

# Carnelian Asset Advisors LLP

SEBI Registration Number: INP000006387

Investment Strategy Name	
First Holder Name	
Second Holder Name	
Relationship Manager (Entity Name & contact details)	

Registered Office: B--1405, One BKC, Bandra Kurla complex,  
Bandra (E) ,Mumbai , Maharashtra, India – 400051 .

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# PORTFOLIO MANAGEMENT - AGREEMENT

This Portfolio Management Agreement (hereinafter referred to as "the Agreement" is made at Mumbai on the \_\_\_\_\_ day

\_\_\_\_\_ of 2020 between:

Carnelian Asset Advisors LLP (earlier known as Omniscient Capital Advisors LLP ), a limited liability partnership incorporated under the Limited Liability Partnership Act , 2008 on March 13, 2018 and having its Registered office at B--1405, One BKC, Bandra Kurla complex, Bandra (E)Maharashtra, India - 400051.(hereinafter referred to as "the Portfolio Manager" or "Carnelian " which expression shall include, unless repugnant to or inconsistent with the subject or context thereof, its successors and assigns) of the one part; and

Mr./Mrs./M/s \_\_\_\_\_

\_\_\_\_\_ resident of/having its registered office at/having its principal place of business at (hereinafter referred to as "the Client" which expression shall include, unless repugnant to or inconsistent with the subject or context thereof his/her/its successors, administrators, and executors) of the other part.

## WHEREAS:

1. The Portfolio Manager is duly authorized by the Securities and Exchange Board of India (hereinafter referred to as "SEBI") to provide Portfolio Management Services interalia include Discretionary, Non-Discretionary Services and Advisory Service vide Registration no. INP000006387.
2. The Portfolio Manager has agreed to provide Discretionary Portfolio Management Services and the Client has agreed to avail the same subject to applicable law and the SEBI Regulations (defined here in below) and as may be amended from time to time.
3. The Portfolio Manager has made available to the Client a copy of the "Disclosure Document" and the Client having read and understood the contents of this document, has agreed to avail of the services of the Portfolio Manager in accordance with the terms and conditions set out in this Agreement.

Terms used in this Agreement but not

defined shall have the meaning assigned to them under the Securities and Exchange Board of India (Portfolio Managers) Regulations, 1993 as amended from time to time (hereinafter referred to as "the SEBI Regulations")

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

## I. APPOINTMENT OF THE PORTFOLIO MANAGER

The Client hereby appoints the Portfolio Manager to provide Services (as defined hereinafter) for the Funds/Securities deployed by the Client in accordance with the provisions of this Agreement. Simultaneous with the execution of the Agreement, the Client shall execute and deliver to the Portfolio Manager a Power of Attorney authorizing the Portfolio Manager or any person authorized by the Portfolio Manager in this regard to do all acts on behalf of the Client necessary for rendering the Services in terms hereof. This Agreement is deemed to have commenced from the date hereof and shall be in force till terminated.

## II. SCOPE OF SERVICES

1. The Portfolio Manager agrees to provide Discretionary Portfolio Management Services (hereinafter referred to as "the Service") which shall be in the nature of investment management and may include the responsibility of managing, renewing and reshuffling the portfolio, buying and selling the securities, keeping safe custody of the securities and monitoring book closures, dividend, bonus, rights, etc. so as to ensure that all benefits accrue to the Client's Portfolio, for an agreed fee structure and for the period hereinafter described, entirely at the Client's risk.
2. The Portfolio Manager shall individually and independently manage the funds/portfolio of each Client in accordance with the terms herein and subject to the SEBI Regulations.
3. The Portfolio Manager shall act in a fiduciary capacity and shall be acting both as an agent and a trustee of the Client's account.

#### 4. DEFINITIONS

- a. **“Agreement”** means this Discretionary Portfolio Management Services Agreement, as amended, modified, supplemented or restated from time to time together with all annexures, schedules and exhibits, if any.
- b. **“Business Day”** means any day other than a day declared as a public holiday under the Negotiable Instruments Act, 1881, a Saturday or a Sunday, a day on which banks or stock exchanges are closed and any other day on which normal business cannot be transacted due to storms, floods, bandhs, strikes or such other events as the Portfolio Manager may specify from time to time. The Portfolio Manager reserves the right to amend the definition of “Business Day”.
- c. **“Disclosure Document”** means the Disclosure Document filed by the Portfolio Manager with SEBI as required under the SEBI Regulations and as may be amended by the Portfolio Manager from time to time.
- d. **“Net Realized Value”** means the net value realized of the Securities held in the Client Portfolio pursuant to any sale, transfer, redemption, buy-back or other mode of realization which, as the case may be, inclusive of returns, entitlements, dividend, interest, premium, discounts, bonus, if any, net of amounts that may be payable by the Client in respect of the Portfolio which include but are not restricted to custodian fee, bank charges, stamp charges, legal fees and out of pocket expense incurred in respect of Portfolio and all taxes deducted at source by the Portfolio Entity/ies or otherwise.
- e. **“Parties” or “Party”** means the parties/party(as the case may be) to this Agreement which shall include its/their successors and legal heirs.
- f. **“SEBI”** shall mean the Securities and Exchange Board of India established under sub-section (1) of Section 3 of the Securities and Exchange Board of India Act, 1992.
- g. **“SEBI Regulations”** shall mean the Securities and Exchange Board of India (Portfolio Managers) Regulations, 1993 as amended and modified from time to time and including any circulars/notifications issued pursuant thereto.

- h. **“Securities”** for the purpose of the Agreement shall mean and include securities/instruments of Portfolio Entities including equity shares, quasi equity shares, preference shares, debentures (whether convertible or non-convertible and whether secured or unsecured and whether listed or unlisted), convertible securities, depository receipts, bonds, secured premium notes, government securities, pass-through certificates, treasury bills, units, derivatives, equity linked products, debt, hybrid debt products, mortgage-backed securities, commercial debt papers, notes, units of a trust, units of a domestic venture capital fund and any other instrument falling within the definition of ‘security’ under section 2(h) of the Securities Contract (Regulation) Act, 1956.

#### III. OBJECTIVE

- 4. The main functions of the Portfolio Manager as under this Agreement are as follows:-
  - a. To independently manage the funds/portfolio of the Client in accordance with the provisions of this Agreement and the Disclosure Document submitted to the Client in accordance with the SEBI Regulations (“Disclosure Document”).
  - b. To deploy the funds/portfolio of the client in accordance with the investment objective as provided under the disclosure document filed with SEBI, as updated from time to time or as provided herein subject to any restrictions and stipulations as provided under the SEBI Regulations.
  - c. To manage the risks pertaining to the nature of the Portfolio Investment as stated herein and in the Disclosure Document (as may be updated, amended, modified or revised from time to time).
- 5. For the avoidance of doubt, it is clarified that the choice exercised (in good faith) by the Portfolio Manager in deploying the funds/portfolio of the Client shall be absolute and final and cannot be called in question or be open to review at any time during the currency of the agreement or any time thereafter except on the ground of malafide, fraud, conflict of interest or

gross negligence, the Investments selection exercised by the Portfolio Manager shall be final, binding and irrevocable during the currency of the Agreement.

6. The Portfolio Manager may take such steps, as may be necessary, incidental, ancillary or conducive to the fulfillment of the objective of this Agreement and necessary from time to time to realize the objectives without any limitation. Provided, however, that the Investment Amount herein shall not be in any manner be used for investment in such instruments as may be expressly prohibited by SEBI or RBI or other regulatory bodies or other relevant bodies from time to time.
7. Subject to SEBI Regulation, the Portfolio Manager may and the client hereby authorizes him to participate in securities lending and undertake derivatives transactions as may be permissible by Regulations.

#### IV. CLIENTS COVENANTS

8. The Client shall ensure that he/she/it is eligible to enter into this Agreement. The Client having agreed to avail of the Service shall be deemed to have satisfied himself/herself/itself with regard to eligibility in this respect.
9. The Client recognizes that, the Portfolio Manager shall deal exclusively with the Client in respect of this Agreement and shall, under
10. No circumstances, recognize or take cognizance of any privity of contract between the Client and any other person, or entity in respect of this Agreement.
11. It is expressly agreed by the client that, the relationship of Portfolio Manager with each Client is exclusive and does not create any conflict of interest whatsoever amongst the Clients inter-se or between the Clients as a group and the Portfolio Manager.
12. The Client confirms that it is aware of all risks of investing in Indian securities and particularly of investing with the Portfolio Manager. The Client also confirms that it has perused all of the risks as documented in disclosure document and

Schedule IV herein, updated from time to time.

13. The Client hereby represents, warrants and assures the portfolio manager and agrees and undertakes to the portfolio manager that:

- a) The Portfolio handed over to the Portfolio Manager, absolutely belongs to him/her/it and there are no encumbrance on the same of whatever nature and that he/she/it shall not create any encumbrance on the portfolio, whether by way of pledge, lien, mortgage, hypothecation or any other charge, during the currency of this agreement.
- b) Except to the extent declared in Schedule III of this Agreement, he/she/it is not privy to and does not have access, directly or indirectly, to price sensitive information of any other company / body corporate. The Client agrees to inform the portfolio manager in case of any changes subsequent to the execution of this Agreement.
- c) He/she/it shall at all times be in compliance with all relevant laws, rules and regulations as may apply to the portfolio, or in respect of any dealing thereof.
- d) The Client further confirms that he/she/they/it are not violating any laws or applicable regulations including the Prevention of Money Laundering Act, Foreign Exchange Management Act and other applicable regulations and rules at the time of entering into this Agreement and agrees that upon any disability being subsequently discovered by the Portfolio Manager or by any Regulatory Authority, leading to a premature termination or pecuniary loss, the consequences for the same shall be entirely to the cost and consequence of the Client.

#### V. POWERS, OBLIGATIONS, DUTIES AND RESPONSIBILITIES

14. The Client hereby authorizes the Portfolio Manager to do all such acts or things on behalf of the Client as may be incidental or consequential to the discharge of its responsibilities under this Agreement.

15. The Portfolio Manager shall invest the funds in accordance with the SEBI Regulations and the Securities Exchange Board of India, Act 1992 and the rules, regulations, guidelines made under it, as amended from time to time.
16. The Portfolio Manager may manage the funds raised or collected or brought from outside India in accordance with the Securities and Exchange Board of India (Foreign Portfolio Investors) Regulations, 2014.
17. In the event the Client is not an individual, the Portfolio Manager shall be entitled to rely upon any instructions/notices it believes in good faith to be given by a person who is duly authorized by the Client in this behalf. Without prejudice to the aforesaid, the Portfolio Manager shall be entitled to rely upon a copy of a board resolution of the Client authorizing such person to act on behalf of the Client in respect of this Agreement. In the event of the revocation of authority of any such person, the Client shall promptly inform the Portfolio Manager of such revocation.
18. Unless otherwise decided, in the event the Client is a partnership, all funds/portfolio/assets shall be held in the name of any one or more of its partners (as the Portfolio Manager may determine) and, in the event the Client is a Hindu Undivided Family, be held in the name of its Karta.
19. The Portfolio Manager shall provide periodic statements on investments (including calculations in respect of the purchase price and the sale price), made on behalf of the Client. The Portfolio Manager shall provide a Valuation Report (NAV Report) pertaining to the portfolio of the Client at the frequency prescribed by SEBI from time to time.
20. The Portfolio Manager shall seek advice or appropriate directions where required, from competent authority, under applicable laws, with regard to the continuation of this agreement and other agreement with the Client, if any affected by such a change. The Portfolio Manager shall act as per law.
21. The Portfolio Manager shall maintain books and records, relating to its transactions undertaken for or on behalf of the Client to ensure compliance with the Regulations. The Portfolio accounts of the Portfolio Manager shall be audited annually by an independent chartered accountant, appointed by the Portfolio Manager. A copy of the certificate issued by such chartered accountant, [in respect of the Clients Portfolio] shall be given to the Client. The Portfolio Manager shall provide such account statements, information, documents or excerpts thereof as are relevant for annual filings and as may be requested by the Client in writing to assist the auditors of the Client or as required by SEBI in this regard.
22. The Portfolio Manager may at its discretion, appoint and remove agents, determine their emoluments and execute such contracts on terms that the Portfolio Manager may think fit.
23. The Portfolio Manager may open and operate under POA, one or more bank accounts, for or on behalf of the Client, for purposes of this Agreement, to deposit and withdraw monies and fully operate the same. Such bank account may be opened with any Bank as per the discretion of the Portfolio Manager.
24. The Client shall pay for all costs, charges and expenses incidental to the administration and execution of the Investment Amount deployed by the Client and the management and maintenance of the property, including reimbursement of expenses incurred by the Portfolio Manager, any custodian, fund accountant, professionals, if appointed for the securities and/or any other entities or agents entitled to the benefit thereof.
25. The Portfolio Manager may open and operate under POA, Depository Account for or on behalf of the Client, for depositing the securities and fully operate the same for the purposes of this Agreement. Such depository account may be opened with a Depository Participant of NSDL or CDSL or with any other depository participant at the discretion of the Portfolio Manager.
26. The Portfolio Manager may appoint custodian for settlement and operations of DP Accounts regarding securities on

such terms as the Portfolio Manager may think fit.

27. The Portfolio Manager will avoid any conflict of interest in relation to its decisions with regard to investments in respect of the Client's account or else, where such a conflict of interest does arise, shall ensure fair treatment as on an arm's length basis to all Clients. The Portfolio Manager shall not place its personal interest above that of the Client.
28. The Portfolio Manager shall not lend the securities of the client unless authorized by the client in writing.
29. Subject to aforesaid, the Portfolio Manager shall from time to time:
  - a) Purchase or sell securities inter-se among clients;
  - b) Having business relationship with issuing companies or corporations whose securities are privately placed and to hold, purchase or sell to the client account from such stock of securities;
  - c) Deal with any broker in securities, on behalf of its clients, to the extent permissible by applicable law;
30. Purchase or hold or sell at the prevailing market price for the clients account, any securities inter-se among two clients' accounts, even if it enjoys business relations with the said clients;
31. The Client hereby authorizes the Portfolio Manager to disclose his Portfolio details including but not limited to composition of Portfolio, value, purchase/sell, transactions, reports on investments, etc. to his distributor / intermediary through whom, the client has approached the Portfolio Manager. The client hereby indemnifies the Portfolio Manager from any loss, charges, damages, etc. arising out of such disclosures to the distributors / intermediaries.
32. The Client shall maintain utmost secrecy with regard to investment made by the Portfolio Manager on his/her/its behalf. In no case shall the Client replicate for his/her/its or for the benefit of others,

the investments made by the Portfolio Manager.

33. The Client shall pay the agreed fees at the agreed intervals / frequency to the Portfolio Manager in the manner as hereinafter provided.
34. The Client shall not directly dispose off or acquire any Securities held in the Portfolio, except as agreed by the Portfolio Manager. The Custodian / Bank or Broker appointed under the Portfolio Management Agreement is not authorized to accept instructions directly from the Client. The Client shall not issue any direct instructions to the Custodian or the Broker or the Bank in this respect.
35. The Client shall within fourteen days of receipt of the Portfolio Holding Statement notify the Portfolio Manager in writing if it notices any discrepancies or shortfalls in the same. In case the Client does not notify the Portfolio Manager in writing of any discrepancies or shortfalls in the Portfolio Holding Statement in the stipulated period, the same shall be deemed to be correct.
36. The Client shall plan and pay any tax (long term or short term capital gains, income tax etc.) and other governmental liabilities that may arise as a consequence of the portfolio transactions on its account. It should be clearly understood that tax considerations should not be allowed to supersede investment decisions even though the Portfolio Manager recognizes the desirability of maximizing post tax returns.
37. The Portfolio Manager shall maintain arm's length relationship with other companies or any intermediary or anybody corporate with which the Portfolio Manager may be associated.
38. The Portfolio Manager shall be responsible for furnishing such information as is required in accordance with the SEBI Regulations.
39. The Portfolio Manager shall take all precautions and steps to prevent any insider trading and shall comply with the provisions of the SEBI (Prohibition of Insider Trading) Regulations, 2015 as amended from time to time.

## VI. INVESTMENT OBJECTIVES & GUIDELINES

40. Subject to SEBI Regulations and its restrictions, if any, the Portfolio Manager shall invest in respect of the Client's Portfolio in such Domestic and / or Foreign capital and money market instruments or in fixed income securities or variable securities of any description, by whatever name called, including but not limited to :
- a) Equity and Equity related securities including Unlisted Securities, pre IPO placements, Initial Public Offerings, Book Building Issues, Private Equity, Preferential Issues and Related Offerings, Convertible Stock and Preference Shares;
  - b) Debentures (Convertible and Non-Convertible), Bonds and Secured Premium Notes, Securitized Debt, Pass Through Certificates and instruments which are quasi-debt instruments, Tax-exempt Bonds;
  - c) Government and Trustee Securities;
  - d) Units, Magnums and other instruments of Mutual Funds;
  - e) Bank Deposit;
  - f) Treasury Bills;
  - g) Commercial Papers, Certificates of Deposit and other similar Money Market instruments;
  - h) Derivatives including futures & options on Individual stocks, futures & options on stock indices, interest rate swaps, forward rate agreements and any other derivative instruments as may be introduced from time to time;
41. Other eligible modes of investment and/or forms of deployment within the meaning of the Regulation issued by SEBI as amended from time to time and as not specifically prohibited under SEBI (Portfolio Managers) Regulations, 1993.
42. The Portfolio Manager shall have the sole and absolute discretion to invest in respect of the Client's account in any type of security subject to aforesaid clause and as stated in the Disclosure Document and make such changes in the investment and invest some or all of the Client's fund/portfolio/account in such manner and in such markets as it may determine in its sole discretion. The securities invested / disinvested by the Portfolio Manager may differ from Client to Client. The Portfolio Manager's decision in deployment of the Client's account is absolute and final and can never be called in question or be open to review at any time during the currency of this agreement or any time thereafter except on the ground of malafide, fraud, conflict of interest or gross negligence, the Investment selection exercised by the Portfolio Manager shall be final, binding and irrevocable during the currency of the Agreement. This right of the Portfolio Manager shall be exercised strictly in accordance with the relevant Acts, rules and regulations, guidelines and notifications in force from time to time.
43. Market operations and/or sale and purchase transactions will be ordinarily done through empanelled brokers. However, the Portfolio Manager, in its absolute discretion, may resort to transactions through private placement, arrangements, treaties and/or contracts for facilitation acquisition and/or disposals, as the case may be.
44. The Portfolio Manager may ordinarily purchase or sell securities in aggregate for economy of scale and then inter-se allocate the same amongst its clients on pro rata basis and at weighted average price of the day's transactions or separately purchase or sell securities for each client.
45. Any transaction of purchase or sale including that between the Portfolio Manager's own accounts and client's accounts or between two clients account shall be at the prevailing market price.
46. In the management of the Client's account/portfolio, the Portfolio Manager may, at its sole discretion apply for, subscribe, obtain, buy, accept, acquire, endorse, transfer, redeem, renew, exchange, dispose, sell or otherwise deal in the securities specified in the sub-clause (1) above and generally manage, convert, transpose and vary the investments in respect of the Client's account/portfolio in such manner as the Portfolio Manager in its absolute discretion thinks fit and proper. Accruals, accretions, benefits, allotments, calls



refunds, returns, privileges, entitlement, substitutions and replacements or any other beneficial interest including dividend, interest, rights, bonus that accrue to the investments in respect of the Client's account shall be received by the Portfolio Manager in the name of the client.

47. The Portfolio Manager shall observe a high standard of integrity and fair dealing in all transactions involving the Client's account. The Portfolio Manager and/or any of its Directors, employees and associates shall not derive any benefit, whether direct or indirect out of the Client's account. The Portfolio Manager shall maintain appropriate records for every transaction done in respect of the Client's account. The Portfolio Manager shall have a reasonable and adequate basis for every such decision.
48. The Portfolio Manager shall not while dealing with Clients' funds indulge in speculative transactions that is, he shall not enter into any transaction for purchase or sale of any security which is periodically or ultimately settled otherwise than by actual delivery or transfer of security except the transactions in derivatives. All purchases will be against payment or against sales for which delivery has been made and sales against delivery of scripts or against purchase for which payment has been made subject, however to the Portfolio Manager's inability to give and/or receive delivery due to reasons and circumstances beyond its control.
49. All remittance for investments in Foreign Securities shall be handled by the Portfolio Manager through designated Authorised Dealer and subject to such other requirements as prescribed by the relevant Act, Rules and Regulations, Guidelines, etc.
50. The Portfolio manager shall be free to deploy idle cash balances of the Client, which may arise from time to time, in bank deposit, liquid or money market mutual fund schemes government securities, treasury bills or debt securities etc. in accordance with the permissible instruments as specified under SEBI regulation from time to time.

51. The Portfolio Manager may invest in the shares, debts, deposits and other financial instruments except other than mutual funds of group companies with prior consent of the Client which shall be obtained in writing. The investment in shares of group companies will be governed by arm's length relationship and in accordance with the specific regulations under SEBI or any relevant regulations.

## VII. INVESTMENT AMOUNT

52. The Client shall pay to the Portfolio Manager, an initial corpus or the "Investment Amount" comprising of cash and/or securities as specified in Schedule I to this agreement for the Product Strategy as specified in Schedule I .The value of such Investment Amount must not be less than the minimum acceptable amount as may be defined by the Portfolio Manager from time to time. The Portfolio Manager has discretion to define a minimum acceptable amount higher than the SEBI specified amount as minimum acceptable Portfolio value.
49. The Portfolio Manager shall endeavor to invest the Investment Amount as soon as possible. Pending such investment, and any amount received from Client's account which remains uninvested may be kept in a bank account including but not limited to pool account opened at the discretion of the Portfolio Manager. The Portfolio Manager shall not derive any benefit or profit out of such amounts remaining unutilized pending investment.
53. The Client may on one or more occasions or on a continuous basis, make further placement of funds / securities under the service with the consent of Portfolio Manager. It is clarified client will have right to switch from one strategy to another based on mutual consent of both the parties and the amount invested in all future product strategies shall be governed through this agreement. It is further clarified that fee shall be charged as per the respective product strategy.

## VIII. PERIOD & TERMINATION

54. This agreement shall commence from the date of execution of this Agreement and shall continue for the period of 25 years or till the time both parties mutually

decides to terminate or terminated by virtue of any clause under this agreement, whichever is earlier.

55. This agreement shall remain in force until the tenure of the agreement is expired or Portfolio Manager receives a notice of termination issued by the Client in the manner stated hereafter, which ever is earlier.

a) This Agreement may be terminated by the Client by giving a prior Notice of termination of minimum 60 (sixty) days to the Portfolio Manager and thereupon, the Agreement shall stand terminated on the expiry of the period on the same date as stipulated by the Client in the notice of termination.

b) 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.

c) In the event of death, insolvency, dissolution or winding up of a Client during the currency of the Agreement, and on receipt of notice, in writing of such an event, the Portfolio Manager shall cease operations of the Client's account, and the Agreement shall stand terminated with effect from the date of such intimation to the portfolio manager.

56. The Client may at his sole risk terminate the Agreement before the maturity of the contract under the following circumstances:

a) Voluntary or compulsory termination of the Services by the Portfolio Managers.

b) Suspension or cancellation of the certificate of registration granted to the Portfolio Manager by SEBI and/or any other competent authority.

c) Bankruptcy or liquidation of the Portfolio Manager.

57. In the event that this Agreement is terminated for any of the reasons stated

above, the Portfolio Manager shall take or cause to be taken, all necessary steps to close and/or transfer all accounts maintained by the Client with the Portfolio Manager and/or any agents or sub-agents in relation to Services provided under this Agreement, within a period of 30 (Thirty) days from the Date of Termination.

58. Notwithstanding what is stated herein, this agreement can be terminated at any point of time by either party by giving a written notice of not less than 30 days, without assigning any reason, and cause the Client to close or transfer its portfolio/account to other intermediaries.

#### IX. REDEMPTION AND REPAYMENT

59. The Portfolio Manager shall, on cancellation, expiry and/or earlier termination of this Agreement, as stated hereinabove arrange to deposit the Net Realizable Value (i.e. gross market value net of costs of realization) of Securities held in the Client's account together with all accrual, accretions, benefits, allotments, call refunds, returns, privileges, entitlement, substitutions and/or replacements or any other beneficial interest including dividend, interest, bonus as well as residual cash balance, if any on such date, subject to the Client fulfilling all his obligations under this Agreement in the designated Bank Account or to such other account of the Client, as may be instructed by the Client to the Portfolio Manager in writing. The Securities shall be disposed of by the Portfolio Manager as provided for in the Securities Contracts (Regulation) Act, 1956 and/or any other relevant statute unless the Client desires, in writing, by giving at least 60 (sixty) days prior notice or of such duration as mutually agreed by both the parties for termination of this agreement, to receive back the Securities made in his/her/its name to the extent that the same can be handed over to him/her/it. The amounts so realized, and/or the Securities, as the case may be, together with the un invested part of the Investment Amount, along with all such moneys due from the Portfolio Manager to the Client, if any, due and belonging to the Client, shall be made over to the

Client, subject to the following deductions.

- i. Interim disbursements, if any, of amounts paid to the Client as given below;
  - ii. Portfolio Manager Fee levied and/or to be levied by the Portfolio Manager;
  - iii. Transaction fee levied and/or to be levied by the Portfolio Manager;
  - iv. Incidental expenses at actual incurred by the Portfolio Manager on account of the Client;
  - v. All taxes, rates, fees, duties, commissions, cost, charges, penalties, deductions, recoveries and/or appropriations etc., to be made in accordance with law or otherwise on account of the Clients.
  - vi. Any other dues, liabilities, obligations etc. owned by/due on account of the Client under this agreement
60. The Portfolio Manager, by disbursement through payment or otherwise as provided hereinabove, subject to all the above recoveries, deductions and appropriations, shall be validly discharged of all its obligations owed to the Client or his/her/its nominee, as the case may be, in respect of this Agreement.
61. Any accruals, accretions, benefits, allotments, calls, refunds, returns, privileges, entitlement, substitutions and/or replacement or any other beneficial interest including dividend, interest, rights, bonus, voting right arising out of the redemption amount hereinabove, shall accrue to or vest in the Client's account, which, if received by the Portfolio Manager shall be returned/made over to the Client net of tax after deduction of tax at source.
62. The Portfolio Manager may, at its sole discretion, choose to effect interim disbursements at the request of the Client or otherwise of amounts against the amount payable for redemption hereinabove, on annual or such other frequencies, as the Portfolio Manager deems fit, without setting any precedent whatsoever and without conferring any right on the Clients to demand such other

similar disbursements from the Portfolio manager at any stage in respect of this Agreement.

#### X. FEES AND CHARGES

63. Notwithstanding anything contained herein or elsewhere, a Portfolio Management Fee and other charges and reimburse all expenses, as specified in Schedule II forming part of this agreement
64. Shall be directly debited to the Client's portfolio/account, by the Portfolio Manager, shall inform the Client, at a frequency as agreed with Client and stated in **Schedule II**.
65. The Client hereby grants his consent to the same.

#### XI. TRANSFER, REGISTRATION AND CUSTODY

66. The Client authorizes the Portfolio Manager to hold the securities / funds belonging to the portfolio account of the Client in Portfolio Manager's own name or in the name of the Client for the purposes of this Agreement. The Portfolio Manager shall, where necessary, in the interest of the Client, take adequate steps for transfer/registration of the Client's Securities in his/her/its name and/or in the name of the Portfolio Manager for claiming and receiving all accruals, accretions, benefits, allotments, calls, returns, privileges, entitlements, substitutions and/or replacements or any other beneficial interest including dividend, interest, rights, bonus owing to the Client on account of such investments. The Portfolio Manager shall take necessary steps for conversion of securities when necessary. The voting rights and such other rights in respect of the Securities held by the Portfolio Manager either in its own name or in the name of the Client shall rest with Portfolio Manager. Subscription / renunciation of rights entitlements shall be at the sole discretion of the Portfolio Manager.
67. The Portfolio Manager shall arrange for the custody of Securities held on account or such other activities of the Client under this Agreement by keeping them in its actual custody or by outsourcing such activities to agent / custodian for this

purpose, at its sole discretion. The Portfolio Manager shall take all reasonable care and precaution for the safe custody of the said securities and extent the same degree of care as would a man of prudence.

## XII. ACCOUNTS AND RETURNS

68. The Portfolio Manager shall maintain a separate portfolio record in the name of the Client in its books for accounting the assets of the Client and any additional income, receipts and disbursements in connection therewith as provided under the SEBI (Portfolio Managers) Regulations, 1993. The Portfolio Manager shall provide on a periodic basis statement on investments / disinvestments and all credits to the account of the Client by way of accruals, accretions, benefits, allotments, calls, refunds, returns, privileges, entitlements, substitutions and/or replacements or any other beneficial interest including dividend, interest, rights, bonus received from time to time as well as debits per clause X. The Portfolio Manager may outsource this function to a third party.
69. The Portfolio Manager shall furnish a Statement of Accounts and a Portfolio Report to the Client, at periodic interval. The Portfolio Report shall provide the Valuation of the Securities as on the date of the report, for which purpose the Securities shall be valued at the market price

## XIII. RISKS AND LOSSES

70. The Client acknowledges that he/she/it has received and read the Disclosure Document provided by the Portfolio Manager as specified in Schedule V of the Regulations along with a certificate in Form C as specified in Schedule I of the said Regulations.
71. The investments made on account of the Client under this agreement do not assure or guarantee the Client any minimum or fixed return.
72. The Portfolio Manager shall not be responsible for any loss or damage occasioned including but not limited to market conditions, Force Majeure circumstances, delays on the part of Companies, Corporations or other

authorities including Government authorities in registering transfer of securities or other factors beyond the control of the Portfolio Manager. The securities which are so purchased and refused to be transferred in the name of the Client or the Portfolio Manager, by the Company or Corporation concerned, will be sold by the Portfolio Manager, at the best available market rate, at the risk and responsibility of the Client concerned. 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.

## XIV. PROTECTION OF ACT DONE IN GOOD FAITH

73. The Portfolio Manager shall not be under any liability on account of anything done or omitted to be done or suffered by the Client in good faith in accordance with or in pursuance of any request or advice of the Investment made by the Portfolio Manager or any agents.
74. The Portfolio Manager may act upon any advice of or information obtained from any bankers, accountants, brokers, professionals, agents or other persons acting as agents or advisers of the Portfolio Manager and the Portfolio Manager shall not be bound to supervise the acting of any such persons nor to verify the advice or information obtained there from and the Portfolio Manager shall not be liable for anything bonafide done or omitted or suffered in reliance upon such advice or information nor be responsible for the consequence of any mistake or oversight or error of judgment on the part of the Portfolio Manager or any attorney or agent of other person appointed by it hereunder.

## XV. LIMITATION OF CLIENT'S RIGHTS

75. In no event shall a 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 any Client, except out of funds held by it for the purpose under the provisions of these presents.

76. The liability of the Client under the Portfolio shall be restricted to the extent of the value of the Clients Portfolio with the Portfolio Manager under this agreement as on that date.
77. The Client acknowledges that he/she/it is aware of the obligations under the Securities and Exchange Board of India (Substantial Acquisition of Shares and Take-overs) Regulations, 2011 and is solely responsible for the obligations there under. The Client agrees and undertakes to inform the Portfolio Manager of any acquisition of securities by him, directly or indirectly, which will result in him incurring an obligation to make announcements of the acquisitions upon reaching specified percentage limits or making an open offer under the SEBI (Substantial Acquisition of Shares and Take-overs) Regulations, 2011.

XVI. ACCEPTANCE OF CERTIFICATE

78. The Portfolio Manager may accept, as sufficient evidence of the value of any investment or the cost price or sale price thereof or of any stock exchange quotation or any other fact within his competence, a certificate by a stock broker or other professional person approved by the Portfolio Manager for this purpose.

XVII. CONFIDENTIALITY

79. Each Party shall keep the Confidential Information relating to the other, confidential. Except as provided in this Clause, the Parties agree to hold in confidence and not use, disclose or reveal any Confidential Information disclosed to it by the other Party. None of the Parties shall issue any public release or public announcement or otherwise make any disclosure concerning this Agreement, without the prior written approval of the other Party; provided however, that nothing in this Agreement shall restrict any of the Parties from disclosing any information as may be required under applicable Law subject to providing a prior written notice of seven (7) business days to the other Parties, where possible.
80. The Portfolio Manager expressly agrees that no reference should be made to the Client's portfolio or this Agreement in any of its promotional endeavors and no

advertisement or other public statement shall be made by the Portfolio Manager or its employees or its agents in connection with this Agreement, in any manner or medium, including but not limited to assertions or statements implying that the Client supports, approves or endorses any of the product, service, interest, position, or ideology of the Portfolio Manager unless such reference or advertisement or statement has been approved in writing by the Client.

81. Nothing contained herein shall affect the right of the parties to disclose any confidential Information to their employees, directors or professional adviser including to their affiliates, subject to obligations of confidentiality substantially similar to those as applicable to the disclosing Party hereunder, and/or to any of the Governmental Authorities or other person as required under applicable law.
82. Further, nothing contained in this Clause shall restrict disclosure of any information (including any Confidential Information):
- a) To the extent that such information is or comes into the public domain other than by breach of this agreement;
  - b) To the extent that such information is required to be disclosed by any applicable law or required to be disclosed to any Governmental Authority to whose jurisdiction the Party making disclosure is subject or with whose instructions it is customary to comply;
  - c) In so far as it is disclosed to the employees, directors or professional advisers of such Party including the affiliates of such Party, provided that such Party shall procure that such persons treat such information as confidential;
  - d) To the extent that any of such information is/are later acquired by any Party from a source not obligated to any other Party hereto, or its affiliates, to keep such information confidential;
  - e) To the extent that any of such information was previously known or

already in the lawful possession of a Party, prior to disclosure by any other Party hereto; and

- f) To the extent that any information, materially similar to the Confidential Information, shall have been independently developed by any Party without reference to any Confidential Information furnished by any other Party hereto. For the avoidance of doubt, for the purposes of this Clause, Confidential Information shall mean all non-public information that this Agreement or a Party to it designates as being confidential, or which, under the circumstances of disclosure ought to be treated as confidential including (without limitation) information relating to the financial and accounting books and records, marketing or promotion of any product or services, business policies or practices, and information received from others that a Party to this Agreement is obliged to treat as confidential ("Confidential Information");

#### XVIII. ADDITIONAL TERMS AND CONDITIONS APPLICABLE TO NRIs

83. In the event of the Client being a non-resident Indian ("NRI") (as understood in the applicable foreign exchange laws), 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 approvals required from the RBI). The Client shall adhere with all requirements of all exchange control regulations applicable to the Client in all dealings / transactions.

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

- d) The Portfolio Manager shall not be liable for any loss caused to the Client as a consequence of any delay of RBI or any other regulatory authority.
- e) The Client shall indemnify the Portfolio Manager for the consequences that the Portfolio Manager may suffer due to any non-compliance by the Client with any regulatory requirements.
- f) Without prejudice to the other provisions contained hereinabove, in all dealings with the Client the Portfolio Manager shall be entitled to presume (without being bound to) that the Client has obtained all necessary approvals pursuant to the applicable exchange control regulations.
- g) In the event of any Securities purchased for the Client not being registered in the Client's name due to any regulatory reasons (including without limitation the percentage of NRI holdings in the relevant company exceeding permissible limits), the Client shall be liable for and shall indemnify the Portfolio Manager from all losses that the Portfolio Manager may suffer as a consequence of such transaction (including, without limitation, the loss arising out of the sale of such securities in the market).
- h) The Portfolio Manager shall be entitled to deduct tax at source on the basis of certificates and/or statements of calculation of income and capital gains given to the Portfolio Manager by the Client or the Client's chartered accountants. The Client shall provide with tax residency certificate and such other documents required by the Portfolio Manager for purpose of determining tax withholding applicable under Indian tax laws. The Portfolio Manager shall not be liable for any inaccuracy or error in the computation thereby and shall be entitled to rely upon the same as

being true, fair and complete in all respects. The Client shall indemnify the Portfolio Manager for all losses caused as a consequence of any misrepresentation, incompleteness, inaccuracy or error in such computations / statements / certificates, as the case may be.

**XIX. NOMINATION**

84. Individual Clients can singly / jointly nominate another person in nomination field prescribed as their nominee.
85. In case of joint accounts, on intimation of death of either holder, the Agreement shall stand transferred to the survivor for all practical and legal purposes. The surviving holder shall be entitled to receive the portfolio, as it was outstanding on the death of the first / joint holder. The surviving holder shall be liable for any outstanding or future dues payable to the Portfolio Manager.
86. In case of corporate, the administrator/receiver/such other legal person so appointed shall be entitled to portfolio as or, the date of intimation to the Portfolio Manager of its insolvency/dissolution/winding up of the said corporate.

**XX. INDEMNITY TO PORTFOLIO MANAGERS**

87. It is expressly agreed between the parties that nothing contained under this Agreement amounts to any guarantee or warranty (express or implied) of the Portfolio Manager to pay any return of any nature or guarantee any returns or accretions or accruals to the Client. The Client expressly accepts that the portfolio, funds or securities placed with the Portfolio Manager and the sale and purchase of securities by the Portfolio Manager and the investments of the funds by the Portfolio Manager are and shall be at the sole risk of the Client and the Portfolio Manager shall not be liable for any loss or damage caused to the Client as a result of any action or omission of the Portfolio Manager in pursuance of the Agreement. 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

Investment Amount deployed in respect of all liabilities, losses and expenses incurred by them in the execution of these presents hereby declared or any of the powers, authorities and discretions vested in them pursuant to these presents including liabilities, losses and expenses consequent on any mistake, oversight, on the part of the Portfolio Manager or any such appointee and against all actions, proceedings, costs, claims and demands in respect of any matter or thing done or omitted in any way 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 their hands all sums or other amounts necessary to effect such indemnity.

88. A Portfolio Manager shall not be responsible to any other person, or for any officer or other employee or for any loss or expenses resulting to one person, or for any officer or other employee or for any loss or expenses resulting to one person as Client, from the insufficient or deficiency of value of or title to any property or security acquired or taken on behalf of the Client or the insolvency or wrongful act of any debtor or any person under obligation to the Client or anything done in good faith in the execution of the duties of his office or in relation thereto.
89. The Portfolio Manager shall have a first and paramount lien on the Portfolio and the exclusive right thereon for the purpose of indemnifying as aforesaid and reimbursing all unpaid dues (including, but without limitation, professional fees, transaction charges, taxes duties costs and expenses) in connection with the management, operation and administration of the portfolio of the Client.
90. The Portfolio Manager shall not be responsible to the Client for any claim, loss or damage on account investments / disinvestments by the Portfolio Manager in different securities. 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 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.

91. These clauses shall not have the effect of limiting or extinguishing the obligations and liabilities of the Portfolio Manager in relation to the Client by the Portfolio Manager's act of fraud or willful acts of omission or commission. The Portfolio Manager will be indemnified with the funds deployed against any liability incurred by him for defending any proceedings, whether civil or criminal for which judgment is given in his favour or in which he has been acquitted or discharged by the Court.

92. Notwithstanding anything contained herein, subject to SEBI Regulations, the Client shall be liable to the Portfolio Manager only to the extent of the Client's Investment Amount.

#### XXI. FACSIMILE / SCANNED DOCUMENT / E-MAIL INDEMNITY

93. The Client requests and authorises the Portfolio manager from time to time ( at the Portfolio Manager's discretion ) to, rely upon and act or omit to act in accordance with any direction, instructions and/or other communication of the Client including but not limited to purchase/sale/investment instruction ("Instructions") , which may from time to time be or purport to be given in connection with or in relation to the Client's Accounts(s)/Folio(s) by facsimile/scanned document/e-mail by the Client/all the Clients jointly/anyone or either survivor of the Clients or the person(s) authorized by the Client to act on the Client's behalf ("Authorised Persons").

PROVIDED the Portfolio Manager has acted in good faith and has reason to Believe that:

- a) The signatures on such facsimile signatures tally with the Specimen signatures provided by the Client, or
- b) E-mail / instruction emanate from the Client based on the verification of authentication appearing thereon, that will be based on a visual verification of the email address of the sender (as authorized by the Client).

94. The Client acknowledges that:

- a) Sending information by facsimile / scanned document / e-mail (with or without attachments) is not a secure means of sending information.
- b) The Client is aware of the risks involved in sending facsimile instructions / scanned document / e-mail, including the risk that facsimile / e-mail instructions may be fraudulently or mistakenly written, altered or sent; and not be received in whole or in part by the intended recipient;
- c) the request to the Portfolio Manager to accept and act on facsimile / scanned document / e-mail instructions is for the Client's convenience and benefit.

95. The Portfolio Manager may (but shall not be obliged to) act as aforesaid without inquiry as to the identity or authority of the Client or the Authorised Person(s) giving or purporting to give any instruction or as to the authenticity of any facsimile / scanned document / e-mail message and may treat the same as fully authorized by and binding on the Client regardless of the circumstances prevailing at the time of the instruction and notwithstanding any error, misunderstanding, lack of clarity, fraud, forgery, or lack of authority in relation thereto, and without requiring any confirmation provided that the concerned person acting on behalf of the Portfolio Manager has exercised a standard due diligence as mentioned in herein and believed the Instruction to be genuine at the time it was acted upon.

96. Notwithstanding anything contained herein or elsewhere, the Portfolio manager shall not be bound to act in accordance with the whole or any part of the instruction or directions contained in any instruction and may in its sole discretion and exclusive determination, and without being required to give any notice or assign reason, decline or omit to act pursuant to any instruction, or defer acting in accordance with any instruction, and the same shall be at the Client's risk and the Portfolio Manager shall not be liable for the consequences of any such



refusal or omission to act or deferment of action provided the Portfolio Manager has exercised a standard due diligence as mentioned herein.

97. In consideration of the Portfolio Manager acting and / or agreeing to act pursuant to any facsimile / scanned document / e-mail message from the Client and/or any instructions, the Client hereby agrees to indemnify the Portfolio Manager and keep the Portfolio Manager at all times indemnified from and against all actions, suits, proceedings, costs, claims, demands, charges, expenses, losses and liabilities howsoever arising in consequence of or in any way related to the Portfolio Manager having acted or omitted to act in accordance with or pursuant to any instruction including any instruction received by / given to the Portfolio Manager which it believes in good faith to be such an instruction by Facsimile / scanned document / e-mail submission; and/or any unauthorized or fraudulent instruction to the Portfolio Manager.
98. Within a reasonable time after the day on which any instructions are transmitted to the Portfolio Manager by scanned document / e-mail / facsimile, the Client shall deliver to the Portfolio Manager, a hard copy (in original) of the Instructions in writing signed by the Client or the Authorised Person(s) (as the case may be).
99. PROVIDED THAT the Portfolio Manager may, but shall not be obliged to, await receipt of the hard copy prior to taking any action in connection with any instruction;
100. PROVIDED FURTHER AND ALWAYS THAT the absence of or omission to deliver such writing shall not be in any manner prejudice the Portfolio Manager's rights under this writing.
101. The Portfolio Manager may without assigning any reason withdraw the facility of giving Instruction by facsimile / scanned document / e-mail altogether or in respect of any of the Client's Account(s) and/or related operations or matter, by giving prior notice in writing to the Client. However, any such termination shall not affect anything done or any rights or

liability accrued or incurred prior to the termination and all the above indemnities given by the Client to the Portfolio Manager hereunder shall survive any such termination.

102. If the Client desires to discontinue giving instruction by facsimile / scanned document / e-mail as provided in this writing, the Client shall deliver to the Portfolio Manager a prior written notice of 7 (seven) days in this behalf. Such notice of discontinuation shall bind the Client forthwith upon the notice being given by the Client. PROVIDED that such discontinuation shall not release the Client from the terms of this writing in respect of any action taken or omitted to be taken by the Portfolio Manager in accordance with the Instructions or directions contained in any Instruction or the terms of this writing prior to such acknowledgment by the Portfolio Manager.

103. The Portfolio Manager shall not be under any obligations at any time to maintain any special facility for the receipt of any Instructions by way of Facsimile/scanned document/e-mail or equipment, PROVIDED that intimation has been given by the Portfolio Manager to the Client within reasonable period of disruption / discontinuance of such facility.

#### 104. ALTERATION

The Portfolio Manager may from time to time amend the Agreement if required, for complying with any change in Regulations or applicable laws or with the requirements of any competent authority and shall intimate the to the Client. In the case, if Client is not agreeable on the amended clause than the Client has the right to terminate this agreement in accordance with clause VIII (3) of this Agreement subject to meeting its financial and other obligations under this Agreement.

Any other amendment may be executed through the supplementary Agreement signed by both the Parties.

#### 105. DISPUTES

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.

Except for the claims/disputes which fall within the Jurisdiction of the stock exchange(s) and Securities and Exchange Board of India, any and all claims and disputes arising out of or in connection with this agreement or its performance shall be settled by arbitration by a single arbitrator to be appointed by the Portfolio Manager. The parties agree that the arbitration shall be held at Mumbai. The Courts at Mumbai shall have exclusive Jurisdiction in relation to this Agreement the arbitration and all matters arising in connection herewith and therewith. The arbitration shall be governed by the provisions of The Arbitration and Conciliation Act, 1996.

#### XXII. ASSIGNMENT

Either party to this Agreement shall not assign or transfer all or any of its rights or obligations hereunder without the prior consent of the other party.

#### XXIII. CONFLICT OF INTEREST

106. The Client recognizes that the Portfolio Manager may have direct or indirect interest or a relationship with another party, which may involve a potential conflict with the Portfolio Manager's duty to the Client. The Portfolio Manager shall not be liable to account to the Client for any profit, commission or remuneration made or received from or by reason of such transactions or any connected transactions and the Portfolio Manager's fees shall not, unless otherwise provided, be abated thereby. For example, such potential conflicting interests and duties may arise because the Portfolio Manager and its employees or directors may, from time to time :

- a. have a position in any security similar to the Securities, forming part of the Investments held, purchased or sold for the Client's account;
- b. purchase or sell any such Security or forming part of the investments for itself or for its other Client;
- c. have relationship with the share and stock-brokers, banks and companies with whom or through whom transactions are carried out for purchase and sale of any

of the Securities or with Issuer whose securities are purchased and / or are sold for the Client;

- d. purchase or sell the investments to any one with whom the Portfolio Manager has relationship or advice any other client or funds inside or outside India;
- e. act as principal, agent or broker in any transaction and may be separately compensated in that capacity;
- f. employ, retain or appoint any Affiliate company or any of the Directors of the Portfolio Manager or such Affiliate as broker, custodian, investment adviser, consultant or in any other capacity for carrying out any of the functions;
- g. work relating to the portfolio management of the Client;
- h. deal with any Affiliate or any of the Directors of the Portfolio Manager or of such Affiliate on a principal to principal basis for any buying, selling or otherwise in any act relating to the Portfolio Investment Management of the Client.

#### XXIV. PREVENTION OF MONEY LAUNDERING

107. The Client hereby agrees to adhere to the compliance of the policy of the Portfolio Manager pertaining to the "Know Your Customer" ('KYC') and "Prevention of Money Laundering" (PML) as required under the Prevention of Money Laundering Act, 2002 and SEBI guidelines / circulars thereto and provide necessary information, documents as and when required by the Portfolio Manager under its KYC and PML policy.

108. The Client confirms that the amount invested and to be invested under the Portfolio is and will be through legitimate sources only and does not and will not involve and is not and will not be designated for the purpose of any contravention or evasion of the provisions of the Income Tax Act, 1961 Prevention of Money Laundering Act, 2002, Prevention of Corruption Act, 1988 and/or any other applicable law in force and also enacted by the Government of India from time to time or any rules regulations, notifications or directions issued there under.

109. The Client hereby confirms and agrees that Portfolio Manager reserves the right to report any suspicious transaction to

the Director of Financial Intelligence Unit-India (FIU-IND), New Delhi or any other competent authority, after applying appropriate due diligence measures and believes that the transaction is suspicious in nature within the purview of applicable law and/or SEBI circulars / guidelines issued from time to time.

110. The Portfolio Manager also reserves the right to seek information, record Client's telephonic calls and/or obtain and retain documentation for establishing the identity of the Client, proof of residence, source of funds, etc. to ensure appropriate identification of the Client under its KYC policy and with a view to monitor transactions in order to prevent money laundering. It may re-verify identity and obtain any incomplete or additional information for this purpose, including through the use of third party databases, personal visits, or any other means as may be required for the Portfolio Manager to satisfy itself of the Client's identity/ies, address and other personal information. The Client shall produce reliable, independent source documents such as photographs, certified copies of ration card/passport/driving license/Permanent Account Number card; and/or such other documents or produce such information as may be required from time to time for verification of the personal details of the Client including inter alia identity, residential address(es), occupation and financial information by the Portfolio Manager.

111. The KYC requirements shall also be applicable for all joint holders, legal representatives, legal heirs, estates, nominees of the Client. The KYC documentation requirements shall also be complied with by the person(s) becoming beneficial owner of the account by virtue of operation of law for e.g. transmission cases and nominees/legal heirs on the death of the Client. In case of minor Client, KYC documentation requirements shall be complied by the Client on attaining the "major" status.

#### XXV. ACCESS TO INFORMATION

112. The Client is entitled to get the books of accounts of the Portfolio Manager, relating to his transactions, audited by a chartered accountant appointed by him.

The Portfolio Manager shall permit to the client access to relevant and material documents of Portfolio Manager, including

- (a) Balance Sheet;
- (b) Profit and Loss Account;
- (c) Auditor's Report;
- (d) records in support of every investment transaction or recommendation and
- (a) such other documents as are mentioned under SEBI Regulations.

The Client may inspect the aforesaid documents at the registered office of the Portfolio Manager between 3. P.M. and 5 P.M. on Business Days. The Portfolio Manager shall provide restricted access to each client to his reports made available on website of the Portfolio Manager. The statements / documents / report furnished by the portfolio manager to the client shall present a true and fair picture of the actual transactions.

#### XXVI. SEVERABILITY

113. 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.

#### XXVII. JURISDICTION

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

#### XXVIII. WAIVER

115. 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.

XXIX. CORRESPONDENCE

116. All notices to the client shall be sent to the addresses or facsimile numbers stated in the application.

117. All notices to the Portfolio Manager shall be sent by registered post (AD) at the following address:

Corporate Address:

Carnelian Asset Advisors LLP (Earlier known as Carnelian Asset Advisors LLP) B--1405, One BKC, Bandra Kurla complex, Bandra (E), Mumbai, Maharashtra, India – 400051 Or such other addresses/ number as the Portfolio Manager may inform the client.

XXX. GENERAL

118. Where the due date for any payment to the Client from the Portfolio Manager under this Agreement falls on a Saturday, Sunday or a holiday under the Negotiable Instruments Act, 1881, if any, the same will be made on the next working day.

119. The Client's account consisting of investments together with accretions, accruals, benefits, allotments, calls, refunds, returns, privilege, entitlements, substitutions and/or replacement or any other beneficial interest including dividend, interest, rights, bonus as well as residual cash, balances, if any is non-transferable and non-negotiable. The Portfolio Manager shall not accept or recognize any lien, assignment, charge or any other encumbrance on the same. General/Special lien of the Portfolio Manager on the same shall be recognized and any directions, in consequence thereof shall be duly complied with by the Client.

120. Tax Treatment In view of the individual nature of tax benefits, each Client is advised to consult his or her own tax adviser with respect to the specific tax implications arising out of his or her investments in terms of this Agreement.

121. Grievance Redressal System

- a) Where the Client has any grievances, he should promptly notify of the same to the Portfolio Manager in writing,

giving sufficient details to enable the Portfolio Manager to take necessary steps.

- b) The Portfolio Manager, upon receipt of any such grievance shall take prompt action to redress the same within maximum period of one month.
- c) In addition to the above, the clients can also Login to the SEBI SCORES website [www.scores.gov.in](http://www.scores.gov.in) to register their grievances/complaints.
- d) The Grievance Redressal process shall be as per disclosure document and schedule V hereunder.

122. I / we have read all the pages of this agreement from page 3 to page 21 and agree to all the terms of this agreement.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE SET THEIR HANDS ON THIS AGREEMENT AT THE PLACE ON THE DAY, MONTH AND YEAR FIRST HEREINABOVE WRITTEN.

WITNESS:

<div data-bbox="15 421 165 618"><div>Sign Here</div><div>Sign Here</div></div> <div data-bbox="188 367 764 548">Signed By the Client</div> <div data-bbox="188 548 764 663">Signature <div data-bbox="316 548 384 611">1</div></div>	<div data-bbox="764 367 1353 548">In the presence of (Witness for Client) Name &amp; Address of Witness:</div> <div data-bbox="764 548 1353 663">Signature</div>
<div data-bbox="188 663 764 1102">Signed By Portfolio Manager through its duly Constituted Attorney  For Carnelian Asset Advisors LLP (Earlier known as Omniscient Capital Advisors LLP)   Authorised Signatory</div>	<div data-bbox="764 663 1353 1102">In the presence of (Witness for Portfolio Manager) Name &amp; Address of Witness:       Signature:</div>

## SCHEDULE - I - PORTFOLIO DETAILS

**(Only applicable when client gives the stock to Portfolio Manager)**

Date:

A The value Portfolio as on date : Rs \_\_\_\_\_

(Rupees \_\_\_\_\_ Only)

### B. Portfolio Securities:

Sr No	Name of the Scrip	Quantity

### Notes:

1. The valuation of the above securities would be as follows:
  - a) The Portfolio Manager may sell the above securities or transfer the securities to the Portfolio of the Client.
  - b) In the event securities are sold by the Portfolio Manager, the net sale proceeds shall be transferred to the Portfolio of the Client as and when the securities are sold by the Portfolio Manager and the proceeds are realized by the Portfolio Manager.
  - c) In the event the Portfolio Manager transfers securities to the Portfolio of the client, the value of the securities will be taken at the closing market price of that security of the exchange (BSE or NSE as the case may be) on the date of transfer.
  - d) In the event the Portfolio Manager is unable to sell the securities within 30 days of the activation of the Portfolio account, the Portfolio Manager may transfer the securities to the Portfolio of the Client at the closing market price of that security of the exchange (BSE or NSE as the case may be), on the date of transfer.
  - e) In case of illiquid securities / securities which the Portfolio Manager is unable to liquidate, the Portfolio manager may return back the same to the Client, and the same will not form part of the Portfolio of the Client.
2. The Portfolio Manager has the absolute right to accept / reject the securities without assigning any reason thereof.
3. When securities are handed over as Portfolio Corpus, the total value of the securities valued at the closing prices of the securities on BSE on the day they are accepted by the Portfolio Manager shall not be less than the minimum acceptable portfolio value determined by the Portfolio Manager from time to time.
4. The calculation of management fees shall start from the date on which the Portfolio Manager transfers the first sale proceeds / security(ies) to the Portfolio of the Client i.e. the portfolio manager accept the money / securities as corpus.
5. You may attach additional sheet in the above format, if required.



Signature 2

## SCHEDULE – II FEES AND EXPENSES

The Client shall pay to the Portfolio Manager the fees as provided under this Schedule.

### A. Portfolio Management Fees:

The following fees are charged on monthly basis or at frequency as mutually agreement between client and Portfolio Manager hereinafter.

Minimum Investment Amount: Rs. 50 Lakhs

PLAN	INVESTMENT AMOUNT (INR)	OPTION	ANNUAL FEES (% OF AUM)	HURDLE RATE (ANNUAL)	PERFORMANCE FEES (% ABOVE HURDLE RATE)	TICK AGAINST RELEVANT OPTION
1	50 Lakhs to 5 Crores	A1	2.25%	-	-	
		B1	1.50%	10.00%	15.00%	
2	5 Crores to 15 Crores	A2	2.00%	-	-	
		B2	1.35%	10.00%	15.00%	
3	15 Crores to 25 Crores	A3	1.75%	-	-	
		B3	1.10%	10.00%	15.00%	
4	50 Lakhs and Above	C	-	-	20.00%	
Exit Fees is applicable on Partial or Full Redemption amount as per the below mentioned slabs. This fee is calculated from the date of Funding the account						
Exit Fees	Redemption period			Exit Fee		
	If redeemed before 12 months			3.00%		
	If redeemed before 24 months			2.00%		
	If redeemed before 36 months			1.00%		
Other Charges	Brokerage Charges			At Actuals		
	Custodian, FA & DP Charges			At Actuals		
	Audited Financial Statements			At Actuals		



\_\_\_\_\_  
Signature

## **B. Back-end Operational Charges and Incidental Charges**

- i. The Portfolio Manager shall be entitled to recover any Back-end Operational Charges and Incidental Charges including but not limited to stamp duties, registration charges, brokerage (as applied by the broker/sub-broker), transactional charge/fee, commission, account charges, audit charges, compensation, professional fees, legal fees, consultancy charges, NAV computation fee, fund accounting fee, custody charges, service charges, backend operational services and infrastructure expenses, bank charges (as levied by bank) postal/courier charges etc and such other expenses duties, charges incurred on behalf of the Client on account of the Service provided to him/her it. The above fees, charges and expenses shall be directly debited to the Client's Account as and when the same becomes due for payment. Back-end Operational Charges and Incidental Charges shall not exceed 2% (two percent) of the NAV of the Client's portfolio. In the event that the Back-end Operational Charges and Incidental Charges exceed an amount equivalent to 2% (two percent) of the NAV of the Client's portfolio, the Portfolio Manager shall take prior written permission from the Client for all expenses incurred over and above the said limit.
- ii. All applicable taxes shall also be borne by the Client by way of debit to the Client's account

## **C. Early Withdrawal Fee**

- i. In case the client withdraws funds/ securities partially or completely or terminates the agreement prior to (a) 1 (one) year from the date of funding, a penalty charge of 3% of the withdrawal amount and (b) 2 (two) years from the date of funding, a penalty charge of 2% of the withdrawal amount, (C) 3 (three) years from the date of funding, a penalty charge of 1% of the withdrawal amount will be charged to the client. This will be in addition to any other fees due.
- ii. All applicable taxes shall also be incrementally borne by the Client by way of debit to the Client's account.

### **Note:**

- Starting date is the date on which the portfolio is activated (i.e. date on which the corpus is received from the client and account opening formalities are fully completed).
- In case the client invests mid-year, for the purpose of arriving at the performance linked fees, the returns will be annualized using XIRR method.
- Performance based management fees are charged only at the time of exit or three years whichever is earlier. For the purpose of determination of completion of three years, portfolio manager may move to the nearest quarter end as per the financial year.
- In case any date falls on Sunday/holiday, the next working day would be considered as the date.
- Portfolio Value means, Value of the Portfolio of each Client determines in accordance with Accounting and Valuation Policies and relevant provisions of agreement with the Client and includes unrealized appreciation / depreciation.
- Where investments is made in Mutual Fund Units or Units of Fixed Maturity Plan, such investment of Portfolio in such instruments shall be subject to AMC Fees, applicable entry, exit load or any other charges levied by Mutual Funds.
- Net Asset Value of the Portfolio shall be the sum total of market value of the investment held in the portfolio and other net current assets. For the purpose of calculating the market value of investments,
  - a) Equities and debt instrument will be valued at the last quoted closing market price of the security on the NSE. In case the market price in the NSE is not available for the



valuation date, the price at which the security was quoted at BSE would be considered.

- b) Mutual funds units will be valued at the repurchase net asset value declared for the relevant scheme by the mutual fund.
- c) Exchange traded derivative would be valued at the last quoted closing price of the security on the NSE.
- d) Private equity / Pre IPO Placements will be valued at cost or at a last deal price at which company has placed shares to other investors.

In case market price / repurchase price is not available on the valuation date, the latest available price on the NSE/BSE or the most recent NAV will be reckoned.

In case investment made by Portfolio Manager is not realizable and client wishes to take the securities back to his depository account, then performance linked fee will be charged based on last benchmark price (not older than six months) available for the securities. However, if benchmark price is not available, then based on the valuation report issued by a Chartered Accountant or qualified valuer.

**Illustration for Hurdle Rate computation:** Consider that frequency of charging of performance fees is annual. A client's initial contribution is Rs.10,00,000, which then rises to Rs.16,00,000 at the end of Year 1. Then performance fee would be payable on the return of Rs.5,00,000 (after reducing the applicable hurdle rate at 10% i.e. 1,00,000).

**Illustration for Annexure on Fees and Charges:** This computation is for illustrative purpose only. Portfolio Managers may suitably modify this to reflect their fees and charges.

The assumptions for the illustration are as follows:

- a. Size of sample portfolio: Rs. 50 lacs over
- b. Period: 1 year
- c. Hurdle Rate: 10% of amount invested
- d. Brokerage/ DP charges/ transaction charges: Weighted Average of such charges (as a percentage of assets under management) levied in the past year/ in case of new portfolio managers indicative charges as a percentage of assets under management (e.g. 2%)
- e. Upfront fee (e.g. 2%)
- f. Management fee of AUM (e.g. 2%)
- g. Performance fee (e.g. 50% of profits over hurdle rate)
- h. The frequency of calculating all fees is annual.

#### Illustration Variable Fees:

##### Scenario 1: When the portfolio value increases by 20 %

Nature of Fees	Gain of 20%	
	Amount in Rs	Amount in Rs
<b>Capital Contribution</b>		<b>50,00,000</b>
Less: Upfront fees (If any)	0	
Less: Any other fees	0	0
<b>Assets under management</b>		<b>50,00,000</b>
Add: Profit on investment during the year @ 20% on assets under management after all direct costs like Brokerage, DP & other charges		10,00,000
<b>Gross Value of the portfolio at the end of the year</b>		<b>60,00,000</b>
Less: Management Fees (if any)	1,20,000	
Less: Performance fees (if any) (e.g.15% on Profit above 10% hurdle rate)	75,000	

Less: Any other fees (please enumerate)	0	
Total charges during the year		1,95,000
<b>Net value of the portfolio at the end of the year</b>		<b>58,05,000</b>
<b>% change over capital contributed</b>		<b>16.10%</b>

#### Calculation of Performance Fees for above

Nature of Fees	Amount in Rs.
A )Profit for the year	10,00,000
B )Less: Minimum profit level (e.g. Hurdle Rate @10% on Corpus)	5,00,000
C )Amount on which Profit Sharing Fees to be calculated (A-B)	5,00,000
D )Performance Fees (e.g.@15% of C)	75,000

#### Scenario 2: When the portfolio value Decreases by 20 %

	Loss of 20%	
Nature of Fees	Amount in Rs	Amount in Rs
<b>Capital Contribution</b>		<b>50,00,000</b>
Less: Upfront fees (If any)	0	
Less: Any other fees	0	0
<b>Assets under management</b>		<b>50,00,000</b>
Add: Loss on investment during the year @ 20% on assets under management after all direct costs like Brokerage, DP & other charges		-10,00,000
<b>Gross Value of the portfolio at the end of the year</b>		<b>40,00,000</b>
Less: Management Fees (if any)	80,000	
Less: Performance fees (if any) (e.g.15% on Profit above 10% hurdle rate)	0	
Less: Any other fees (please enumerate)	0	
Total charges during the year		80,000
<b>Net value of the portfolio at the end of the year</b>		<b>39,20,000</b>
<b>% change over capital contributed</b>		<b>-21.60%</b>

#### Scenario 3: When the portfolio value increases by 5 %

	Gain of 5%	
Nature of Fees	Amount in Rs	Amount in Rs
<b>Capital Contribution</b>		<b>50,00,000</b>
Less: Upfront fees (If any)	0	
Less: Any other fees	0	0
<b>Assets under management</b>		<b>50,00,000</b>
Add: Profit on investment during the year @ 5% on assets under management after all direct costs like Brokerage, DP & other charges		2,50,000
<b>Gross Value of the portfolio at the end of the year</b>		<b>52,50,000</b>
Less: Management Fees (if any)	1,05,000	
Less: Performance fees (if any) (e.g.20% on Profit above 10% hurdle rate)	0	
Less: Any other fees (please enumerate)	0	
Total charges during the year		1,05,000

<b>Net value of the portfolio at the end of the year</b>		<b>51,45,000</b>
<b>% change over capital contributed</b>		<b>2.9%</b>

**Scenario 4: When the portfolio value Remains Unchanged**

<b>Nature of Fees</b>	<b>No Gain/Loss</b>	
	<b>Amount in Rs</b>	<b>Amount in Rs</b>
<b>Capital Contribution</b>		<b>50,00,000</b>
Less: Upfront fees (If any)	0	
Less: Any other fees	0	0
<b>Assets under management</b>		<b>50,00,000</b>
Add: Profit on investment during the year @ 0% on assets under management after all direct costs like Brokerage, DP & other charges		0
<b>Gross Value of the portfolio at the end of the year</b>		<b>510,00,000</b>
Less: Management Fees (if any)	1,00,000	
Less: Performance fees (if any) (e.g.20% on Profit above 10% hurdle rate)	0	
Less: Any other fees (please enumerate)	0	
Total charges during the year		<b>1,00,000</b>
<b>Net value of the portfolio at the end of the year</b>		<b>49,00,000</b>
<b>% change over capital contributed</b>		<b>-2.00%</b>

"The performance fees are calculated for each twelve month period commencing from the date of investment."



**Note:**

- 1) The frequency of charging management fees is monthly and performance fees is at the time of exit or completion of three years whichever is earlier.
- 2) In case the amount is withdrawn within one year of investments the fixed fees for the entire year (and not on pro rata basis) and the performance fees till the date of withdrawal will be charged.
- 3) Illustrations above indicates the charges levied by Carnelian as per the agreement.

**Please write as follows in your own hand-writing below –“We hereby declare that we have read the fee and expenses structure and we have understood the fees and charge structure”**

**Signatures**

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<b>First Applicant</b>	<b>Second Applicant</b>	<b>Third Applicant</b>
		

## SCHEDULE –III

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

Sr. No.	Name of the Company



Signature

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## **SCHEDULE - IV**

### **RISK FACTORS**

1. Investments in securities are subject to market risks which include price fluctuation risks. There is no assurance or guarantee that the objectives of any of the portfolio will be achieved. The investments may not be suited to all categories of investors. In achieving objectives of the portfolio the investments made in securities could be subject to diversification risk being exposure to limited sectors.
2. The names of the portfolio do not in any manner indicate their prospects or returns. The performance in the equity portfolios may be adversely affected by the performance of individual companies, changes in the market place and industry specific and macro-economic factors.
3. The debt investments and other fixed income securities may be subject to Interest rate risk, credit risk and reinvestment risk. Liquidity in these investments may be affected by trading volumes, settlement periods and transfer procedures.
4. Investments in equity run the risk of volatility, high valuation, obsolescence and low liquidity. Mid-cap and low-priced stocks may suffer from low liquidity.
5. Portfolios using derivative / futures and options products are affected by risks different from those associated with stock and bonds. Such products are highly leveraged instruments and their use requires a high degree of skill, diligence and expertise. Small price movements in the underlying security may have a large impact on the value of derivatives and futures and options. Some of the risks relate to mispricing or the improper valuation of derivatives and futures and options and the inability to correlate the positions with underlying assets, rates and indices.
6. As and when the Portfolio Manager trades in the derivatives market, there are risk factors and issues concerning the use of derivatives that investors should understand. Derivative products are specialized instruments that require investment techniques and risk analysis different from those associated with stocks and bonds. The use of a derivative requires an understanding not only of the underlying interest but also of the derivative instrument itself.

Derivatives require the maintenance of adequate controls to monitor the transactions entered into the ability to assess the risk that a derivative adds to the portfolio and the ability to forecast price 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 (usually referred to as the "counter party") to comply with the terms of the derivatives contract.

7. In the case of stock lending, risks relate to the defaults from counter parties with regards to securities lent and the corporate benefits accruing thereon, inadequacy of the collateral and settlement risks. The Portfolio Manager is not responsible or liable for any loss resulting from the operations of the portfolios.
8. The Portfolio Manager may invest in the shares, debt, deposits and other financial instruments except other than mutual funds units of group companies with prior consent of the Client which shall be obtained in writing. The investment in shares of group companies will be governed by arm's length relationship.
9. Investors are not being offered any guaranteed or assured return/s i.e. either of Principal or appreciation on the portfolio.

10. The liquidity of the Portfolio's Investments is inherently restricted by trading volumes in the securities in which it invests.
11. The Portfolio Manager may, considering the overall level of risk of the portfolio, invest in lower rated/unrated securities offering higher yield. This may increase the risk of the portfolio. Such investments shall be subject to the scope of investments as laid down in the Agreement.
12. The Portfolio Manager may, subject to authorization by the Client in writing, participate in securities lending. The Portfolio manager may not be able to sell/lend out securities, which can lead to temporary illiquidity. There are risks inherent in 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 a possible loss of rights to the collateral, the inability of the Approved Intermediary to return the securities deposited by the lender and the possible loss of corporate benefit accruing thereon.
13. In achieving objectives of the portfolio the investments made in securities could be subject to diversification risk due to exposure to limited sectors.
14. 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 save and except on the ground of malafide intend , fraud, conflict of interest , gross negligence and/or wilful default.
15. The Client undertakes all responsibilities and 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 respect of the Client's account. The Securities which are so purchased and refused to be transferred in the name of the Client or the Portfolio Manager, as stated herein above, by the Company or Corporation concerned, will be sold by the Portfolio Manager, at the best available market rate, at the risk and responsibility of the Client concerned.
16. Subject to applicable taxation laws, in force from time to time, the Portfolio Manager shall not on its own deduct any tax at source while effecting disbursements/payments of amounts interim or otherwise to the Client under this agreement, and shall certify the debit of tax at source the Client's Account on a Pro-rata basis as far as practicable. For, Securities if any held in the name of the Portfolio Manager on behalf of the Client, and other independent Portfolio Clients, as on date of declaration of record date of any Company's interest or any other corporate benefit declaration, the Portfolio Manager, in case receives the Company's tax deduction at source certificate if any for any amount subjected to tax. The Portfolio Manager shall only distribute the net interest or other amount to each Clients Account. Any tax arising on such disbursement shall be charged to the Clients account and shall be borne by the Client in full. The Portfolio Manager shall not undertake tax planning of the Client under this agreement. In the event of any demand being made on the Portfolio Manager by the appropriate revenue/taxation authorities to pay certain amounts towards purported tax liability in connection with or arising from the transactions carried out by the Portfolio Manager, the Client hereby expressly authorizes the Portfolio Manager to comply with the demand and pay such amount to the revenue/taxation authorities and debit the Client's account accordingly. The Portfolio Manager will be at liberty but not obliged or required to resist such demands, if the Portfolio Manager as its discretion, thinks fit, and in this event, the Portfolio Manager is hereby authorized to incur any fees, duties, commissions, costs, charges and expenses required to so resist the demand including the cost of appointing any Chartered Accountant, Tax Expert, Lawyer, Solicitor or Advocate but the Portfolio Manager will not be responsible if ultimately the demand is held/upheld to be proper and lawful. Despite the fact that the Portfolio Manager does not undertake tax

planning of the Client, if in pursuance of directions issued by the appropriate revenue/taxation authorities, the Portfolio Manager is obliged to represent any Client in respect of any of the aforesaid directions, the Portfolio Manager is hereby empowered by the Client to file, sign, and/or execute such papers and/or documents on behalf of the Client as might be necessary in that behalf. 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 authorities 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 account thereto. We would advise investors to seek taxation advice from their independent financial advisors/accountants before investments are made.



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Signature 6

## Schedule -V

### Grievance Redressal Mechanism

Name, address and telephone number of the investor relations officer who shall attend to the Client's queries and complaints:

The detail of investor relation officer who shall attend to the investor queries and complaints is mentioned here below:

Name of the person : Mr. Tanay Patni  
Designation : Compliance Officer  
Address : B – 1405, One BKC, Bandra Kurla Complex,  
Bandra (East), Mumbai – 400 051  
Telephone : 91-22 66914023  
Email : [investorgrievance@carneliancapital.co.in](mailto:investorgrievance@carneliancapital.co.in)

Grievance Redressal and Dispute Settlement mechanism:

The Portfolio Manager will endeavor to address all complaints regarding service deficiencies or causes for grievance, for whatever reason, in a reasonable manner and time and **within one m from date of receipt of compliant.**

The internal deadline for resolving the complaints will be as follows:

- a) Matters relating to Carnelian Asset Advisors LLP's office (i.e., regarding portfolio performance and funds allocation): within 8 working days.
- b) Matters regarding to custodian: within 15 working days
- c) Matters regarding dividend and other corporate actions: will be followed up vigorously with the agencies concerned under intimation to Clients.

Compliance Officer will ensure that every complaint is attended to immediately and an acknowledgement will be given immediately.

The Register of Complaints and Grievances will be made available to the Internal/External Auditors during the time of Audit and to the Regulatory Authorities.

The soft copies / hard copies of the complaints received from the customers are preserved by the firm for future reference, if required.

Escalation:

Grievances if not attended in the time limits mentioned above can be escalated to Sachin Jain (Principal Officer & Managing Partner) at [sachin@carneliancapital.co.in](mailto:sachin@carneliancapital.co.in).



Signature

7



# IRREVOCABLE POWER OF ATTORNEY

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NOW ALL MEN BY THESE PRESENTS THAT I / WE,

\_\_\_\_\_  
S/o,D/o,W/o\_\_\_\_\_ And \_\_\_\_\_

S/o, D/o,W/o\_\_\_\_\_ both residing  
at \_\_\_\_\_

(hereinafter referred to as “the Client”)

WHEREAS Carnelian Asset Advisors LLP a limited liability partnership firm registered under Limited Liability Partnership Act 2008 and having its Registered Office at B--1405, One BKC, Bandra Kurla complex, Bandra (E) ,Mumbai , Maharashtra, India – 400051 (hereinafter referred to as “ the Portfolio Manager” or “PM” which expression shall include, unless repugnant to or inconsistent with the subject or context thereof, its successors and assigns) is duly authorized by the Securities and Exchange Board of India ( hereinafter referred to as “SEBI” ) to provide Portfolio Management Services vide Registration No. INP000006387.

AND WHEREAS the Portfolio Manager has agreed to provide Portfolio Management Services in the name of Carnelian Asset Advisors LLP , and the Client has agreed to avail the same under the Discretionary Portfolio Management Agreement (“Agreement”) of even date.

NOW THESE PRESENT WITNESS for me / us / and on my / our behalf or the survivor of me/us in my / our name and in the name or names of my / our survivor, do hereby nominate constitute and appoint Carnelian Asset Advisors LLP , ( the Portfolio Manager ) acting through any of its officers as my/our true and lawful Attorney (hereinafter referred to as the said Attorney) or Portfolio Manager to do all or any of the following acts, deeds and things in relation to and concerning the securities, funds, monies and amounts placed by us with or given to or for any portfolio management portfolio of the Portfolio Manager.

1. To make necessary application (s) on my/our behalf to any authorities in India or abroad, including but not limited to, the Central Government, Tax Authorities, Securities and Exchange Board of India and/or Reserve Bank of India in connection with my/our purchase/sale/transfer/holding and continuing to hold securities and to represent me in all respects before such authority or authorities and establish without encumbrance the ownership of the Securities in my/our name or in the name of the Portfolio Manager in terms of the PMS Agreement.
2. To acquire by subscribing to or by purchase of any Securities, whether of any State Government in India or Central Government or body corporate or otherwise and to sell, transfer and endorse the Securities and to sign and to execute all transfer deeds whether as transferor or transferee and such other instruments, application and papers as may be necessary for the purpose of acquiring or transferring the same. The term “Securities” shall include Equity and Equity related securities, including Unlisted Securities, Initial Public Offerings, Book Building Issues, Private Equity, Preferential Issues and Related Offerings, scripts, stocks, bonds, warrants, options, futures, convertible debentures, non- convertible debentures, fixed return investment, equity linked instruments, units of Mutual Funds or other Securities of alike nature in or of any incorporated company or other body corporate, negotiable instruments including usance Bill of Exchange, deposits or other money market instruments, commercial paper, certificates of deposit, units issued by Unit Trust of India

and units issued by Mutual Funds, derivatives, mortgage backed or other asset backed Securities issued by any institution or body corporate, cumulative convertible preference shares issued by any incorporated company, Securities issued by any incorporated company, Securities issued by the Central Government or a State Government for the purpose of raising public loan and having one of the forms specified in Clause (2) of Section 2 of the Public Debt Act, 1944, any other new form of capital or money market instruments that maybe issued in the future by any incorporated company/firm/institution of Government, to acquire by subscribing to or by purchase of securities or Government securities and to sell, transfer and endorse the Securities or any Government securities or redeem the same either through Internet using the Identification Number issued by any Mutual Fund from time to time, and / or to sign and to execute all transfer deeds whether as transferor or transferee and such other instruments, application and papers as may be necessary for the purpose of acquiring or transferring /redeeming the same, marking pledge / lien on such securities and / or for transferring the investments in the units of Mutual Fund from one scheme to another or between Mutual Funds.

3. To make application for or to renounce and sign renunciation forms in respect of rights Securities and additional Securities of any Company or body corporate and to receive and hold such rights or additional Securities.
4. To manage and make investments and reinvestments of all or any securities, funds or monies forming part of my/our funds/assets and for that purpose buy, sell, transfer and otherwise deal in any other securities forming part of my/our assets.
5. To issue orders and instructions for acquisition and disposal of investments for and on behalf of myself/ourselves and to purchase or otherwise acquire, sell or otherwise dispose of and invest in Securities including entering into foreign transactions required for this purpose.
6. To enter into execute, deliver and amend all contracts, agreement, and other undertakings as may be required, necessary or advisable or incidental to the carrying out of the objectives of the Discretionary Portfolio Management Agreement.
7. To open, operate, close safe custody account or to hold in safe custody the investments and all the documents or title to or evidencing ownership of the investments and to procure those of the investments in respect of which registration shall be necessary in order to perfect the transfer thereof and shall as soon as practicable after the receipt of the necessary documents be registered in the name of client or "Carnelian Asset Advisors LLP - A/c PMS " or any other name as may be deemed appropriate by the Attorney.
8. To open, operate depository account with depository participant and to issue instructions relating to dematerializing or rematerializing of securities, freezing of accounts, to block and / or debit the account, to give delivery /receipt instructions, pledge instruction, pledge closure instruction, lending and borrowing instructions, and to do all such other things that may be necessary in the course of business relating to the depository account opened on my / our behalf including closure of the account if deemed necessary or expedient and to collect depository instruction booklet(s) from the depository participant where the account is in my/our name or operate my / our depository account through a single depository instruction system as per the discretion of the said Attorney.
9. To appoint, nominate or engage any broker(s) and/or agent(s) for effecting purchase and sale of the Securities and to sign and submit such documents as may be required for admission as a client of such broker.
10. To issue and administer the instructions to the stock brokers, agents and other representatives acting for and on behalf of me/us.

11. To appoint any other agent or sub-agent and to delegate all or any of the powers given herein to such a person, generally to do and perform and execute all such other acts, deeds, instruments, matters and things for and on behalf of me/us as may be necessary, proper, convenient or expedient to be done and in and about the premises as fully and effectually to all intents and purposes as I myself/ourselves could do if personally present and I/We ratify and confirm and agree and undertake to ratify and confirm whatsoever my/our said Attorney shall lawfully do or cause to be done by virtue of these presents.
12. To appoint and issue such instructions to any auditors for the purpose of auditing my/our accounts.
13. To demand, receive and give good and effectual receipt(s) and discharge(s) for all and any dividend, interest, bonus or any other sum(s) and /or income arising from the Securities, and to sign and endorse pay orders, dividend or interest warrants or certificates in respect of the demand and receive all debts, sums of money, principal interest, dividend or other dues of whatever nature or account which are now or at any time may be due, payable and belong to me/us on any accounts(s).
14. For all or any of the purposes aforesaid to sign any contract, agreements, transfer form, acceptance, receipt, acquaintance, document and form and carry out correspondence with such person(s) or authority/ authorities or department(s) and to do all lawful acts requisite for reflecting the same.
15. To pay call money on shares, demand, collect, receive, all monies, amounts realized from sale, transfer, surrender of any Securities, as also all interest, dividend accrued, payable or due and invest/reinvest the same in any other securities/deposits/units of Mutual Funds upon such items that my Attorney may deem fit in the circumstances.
16. To negotiate with any person whether body corporate or otherwise and effect the purchase/sale of Securities on such terms and at such price as the said Attorney consider best under the circumstances.
17. To attend, vote and otherwise act as attorney or proxy at meetings of the members, creditors, and debenture holders of any Company in which Securities are acquired or held pursuant to this authority for and on my/our behalf.
18. To apply to the relevant authorities for and to obtain from them all necessary approvals in relation to my/our investments and confirmations and consents relating to my/our tax status and all tax and other payments which may be due to me/us from time to time in respect of the relevant investment and in connection therewith.
19. To compound and accept part in lieu and in satisfaction of the whole of or compromise any debt or sum of money hereafter owing to or payable to me/us or any other claim or demand which I/We have or may have against any person or persons or to grant any extension of the time for payment or satisfaction thereof upon such terms as may be deemed proper either with or without taking security for the same.
20. To appoint and employ agents, including chartered accountants, advocates, or other legal practitioners, overseers, receivers or other persons at such remuneration by way of fees, salary, commission or otherwise as the above- named Attorney may think proper and to dismiss and discharge them from time to time and to employ or appoint any other in their stead.
21. To open and operate one or more bank accounts on my / our behalf for the purpose of managing my / our portfolio and if required to make applications to the Reserve Bank of India and / or any other authority for repatriation of funds and holding receipts, dividends etc. in respect of my Securities. The said Bank account(s) shall be operated only by the Authorized signatory (ies) appointed by the Portfolio Manager from time to time.

22. To withdraw or transfer any sums from the said Bank accounts(s) and to close the account(s).
23. To avail the facility of electronic banking and such other services offered through electronic media in respect of my / our Bank account(s).
24. To prepare, sign and submit all forms, statements and declarations as may be required in respect of the bank account(s).
25. To make, draw, sign, endorse, negotiate, accept and release as the case may be drafts, Pay orders, telegraphic transfers / direct transfers on the internet or other securities for payment of money whether debit or credit in my / our account(s) with the Attorney.
26. To liaise with any bank for the purchase, sale or transfer of securities and to represent me/us in all dealings to the bank and to give instructions to the bank for payment for Securities.
27. To make the investment(s) in Term Deposits in one or more scheduled commercial bank(s) and to foreclose, mark a lien, renew, receive proceeds on maturity or in any other manner and to apply such Term Deposits for the purpose of meeting any margin requirement of any recognized stock exchange in India.
28. To comply and / or cause to be complied with all statutory and other requirements attached to or arising out of these premises and for these purpose to take such steps and actions necessary or proper, including signing of affidavits, indemnity, declarations, legal documents, deeds and writings required.
29. And for all or any of the purpose aforesaid to appoint from time to time a substitute or substitutes and to revoke such substitution but so that the appointment of any such substitute shall not affect or prejudice the rights or powers of the Attorney to act hereunder and the Attorney may continue to do so notwithstanding such appointments.
30. To make, verify, sign, execute and present on behalf of myself/ourselves the plaints, vakalatnamas, appeals, affidavit or statements, petitions or probate petitions or any other paper as may be expedient in the opinion of the attorney to be made, signed, executed, presented or filed.
31. To commence, prosecute, enforce, defend, answer or oppose any suit or other legal proceedings to be filed, instituted or commenced in connection with any or all matters relating to the PMS Agreement.
32. To appear before the relevant authorities submit information, and complete, sign and submit any applications or documents for any approvals/permissions/actions that may be necessary or desirable to perform any acts envisaged under the PMS Agreement.
33. To rectify any defect in the institution of the suit or other action in Court or defending any action in Court, if necessary by making such amendments with the permission of the Court and to do such lawful acts deeds and things required to cure any suit or appeal or revision now pending and arising out of any suit or proceeding which have since been disposed of.
34. In all such proceeding and for such purposes, to enter into a compromise or refer the dispute to arbitration or abandon any claim or submit to judgment or become non-suited in all such proceedings whether pending or not.
35. This Power of Attorney given under my/our hands is irrevocable by me/us during the tenure of my/our Portfolio Account with the Portfolio Manager, in accordance with the terms and conditions of such portfolio(s)/ statutory regulations.

AND I / We hereby agree to ratify and confirm whatsoever shall be done in the premises by virtue of these presents either by the Attorney or any substitute appointed by the Attorney.

AND generally the Attorney shall have the power to do, execute and perform any other acts, deed or deeds, matter or thing whatsoever which in the opinion of my/our said Attorney ought to be done, executed and performed by virtue of these presents as I myself/we ourselves personally could do the same.

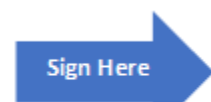


AND I / We further declare that with the execution of the said Power of Attorney, all the powers and authorities conferred herein above shall be exercisable solely by the Attorney and that I/we shall not, until this Power of Attorney stands revoked subject to the satisfaction of dues under the Portfolio Management agreement, have the right to perform any act(s) as mentioned in the said Power of Attorney, except with the prior approval of the Attorney given in writing, the authority for the performance of which has been duly conferred on the Attorney herein above. I/we further declare that I/we shall not at any time act in the manner which has the effect of diluting, nullifying or vitiating the powers given to the Attorney under the said Power of Attorney including but not limited to granting the said powers to any other person(s) whilst this power of attorney is subsisting.

AND I/we do hereby for myself/ourselves, my/our heirs, executors, administrators, successors and legal representatives ratify and confirm and agree to ratify and confirm all and whatsoever acts, deeds, matters and things done or cause to be done by the Attorney or his substitute or substitutes by virtue of these presents.

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

This Power of Attorney shall be deemed to be duly executed only after it has been executed by the Attorney for acceptance as herein provided and shall be effective only pursuant to such execution.

IN WITNESS WHEREOF I / We hereunto set my/our hand(s) on this \_\_\_\_\_ (day) of \_\_\_\_\_ (Month) 20\_\_ (Year) at \_\_\_\_\_ (Place).

	Signed by Client or its duly Constituted Attorney  _____	In the presence of (Witness for Client) Name & Address of Witness:  _____
	Signature <span style="border: 1px solid orange; padding: 2px;">8</span>	 _____ Signature
	Signed By Portfolio Manager through its duly Constituted Attorney For Carnelian Asset Advisors LLP  _____  Authorised Signatory	In the presence of (Witness for Portfolio Manager) Name & Address of Witness:  _____  Signature