay out of any Funds and Securities in its hands all sums or other amounts necessary to effect such indemnity.

Without prejudice to the generality of what is stated above, it is clarified that the Portfolio Manager shall not be liable or responsible in any manner whatsoever, to the Client or his/her/its nominees or legal heirs or successors or authorized representatives or to any other entity/person for any loss or damage caused from any error of judgment or delay in executing the instructions of the Client, unless such loss is a direct result of gross negligence or fraud by the Portfolio Manager of the Regulations or Applicable Laws.

- 20.2 The Portfolio Manager shall not be liable or responsible in any manner whatsoever, to the Client or his/her/its nominees or legal heirs or successors or claimants or authorized representatives or to any other entity/person for any error of judgment or loss or prejudice or disadvantage suffered by the Client in connection with the subject matter of this Agreement or any matter or thing done or omitted to be done by the Portfolio Manager in pursuance thereof (including, in particular, but without limiting the foregoing, any loss following upon or arising out of any failure to effect or any delay in effecting any transaction, any loss, delay, mis delivery or error in transmission of any communication or any delay in communication of the death or bankruptcy or insolvency or of a failure to pay by any bank, institution, country, governmental department, authority, company, any entity or person with whom or in which the Funds of the Client are from time to time invested or deposited or which is a counterpart to an investment transaction or generally in relation to the purchase, holding or sale of investments).
- 20.3 For the avoidance of doubt it is hereby agreed and declared that references to the Portfolio Manager in this Clause 20 shall be deemed to include the directors, officers, agents, delegates and representatives of the Portfolio Manager.
- 20.4 The Client shall indemnify and keep indemnified the Portfolio Manager from and against any charges arising out of payment of stamp duties or any taxes, including income tax, service tax and other direct taxes and from and against all costs, charges and expenses incurred by or levied on the Portfolio Manager acting as an agent of the Client. The Portfolio Manager shall have a lien on the Funds of the Client and the returns thereon, for the purpose of indemnifying itself as aforesaid.
- 20.5 The Portfolio Manager will be indemnified within the Funds deployed against any liability incurred by him for defending any proceedings, whether civil or criminal for which judgment is given in its favour or in which it has been acquitted or discharged by the

Court.

21. APPOINTMENT OF AGENTS BY THE CLIENT

- 21.1 The Client may appoint any person/s as Authorized Person/s, by executing a Power of Attorney in favour of such person/s, to perform and discharge any or all obligations of the Client hereunder and/or make any communication, as per the procedures given in Clause 21 of this Agreement, for and on behalf of the Client. The Client shall also provide a list of authorised signatories with their specimen signatures.
- 21.2 The Client shall intimate to the Portfolio Manager, the appointment of any person/s as mentioned in Clause 21.1 of this Agreement, by means of a written Communication.
- 21.3 The appointment of any person/s as mentioned in Clause 21.1 of this Agreement, shall become effective only on acceptance of such appointment by the Portfolio Manager in writing.

22. SET-OFF

In addition to any lien or other rights to which the Portfolio Manager may be entitled to under any applicable law, the Portfolio Manager shall have a right to set-off (without the giving of any notice of the same to the Client) all the Assets of the Client held by the Portfolio Manager against all monies due or owing by the Client to the Portfolio Manager or as may be claimable by the Portfolio Manager from the Client pursuant to any of the provisions of this Agreement or any other agreement between the Portfolio Manager and the Client, including without limitation, the Client's obligation to indemnify the Portfolio Manager under this Agreement or any other agreements. The Portfolio Manager shall be entitled to exercise such rights without prejudice to the other rights and remedies of the Portfolio Manager hereto.

23. CONFIDENTIALITY

- 23.1 Both Parties hereto shall, subject to the other terms and conditions of this Agreement and subject to such disclosures as are required to be made to facilitate the transactions under this Agreement and except to the extent required under law, maintain complete confidentiality about the matters concerning this Agreement during the term of this Agreement and for a further period of Five (5) years after the termination of this Agreement.
- 23.2 The Portfolio Manager may provide such information about the Client and the investments, instructions, confirmations and communications as the Portfolio Manager may consider necessary to (a) the agent/s, intermediaries to whom specific functions have been delegated and/or through whom the instructions of the Client are to be executed; and/or (b) the

employees, advisers, chartered accountants and legal counsel of the Portfolio Manager; and the client consents to the making of all such disclosures.

- 23.3 Notwithstanding anything mentioned herein, if required under any Applicable Law or Regulations or if otherwise deemed fit by the Portfolio Manager, the Portfolio Manager is hereby specifically authorised to disclose the identity / personal / financial data / information of the Client to the issuer / seller / transferor of the Security/ies or to the agent of such issuer / seller / transferor or to any government body, upon request and without any further consent from the Client.

24. DECLARATION

- a) The Client declares that all the details given in this Agreement are true and correct and any instructions given to the Portfolio Manager to transact business on the Client's behalf shall be in due conformity with the applicable laws as may for the time being be in force.
- b) Any tax implications arising out of any transaction entered into pursuant to this Agreement would be as per the provisions of the Income Tax Act, 1961, or any modification or re-enactment thereof.
- c) The Client agrees and declares that any and all tax liability will be the Client's sole responsibility.
- d) The Client has executed and delivered to the Portfolio Manager the following writings:
 - (i) Know Your Client Document
 - (ii) Other documents as specified by the Portfolio Manager.
- e) The Client declares that he has read and understood the contents of the current Disclosure Document and agrees to abide by the terms and conditions of the said document.
- f) The Client agrees and declares that the Funds invested by the Client are through legitimate sources only and does not involve and is not designed for the purpose of any contravention or evasion of any Applicable Laws (including, but not limited to the Prevention of Money Laundering Act, 2002), Rules and Regulations.

25. INFORMATION SHARING

In order to provide the Services to the Client, the Client authorizes the Portfolio Manager to share any information/data relating to the Client's investments made under this Agreement, with the person/entity who has introduced/referred the client to the Portfolio Manager.

26. SUCCESSORS AND ASSIGNS

The provisions of this Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and permitted assigns and Affiliates. Nothing in this Agreement either express or implied is intended to release either party or their respective affiliates from liability and responsibility with respect to its rights and obligations hereunder.

27. ALTERATION

The Portfolio Manager shall not, at its sole discretion, be entitled, at any time, to alter, vary, change or amend its Product/s and all or any of the Terms and Conditions including fees and charges contained herein except for the written consent of the Client and thereupon, such altered, varied, changed or amended Terms and Conditions shall prospectively apply as if the same were expressly incorporated herein.

28. NOTICE

- 28.1 Any notice and other communication given pursuant to this Agreement must be in writing and (a) delivered personally and by overnight courier, (b) sent by facsimile or other similar facsimile transmission or e-mail, (c) or sent by registered mail; to the addresses of the parties as provided above.
- 28.2 All notices and other communications required or permitted under this Agreement that are addressed as provided in this Clause will (a) if delivered personally or by overnight courier, be deemed given upon delivery; (b) if delivered by facsimile or similar facsimile transmission or e-mail, be deemed given when electronically confirmed; and (c) if sent by registered or certified mail, be deemed given when received. Any communication sent by facsimile or other electronic transmission shall be followed by a hard copy of the same and shall be subject to confirmation of receipt of the same by the Portfolio Manager, which confirmation may be given to the Client vide facsimile or e-mail. Any party from time to time may change its address, contact details, bank account, or any other important information for the purpose of notices to that party by giving a similar notice specifying new details, but no such notice will be effective until it is actually received by the party sought to be charged with the contents thereof.
- 28.3 Once fax instructions have been sent to the Portfolio Manager by the Client, the Portfolio Manager shall have no obligation to check or verify the authenticity or accuracy of such fax instructions purporting to have been sent by the Client and may act thereon as if the same has been duly given by the Client. The

Client understands that facsimile instructions are not a secure means of communication and the Client shall not hold the Portfolio Manager, and/ or its directors, officers and employees responsible for any action they may take (or decline to take) in the belief that the said facsimile instruction has been sent by the Client, notwithstanding that the said facsimile instruction may not have been sent by the client.

28.4 All notices by the Client to the Portfolio Manager shall continue to be in full force and effect until:

- (a) they are discharged; or
- (b) they are specifically cancelled by a subsequent notice; or
- (c) they are superseded by instructions to the contrary. Provided that the Portfolio Manager shall not be liable for any instructions executed or any orders placed prior to any notice cancelling or superseding such earlier notice.

28.5 In the event of receipt of conflicting notices by the Portfolio Manager, the Portfolio Manager may, in its discretion and without incurring any liability in any manner whatsoever, act on the notice last received and may in its discretion deem that such notice cancels the earlier notice in that regard.

28.6 If any notice is unclear, ambiguous or incomplete, the Portfolio Manager shall not be obliged to act upon the same. The determination by the Portfolio Manager that any notice is unclear shall be final and binding on the Client.

29. SEVERABILITY

If any provision of this Agreement is held to be illegal, invalid, or unenforceable under any present or future law, and if the rights or obligations under this Agreement of the Parties are not/ will not be materially and adversely affected thereby, (a) such provision will be deemed to be severed and the remaining provisions of this Agreement will remain in full force and effect; and (b) the parties shall agree upon a suitable alternative provision restoring to the extent possible the status quo ante.

30. WAIVER

Any Term or Condition of this Agreement may be waived at any time by the party that is entitled to the benefit thereof. Such waiver must be in writing and must be executed by an authorised officer of such party. A waiver on one occasion will not be deemed to be a waiver of the same or any other breach or non-fulfillment on any other occasion.

31. BINDING AGREEMENT

This Agreement shall be binding on the Portfolio Manager and its successors in title and permitted

assigns. This Agreement shall be binding on the Client and its heirs, executors, administrators, successors and permitted assigns.

32. ASSIGNMENT

32.1 The Portfolio Manager shall be entitled to assign its rights under this Agreement on providing notice in writing to the Client.

32.2 The Client shall not be entitled to assign its rights under this Agreement except with the express consent of the Portfolio Manager.

33. ENTIRE AGREEMENT; NO THIRD PARTY RIGHTS

33.1 This Agreement supersedes all prior discussions, information, writings, memorandums and documents exchanged and Agreements between the Parties with respect to the subject matter of this Agreement, and this Agreement contains the sole and entire Agreement between the Parties hereto with respect to the subject matter hereof.

33.2 Neither this Agreement nor any provision hereof is intended to confer upon any person other than the Parties to this Agreement any rights or remedies hereunder.

34. DISPUTE RESOLUTION

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

34.2 Any dispute arising out of or in relation to this Agreement shall be submitted by the parties to the arbitration of a sole arbitrator, who shall be any person nominated by the Portfolio Manager. The arbitration proceedings shall be governed by the Arbitration and Conciliation Act, 1996. Each party will bear the expenses / costs incurred by it in the arbitration proceedings. However, the cost of the sole arbitrator will be borne equally by both the parties.

The arbitration proceedings shall be held at Mumbai and the language of the arbitration shall be English.

35. JURISDICTION

The Courts of Mumbai shall have exclusive jurisdiction to adjudicate upon any claims of the parties.

36. GOVERNING LAW

This Agreement shall be governed by the laws of India.

37. STATUTORY RULES AND REGULATIONS

This Agreement is subject to the rules and regulations as are or may be framed / issued by the Central

Government, the Reserve Bank of India (RBI), SEBI and / or any other statutory and/or any other competent authority from time to time.

38. FURTHER ASSURANCES

In connection with this Agreement, as well as all transactions contemplated by this Agreement, each Party agrees to execute and deliver such additional documents and to perform such additional actions as may be necessary, appropriate or reasonably requested to carry out or evidence the transactions contemplated hereby.

39. COUNTERPARTS

This Agreement has been signed in duplicate, each of which shall be deemed to be an original.

40. RESTRICTIONS

This clause is in consideration of clause 3.1 and 6.4 of this agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written, in two counterparts, one such counterpart to be retained by the Client and the other by the Portfolio Manager

SIGNED SEALED AND DELIVERED by within named Client(s)

	First Applicant	Second Applicant	Third Applicant
Name	<div></div> <div></div>	<div></div> <div></div>	<div></div> <div></div>
Sign			

1. Client's Witness Sign.: _____ 2. Client's Witness Sign.: _____

Name: _____ Name: _____

Address: _____ Address: _____

SIGNED SEALED AND DELIVERED

by Banhem Securities Private Limited through its authorised signatories _____

1. P. M.'s Witness Sign. _____ 2. P. M.'s Witness Sign. _____

Name: _____ Name: _____

Address: _____ Address: _____

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