

# CLIENT REGISTRATION FORM

# KYC

PMS (& Demat)



PMS

FORM NO. \_\_\_\_\_

**FOR OFFICE USE ONLY**

PMS Client Code \_\_\_\_\_ Account opening date \_\_\_\_\_

Branch \_\_\_\_\_

Branch Code \_\_\_\_\_ Group Code \_\_\_\_\_

Remarks \_\_\_\_\_

Verified by \_\_\_\_\_ Approved by \_\_\_\_\_

**FOR DP ONLY**

Client ID \_\_\_\_\_ Code \_\_\_\_\_

**INVESTOR'S GRIEVANCES E-MAIL ID**

**Exclusive E-mail Id for Redressal of Investor grievances :**

**for PMS : investorpms@mastertrust.co.in**

**For DP : investorg@mastertrust.co.in**

**Depository**

CDSL

**Website**

www.cdslindia.com

**Phone No.**

022-22723333

**E-mail ID**

complaints@cdslindia.com




> You can also lodge your grievances with SEBI at <http://scores.gov.in>. For any queries, feedback or assistance, please contact SEBI Office on Toll Free Helpline at 1800 22 7575 / 1800 266 7575.

## ACKNOWLEDGMENT

I/We have thankfully received the following Documents from you:

- Copies of all Documents executed with Master Capital Services Ltd. - Demat  
(i.e. KYC, Right's & Obligations, Schedule of service charges & other documents)
  
- Copies of all Documents executed with Master Portfolio Services Ltd. - PMS  
(i.e., KYC, Risks, Power of Attorney and Other Documents)
  
- Disclosure Document Dated..... - PMS

**Name & Signature of Client**

	Sole/First Holder / Authorised Signatory	Second Holder / Authorised Signatory	Third Holder / Authorised Signatory
Signature			
Name			

\* Please stamp & Sign in case of Non-Individual Account \*\* In case of Joint holding, all joint holders must sign.

Date: .....



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### **ANNEXURES**

FATCA & CRS DECLARATION (For Individual)
FATCA & CRS DECLARATION (For Non Individual)



**ACCOUNT OPENING FORM**



**Form No.:**

**MASTER PORTFOLIO SERVICES LTD**

SEBI REGD. NO. : INP000001637

**CIN: U67120GJ1994PLC124853**

Regd. Off. : 704, 7th Floor, Sears Tower, Opp. Just Dial Tower,  
Panchvati To Gulbai Tekra Road, Ahmedabad, Gujarat-380009 | Tel.: 079-66623602-605  
Corporate Office : 1012, 10th Floor, Arunachal Building,19, Barakhamba Road, New Delhi-110 001

Photograph  
Please affix your recent  
passport size photograph

Direct Onboarding **OR**  Distributor Onboarding

**INTRODUCER DETAILS** : Introduced by Employee / Business Associate / RM / any other person : \_\_\_\_\_

EMPLOYEE CODE

DISTRIBUTOR CODE

NAME OF THE INTRODUCER

ADDRESS

CONTACT NO.

**GENERAL INFORMATION ABOUT THE CLIENT**

**A. IDENTITY DETAILS**

Please fill this form in ENGLISH and in BLOCK LETTERS

1.	Name of the Applicant	<input type="text"/>
2.	PAN	<input type="text"/>

**B. ADDRESS DETAILS**

1.	<input type="checkbox"/> Residence / <input type="checkbox"/> Correspondence Address	City/Town/Village		PIN Code		
		State	Country			
		Tel. (Off.)		Tel. (Res.)		Fax No
2.	Contact Details	Mobile No.		E-mail ID		
3.	Permanent Address (If different from above. Mandatory for Non- Resident Applicant to specify overseas address)	City/Town/Village		PIN Code		
		State	Country			
		<b>Occupation</b> (please tick any one and give brief details) <input type="checkbox"/> Private Sector <input type="checkbox"/> Agriculturist <input type="checkbox"/> Public Sector <input type="checkbox"/> Retired <input type="checkbox"/> Government Service <input type="checkbox"/> Housewife <input type="checkbox"/> Business <input type="checkbox"/> Student <input type="checkbox"/> Professional <input type="checkbox"/> X-Not Categorised <input type="checkbox"/> Others (Please specify; _____)				

**ANNUAL INCOME DETAILS LAST 3 YEARS (Please Specify)**

Income Range 1 Years	<input type="checkbox"/> Below ₹ 1Lac	<input type="checkbox"/> ₹ 1-5 Lac	<input type="checkbox"/> ₹ 5-10 Lac	<input type="checkbox"/> ₹ 10-25 Lac	<input type="checkbox"/> More than ₹ 25 Lac
Income Range 2 Years	<input type="checkbox"/> Below ₹ 1Lac	<input type="checkbox"/> ₹ 1-5 Lac	<input type="checkbox"/> ₹ 5-10 Lac	<input type="checkbox"/> ₹ 10-25 Lac	<input type="checkbox"/> More than ₹ 25 Lac
Income Range 3 Years	<input type="checkbox"/> Below ₹ 1Lac	<input type="checkbox"/> ₹ 1-5 Lac	<input type="checkbox"/> ₹ 5-10 Lac	<input type="checkbox"/> ₹ 10-25 Lac	<input type="checkbox"/> More than ₹ 25 Lac

OR \_\_\_\_\_

Networth 1 Years Amount (₹) \_\_\_\_\_ as on  (Networth should not be older than 1 year)

Networth 2 Years Amount (₹) \_\_\_\_\_ as on  (Networth should not be older than 1 year)

Networth 3 Years Amount (₹) \_\_\_\_\_ as on  (Networth should not be older than 1 year)





**PART I - KNOW YOUR CLIENT (KYC) APPLICATION FORM (For Individuals)**

NEW  CHANGE REQUEST (Please tick ✓ the appropriate)



Acknowledgement No.

**MASTER CAPITAL SERVICES LTD** CIN: U67190HRI994PLC076366 • DP: CDSL, DP ID: IN-DP-CDSL-I4I-2001

Registered Office : A-852-A Basement, Sushant Lok Phase-I Gurugram, Haryana- 122002

Corporate Office : 1012, 10th Floor, Arunachal Building,19, Barakhamba Road, New Delhi-110 001 • Tel.: 0120-6223333

**MASTER PORTFOLIO SERVICES LTD** CIN: U67120GJ1994PLC124853 SEBI REGD. NO.: INP000001637

Regd. Off. : 704, 7th Floor, Sears Tower, Opp. Just Dial Tower,

Panchvati To Gulbai Tekra Road, Ahmedabad, Gujarat -380009 | Tel.: 079-66623602-605

Corporate Office : 1012, 10th Floor, Arunachal Building,19, Barakhamba Road, New Delhi-110 001

Photograph

Please affix your recent passport size photograph

Signature Across photograph

\* Separate KYC Application forms must be filled by each applicant i.e. (2nd Holder, 3rd Holder & Guardian)

Please fill this form in ENGLISH and in BLOCK LETTERS

**A. IDENTITY DETAILS**

1.	Name of the Applicant																					
2.	Father's / Husband Name																					
3.	Mother's Name																					
4.	a) Gender <input type="checkbox"/> Male <input type="checkbox"/> Female <input type="checkbox"/> Transgender	b) Marital Status <input type="checkbox"/> Single <input type="checkbox"/> Married <input type="checkbox"/> Others	c) Date of Birth	D	D	M	M	Y	Y	Y	Y											
5.	a) Nationality/Citizenship <input type="checkbox"/> Indian <input type="checkbox"/> Others (Please specify _____)																					
	b) Status <input type="checkbox"/> Resident Individual <input type="checkbox"/> Non Resident <input type="checkbox"/> Foreign National <input type="checkbox"/> Person of Indian Origin																					
6.	a) PAN											b) Aadhaar Number										
7.	Specify the proof of identity submitted <input type="checkbox"/> PAN Card <input type="checkbox"/> Any other (Please specify _____)																					

**B. ADDRESS DETAILS**

1.	<input type="checkbox"/> Residence / <input type="checkbox"/> Correspondence Address													
	City/Town/Village							PIN Code						
	State							Country						
2.	Specify the proof of address submitted for Residence / Correspondence address													
3.	Contact Details	Tel. (Off.)					Tel. (Res.)					Fax No		
		Mobile No.					E-mail ID							
4.	Permanent Address (If different from above. Mandatory for Non-Resident Applicant to specify overseas address)													
	City/Town/Village							PIN Code						
	State							Country						
5.	Specify the proof of address submitted for Permanent address													

**C. DECLARATION**

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

**FOR OFFICE USE ONLY**

<input type="checkbox"/> Originals verified & Self-Attested documents copies received															
Name of the person doing IPV* & Interview								Designation							
Date of IPV*	D	D	M	M	Y	Y	Y	Y	SEBI Regn. No. #	Signature of the person doing IPV*					
Name of the Organization															
Signature of the Authorised Signatory of Master Capital Services Ltd. with Seal & Stamp								Date							
								D	D	M	M	Y	Y	Y	Y

\* IPV - stands for In Person Verification # Member Broker / Sub-Broker/ Authorised Person

## INSTRUCTIONS/CHECK LIST FOR FILLING KYC FORM

### A. IMPORTANT POINTS

1. Self attested copy of PAN card is mandatory for all clients, including Promoters/Partners/Karta/Trustees and whole time directors and persons authorized to deal in securities on behalf of company/firm/others.
2. Copies of all the documents submitted by the applicant should be self-attested and accompanied by originals for verification. In case the original of any document is not produced for verification, then the copies should be properly attested by entities authorized for attesting the documents, as per the below mentioned list.
3. If any proof of identity or address is in a foreign language, then translation into English is required.
4. Name & address of the applicant mentioned on the KYC form, should match with the documentary proof submitted.
5. If correspondence & permanent address are different, then proofs for both have to be submitted.
6. Sole proprietor must make the application in his individual name & capacity.
7. For non-residents and foreign nationals, (allowed to trade subject to RBI and FEMA guidelines), copy of passport/PIO Card/OCI Card and overseas address proof is mandatory.
8. For foreign entities, CIN is optional; and in the absence of DIN no. for the directors, their passport copy should be given.
9. In case of Merchant Navy NRI's, Mariner's declaration or certified copy of CDC (Continuous Discharge Certificate) is to be submitted.
10. For opening an account with Depository participant or Mutual Fund, for a minor, photocopy of the School Leaving Certificate/Mark sheet issued by Higher Secondary Board/Passport of Minor/Birth Certificate must be provided.
11. Politically Exposed Persons (PEP) are defined as individuals who are or have been entrusted with prominent public functions in a foreign country, e.g., Heads of States or of Governments, senior politicians, senior Government/judicial/ military officers, senior executives of state owned corporations, important political party officials, etc.

### B. Proof of Identity (POI)

List of documents admissible as Proof of Identity:

1. Unique Identification Number (UID) (Aadhaar)/ Passport/ Voter ID card/ Driving license.
2. PAN card with photograph.
3. Identity card/ document with applicant's Photo, issued by any of the following: Central/State Government and its Departments, Statutory/Regulatory Authorities, Public Sector Undertakings, Scheduled Commercial Banks, Public Financial Institutions, Colleges affiliated to Universities, Professional Bodies such as ICAI, ICWAI, ICSI, Bar Council etc., to their Members; and Credit cards/Debit cards issued by Banks.

### C. Proof of Address (POA)

List of documents admissible as Proof of Address:

(\*Documents having an expiry date should be valid on the date of submission.)

1. Passport/ Voters Identity Card/ Ration Card/ Registered Lease or Sale Agreement of Residence/ Driving License/ Flat Maintenance bill/ Insurance Copy/Unique Identification Number (UID) (Aadhaar Letter).
2. Utility bills like Telephone Bill (only land line), Electricity bill or Gas bill - Not more than 3 months old.
3. Bank Account Statement/Passbook -- Not more than 3 months old.
4. Self-declaration by High Court and Supreme Court judges, giving the new address in respect of their own accounts.
5. Proof of address issued by any of the following: Bank Managers of Scheduled Commercial Banks/Scheduled Co-Operative Bank/Multinational Foreign Banks/ Gazetted Officer/Notary. public/Elected representatives to the Legislative Assembly/ Parliament/Documents issued by any Govt. or Statutory Authority.
6. Identity card/ document with address, issued by any of the following: Central/State Government and its Departments, Statutory/Regulatory Authorities, Public Sector Undertakings, Scheduled Commercial Banks, Public Financial Institutions, Colleges affiliated to Universities and Professional Bodies such as ICAI, ICWAI, ICSI, Bar Council etc., to their Members.
7. For FII/sub account, Power of Attorney given by FII/sub-account to the Custodians (which are duly notarized and/or apostilled or consularised) that gives the registered address should be taken.
8. The proof of address in the name of the spouse may be accepted.

### D. Exemptions/clarifications to PAN

(\*Sufficient documentary evidence in support of such claims to be collected.)

1. In case of transactions undertaken on behalf of Central Government and/or State Government and by officials appointed by Courts e.g. Official liquidator, Court receiver etc.
2. Investors residing in the state of Sikkim.
3. UN entities/multilateral agencies exempt from paying taxes/filing tax returns in India.
4. SIP of Mutual Funds upto Rs 50,000/- p.a.
5. In case of institutional clients, namely, FIIs, MFs, VCFs, FVCI, Scheduled Commercial Banks, Multilateral and Bilateral Development Financial Institutions, State Industrial Development Corporations, Insurance Companies registered with IRDA and Public Financial Institution as defined under section 4A of the Companies Act, 1956, Custodians shall verify the PAN card details with the original PAN card and provide duly certified copies of such verified PAN details to the intermediary.

### E. List of people authorized to attest the documents:

1. Notary Public, Gazetted Officer, Manager of a Scheduled Commercial/ Co-operative Bank or Multinational Foreign Banks (Name, Designation & Seal should be affixed on the copy).
2. In case of NRIs, authorized officials of overseas branches of Scheduled Commercial Banks registered in India, Notary Public, Court Magistrate, Judge, Indian Embassy /Consulate General in the country where the client resides are permitted to attest the documents.

**PART I - KNOW YOUR CLIENT (KYC) APPLICATION FORM (For Individuals)**



NEW  CHANGE REQUEST (Please tick ✓ the appropriate)

Acknowledgement No.

**MASTER CAPITAL SERVICES LTD** CIN: U67190HR1994PLC076366 • DP: CDSL, DP ID: IN-DP-CDSL-141-2001

Registered Office : A-852-A Basement, Sushant Lok Phase-I Gurugram, Haryana- 122002

Corporate Office : 1012, 10th Floor, Arunachal Building,19, Barakhamba Road, New Delhi-110 001 • Tel.: 0120-6223333

**MASTER PORTFOLIO SERVICES LTD** CIN: U67120GJ1994PLC124853 SEBI REGD. NO.: INP000001637

Regd. Off. : 704, 7th Floor, Sears Tower, Opp. Just Dial Tower,

Panchvati To Gulbai Tekra Road, Ahmedabad, Gujarat -380009 | Tel.: 079-66623602-605

Corporate Office : 1012, 10th Floor, Arunachal Building,19, Barakhamba Road, New Delhi-110 001

Photograph  
Please affix your recent  
passport size photograph

Signature Across photograph

**\*KYC Application forms to be filled by SECOND HOLDER / GUARDIAN (in case of Demat Account).**

Please fill this form in ENGLISH and in BLOCK LETTERS

**A. IDENTITY DETAILS**

<input type="checkbox"/>	1.	Name of the Applicant																					
<input type="checkbox"/>	2.	Father's / Husband Name																					
<input type="checkbox"/>	3.	Mother's Name																					
<input type="checkbox"/>	4.	a) Gender <input type="checkbox"/> Male <input type="checkbox"/> Female <input type="checkbox"/> Transgender	b) Marital Status <input type="checkbox"/> Single <input type="checkbox"/> Married <input type="checkbox"/> Others	c) Date of Birth	D	D	M	M	Y	Y	Y	Y											
<input type="checkbox"/>	5.	a) Nationality/Citizenship <input type="checkbox"/> Indian <input type="checkbox"/> Others (Please specify _____)																					
		b) Status <input type="checkbox"/> Resident Individual <input type="checkbox"/> Non Resident <input type="checkbox"/> Foreign National <input type="checkbox"/> Person of Indian Origin																					
<input type="checkbox"/>	6.	a) PAN											b) Aadhaar Number										
<input type="checkbox"/>	7.	Specify the proof of identity submitted <input type="checkbox"/> PAN Card <input type="checkbox"/> Any other (Please specify _____)																					

**B. ADDRESS DETAILS**

<input type="checkbox"/>	1.	<input type="checkbox"/> Residence / <input type="checkbox"/> Correspondence Address	City/Town/Village	PIN Code							State	Country
<input type="checkbox"/>	2.	Specify the proof of address submitted for Residence / Correspondence address										
<input type="checkbox"/>	3.	<b>Contact Details</b>	Tel. (Off.)	Tel. (Res.)	Fax No							
			Mobile No.	E-mail ID								
<input type="checkbox"/>	4.	Permanent Address (If different from above. Mandatory for Non- Resident Applicant to specify overseas address)	City/Town/Village	PIN Code							State	Country
<input type="checkbox"/>	5.	Specify the proof of address submitted for Permanent address										

**C. DECLARATION**

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

Signature of the Applicant	(2)
Date	D D M M Y Y Y Y

**FOR OFFICE USE ONLY**

<input type="checkbox"/> Originals verified & Self-Attested documents copies received															
Name of the person doing IPV* & Interview								Designation							
Date of IPV*		D	D	M	M	Y	Y	Y	Y	SEBI Regn. No. #		Signature of the person doing IPV*			
Name of the Organization															
Signature of the Authorised Signatory of Master Capital Services Ltd. with Seal & Stamp								Date							
								D	D	M	M	Y	Y	Y	Y

\* IPV - stands for In Person Verification # Member Broker / Sub-Broker/ Authorised Person

## INSTRUCTIONS/CHECK LIST FOR FILLING KYC FORM

### A. IMPORTANT POINTS

1. Self attested copy of PAN card is mandatory for all clients, including Promoters/Partners/Karta/Trustees and whole time directors and persons authorized to deal in securities on behalf of company/firm/others.
2. Copies of all the documents submitted by the applicant should be self-attested and accompanied by originals for verification. In case the original of any document is not produced for verification, then the copies should be properly attested by entities authorized for attesting the documents, as per the below mentioned list.
3. If any proof of identity or address is in a foreign language, then translation into English is required.
4. Name & address of the applicant mentioned on the KYC form, should match with the documentary proof submitted.
5. If correspondence & permanent address are different, then proofs for both have to be submitted.
6. Sole proprietor must make the application in his individual name & capacity.
7. For non-residents and foreign nationals, (allowed to trade subject to RBI and FEMA guidelines), copy of passport/PIO Card/OCI Card and overseas address proof is mandatory.
8. For foreign entities, CIN is optional; and in the absence of DIN no. for the directors, their passport copy should be given.
9. In case of Merchant Navy NRI's, Mariner's declaration or certified copy of CDC (Continuous Discharge Certificate) is to be submitted.
10. For opening an account with Depository participant or Mutual Fund, for a minor, photocopy of the School Leaving Certificate/Mark sheet issued by Higher Secondary Board/Passport of Minor/Birth Certificate must be provided.
11. Politically Exposed Persons (PEP) are defined as individuals who are or have been entrusted with prominent public functions in a foreign country, e.g., Heads of States or of Governments, senior politicians, senior Government/Judicial/ military officers, senior executives of state owned corporations, important political party officials, etc.

### B. Proof of Identity (POI)

List of documents admissible as Proof of Identity:

1. Unique Identification Number (UID) (Aadhaar)/ Passport/ Voter ID card/ Driving license.
2. PAN card with photograph.
3. Identity card/ document with applicant's Photo, issued by any of the following: Central/State Government and its Departments, Statutory/Regulatory Authorities, Public Sector Undertakings, Scheduled Commercial Banks, Public Financial Institutions, Colleges affiliated to Universities, Professional Bodies such as ICAI, ICWAI, ICSI, Bar Council etc., to their Members; and Credit cards/Debit cards issued by Banks.

### C. Proof of Address (POA)

List of documents admissible as Proof of Address:

(\*Documents having an expiry date should be valid on the date of submission.)

1. Passport/ Voters Identity Card/ Ration Card/ Registered Lease or Sale Agreement of Residence/ Driving License/ Flat Maintenance bill/ Insurance Copy/Unique Identification Number (UID) (Aadhaar Letter).

2. Utility bills like Telephone Bill (only land line), Electricity bill or Gas bill - Not more than 3 months old.
3. Bank Account Statement/Passbook -- Not more than 3 months old.
4. Self-declaration by High Court and Supreme Court judges, giving the new address in respect of their own accounts.
5. Proof of address issued by any of the following: Bank Managers of Scheduled Commercial Banks/Scheduled Co-Operative Bank/Multinational Foreign Banks/ Gazetted Officer/Notary. public/Elected representatives to the Legislative Assembly/Parliament/Documents issued by any Govt. or Statutory Authority.
6. Identity card/ document with address, issued by any of the following: Central/State Government and its Departments, Statutory/Regulatory Authorities, Public Sector Undertakings, Scheduled Commercial Banks, Public Financial Institutions, Colleges affiliated to Universities and Professional Bodies such as ICAI, ICWAI, ICSI, Bar Council etc., to their Members.
7. For FII/sub account, Power of Attorney given by FII/sub-account to the Custodians (which are duly notarized and/or apostilled or consularised) that gives the registered address should be taken.
8. The proof of address in the name of the spouse may be accepted.

### D. Exemptions/clarifications to PAN

(\*Sufficient documentary evidence in support of such claims to be collected.)

1. In case of transactions undertaken on behalf of Central Government and/or State Government and by officials appointed by Courts e.g. Official liquidator, Court receiver etc.
2. Investors residing in the state of Sikkim.
3. UN entities/multilateral agencies exempt from paying taxes/filing tax returns in India.
4. SIP of Mutual Funds upto Rs 50, 000/- p.a.
5. In case of institutional clients, namely, FIIs, MFs, VCFs, FVCIs, Scheduled Commercial Banks, Multilateral and Bilateral Development Financial Institutions, State Industrial Development Corporations, Insurance Companies registered with IRDA and Public Financial Institution as defined under section 4A of the Companies Act, 1956, Custodians shall verify the PAN card details with the original PAN card and provide duly certified copies of such verified PAN details to the intermediary.

### E. List of people authorized to attest the documents:

1. Notary Public, Gazetted Officer, Manager of a Scheduled Commercial/ Co-operative Bank or Multinational Foreign Banks (Name, Designation & Seal should be affixed on the copy).
2. In case of NRIs, authorized officials of overseas branches of Scheduled Commercial Banks registered in India, Notary Public, Court Magistrate, Judge, Indian Embassy /Consulate General in the country where the client resides are permitted to attest the documents.

**PART I - KNOW YOUR CLIENT (KYC) APPLICATION FORM (For Individuals)**



NEW  CHANGE REQUEST (Please tick ✓ the appropriate)

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Corporate Office : 1012, 10th Floor, Arunachal Building,19, Barakhamba Road, New Delhi-110 001

Photograph  
Please affix your recent  
passport size photograph

Signature Across photograph

**\*KYC Application forms to be filled by THIRD HOLDER (in case of Demat Account).**

Please fill this form in ENGLISH and in BLOCK LETTERS

**A. IDENTITY DETAILS**

<input type="checkbox"/>	1.	Name of the Applicant																					
<input type="checkbox"/>	2.	Father's / Husband Name																					
<input type="checkbox"/>	3.	Mother's Name																					
<input type="checkbox"/>	4.	a) Gender <input type="checkbox"/> Male <input type="checkbox"/> Female <input type="checkbox"/> Transgender	b) Marital Status <input type="checkbox"/> Single <input type="checkbox"/> Married <input type="checkbox"/> Others	c) Date of Birth	D	D	M	M	Y	Y	Y	Y											
<input type="checkbox"/>	5.	a) Nationality/Citizenship <input type="checkbox"/> Indian <input type="checkbox"/> Others (Please specify _____)																					
		b) Status <input type="checkbox"/> Resident Individual <input type="checkbox"/> Non Resident <input type="checkbox"/> Foreign National <input type="checkbox"/> Person of Indian Origin																					
<input type="checkbox"/>	6.	a) PAN											b) Aadhaar Number										
<input type="checkbox"/>	7.	Specify the proof of identity submitted <input type="checkbox"/> PAN Card <input type="checkbox"/> Any other (Please specify _____)																					

**B. ADDRESS DETAILS**

<input type="checkbox"/>	1.	<input type="checkbox"/> Residence / <input type="checkbox"/> Correspondence Address															
		City/Town/Village						PIN Code									
		State						Country									
<input type="checkbox"/>	2.	Specify the proof of address submitted for Residence / Correspondence address															
<input type="checkbox"/>	3.	<b>Contact Details</b>	Tel. (Off.)						Tel. (Res.)						Fax No		
			Mobile No.						E-mail ID								
<input type="checkbox"/>	4.	Permanent Address (If different from above. Mandatory for Non-Resident Applicant to specify overseas address)															
		City/Town/Village						PIN Code									
		State						Country									
<input type="checkbox"/>	5.	Specify the proof of address submitted for Permanent address															

**C. DECLARATION**

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

Signature of the Applicant

(2)

Date

D D M M Y Y Y Y

**FOR OFFICE USE ONLY**

Originals verified & Self-Attested documents copies received

Name of the person doing IPV* & Interview										Designation	
Date of IPV*	D	D	M	M	Y	Y	Y	Y	SEBI Regn. No. #	Signature of the person doing IPV*	
Name of the Organization											

Signature of the Authorised Signatory of Master Capital Services Ltd. with Seal & Stamp											Date
											D D M M Y Y Y Y

\* IPV - stands for In Person Verification # Member Broker / Sub-Broker/ Authorised Person



## INSTRUCTIONS/CHECK LIST FOR FILLING KYC FORM

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7. For non-residents and foreign nationals, (allowed to trade subject to RBI and FEMA guidelines), copy of passport/PIO Card/OCI Card and overseas address proof is mandatory.
8. For foreign entities, CIN is optional; and in the absence of DIN no. for the directors, their passport copy should be given.
9. In case of Merchant Navy NRI's, Mariner's declaration or certified copy of CDC (Continuous Discharge Certificate) is to be submitted.
10. For opening an account with Depository participant or Mutual Fund, for a minor, photocopy of the School Leaving Certificate/Mark sheet issued by Higher Secondary Board/Passport of Minor/Birth Certificate must be provided.
11. Politically Exposed Persons (PEP) are defined as individuals who are or have been entrusted with prominent public functions in a foreign country, e.g., Heads of States or of Governments, senior politicians, senior Government/judicial/ military officers, senior executives of state owned corporations, important political party officials, etc.

### B. Proof of Identity (POI)

List of documents admissible as Proof of Identity:

1. Unique Identification Number (UID) (Aadhaar)/ Passport/ Voter ID card/ Driving license.
2. PAN card with photograph.
3. Identity card/ document with applicant's Photo, issued by any of the following: Central/State Government and its Departments, Statutory/Regulatory Authorities, Public Sector Undertakings, Scheduled Commercial Banks, Public Financial Institutions, Colleges affiliated to Universities, Professional Bodies such as ICAI, ICWAI, ICSI, Bar Council etc., to their Members; and Credit cards/Debit cards issued by Banks.

### C. Proof of Address (POA)

List of documents admissible as Proof of Address:

- (\*Documents having an expiry date should be valid on the date of submission.)
1. Passport/ Voters Identity Card/ Ration Card/ Registered Lease or Sale Agreement of Residence/ Driving License/ Flat Maintenance bill/ Insurance Copy/Unique Identification Number (UID) (Aadhaar Letter).
  2. Utility bills like Telephone Bill (only land line), Electricity bill or Gas bill -

Not more than 3 months old.

3. Bank Account Statement/Passbook -- Not more than 3 months old.
4. Self-declaration by High Court and Supreme Court judges, giving the new address in respect of their own accounts.
5. Proof of address issued by any of the following: Bank Managers of Scheduled Commercial Banks/Scheduled Co-Operative Bank/Multinational Foreign Banks/ Gazetted Officer/Notary. public/Elected representatives to the Legislative Assembly/ Parliament/Documents issued by any Govt. or Statutory Authority.
6. Identity card/ document with address, issued by any of the following: Central/State Government and its Departments, Statutory/Regulatory Authorities, Public Sector Undertakings, Scheduled Commercial Banks, Public Financial Institutions, Colleges affiliated to Universities and Professional Bodies such as ICAI, ICWAI, ICSI, Bar Council etc., to their Members.
7. For FII/sub account, Power of Attorney given by FII/sub-account to the Custodians (which are duly notarized and/or apostilled or consularised) that gives the registered address should be taken.
8. The proof of address in the name of the spouse may be accepted.

### D. Exemptions/clarifications to PAN

(\*Sufficient documentary evidence in support of such claims to be collected.)

1. In case of transactions undertaken on behalf of Central Government and/or State Government and by officials appointed by Courts e.g. Official liquidator, Court receiver etc.
2. Investors residing in the state of Sikkim.
3. UN entities/multilateral agencies exempt from paying taxes/filing tax returns in India.
4. SIP of Mutual Funds upto Rs 50, 000/- p.a.
5. In case of institutional clients, namely, FIIs, MFs, VCFs, FVCIs, Scheduled Commercial Banks, Multilateral and Bilateral Development Financial Institutions, State Industrial Development Corporations, Insurance Companies registered with IRDA and Public Financial Institution as defined under section 4A of the Companies Act, 1956, Custodians shall verify the PAN card details with the original PAN card and provide duly certified copies of such verified PAN details to the intermediary.

### E. List of people authorized to attest the documents:

1. Notary Public, Gazetted Officer, Manager of a Scheduled Commercial/ Co-operative Bank or Multinational Foreign Banks (Name, Designation & Seal should be affixed on the copy).
2. In case of NRIs, authorized officials of overseas branches of Scheduled Commercial Banks registered in India, Notary Public, Court Magistrate, Judge, Indian Embassy /Consulate General in the country where the client resides are permitted to attest the documents.

**PART I - KNOW YOUR CLIENT (KYC) APPLICATION FORM (For Non-Individuals)**



NEW  CHANGE REQUEST (Please tick ✓ the appropriate)

Acknowledgement No.

**MASTER CAPITAL SERVICES LTD** CIN: U67190HRI994PLC076366 • DP: CDSL, DP ID: IN-DP-CDSL-141-2001

Registered Office : A-852-A Basement, Sushant Lok Phase-I Gurugram, Haryana- 122002

Corporate Office : 1012, 10th Floor, Arunachal Building,19, Barakhamba Road, New Delhi-110 001 • Tel.: 0120-6223333

**MASTER PORTFOLIO SERVICES LTD** CIN: U67120GJ1994PLC124853 SEBI REGD. NO.: INP000001637

Regd. Off. : 704, 7th Floor, Sears Tower, Opp. Just Dial Tower,

Panchvati To Gulbai Tekra Road, Ahmedabad, Gujarat -380009 | Tel.: 079-66623602-605

Corporate Office : 1012, 10th Floor, Arunachal Building,19, Barakhamba Road, New Delhi-110 001

Please fill this form in ENGLISH and in BLOCK LETTERS

**A. IDENTITY DETAILS**

1.	Name of the Applicant													
2.	Date of Incorporation	D	D	M	M	Y	Y	Y	Y	Place of incorporation				
3.	Date of commencement of business	D	D	M	M	Y	Y	Y	Y					
4.	a) PAN									b) Registration No. (e.g. CIN)				
5.	Status (please tick any one)	<input type="checkbox"/> Private Limited Co. <input type="checkbox"/> Public Ltd. Co. <input type="checkbox"/> Body Corporate <input type="checkbox"/> Partnership <input type="checkbox"/> Trust <input type="checkbox"/> Charities <input type="checkbox"/> NGO's <input type="checkbox"/> FI <input type="checkbox"/> FII <input type="checkbox"/> HUF <input type="checkbox"/> AOP <input type="checkbox"/> Bank <input type="checkbox"/> Government Body <input type="checkbox"/> Non-Government Organization <input type="checkbox"/> Defense Establishment <input type="checkbox"/> BOI <input type="checkbox"/> Society <input type="checkbox"/> LLP <input type="checkbox"/> Others (please specify) _____												

**B. ADDRESS DETAILS**

1.	Address for Correspondence													
		City/Town/Village					PIN Code							
		State					Country							
2.	Contact Details	Tel. (Off.)					Tel. (Res.)					Mobile No.		
		Fax No.					E-mail ID							
3.	Specify the proof of address submitted for correspondence address													
4.	Registered Address (if different from above)													
		City/Town/Village					PIN Code							
		State					Country							
5.	Specify the proof of address submitted for Registered address													

**C. OTHER DETAILS**

1.	Name, PAN, Residential Address and Photographs of Promoters/ Partners/Karta/Trustees and whole time directors:	<b>As per Separate Sheet Enclosed</b>
2.	a. DIN of whole time directors	
	b. Aadhaar Number of Promoters/Partners/Karta	

**C. DECLARATION**

I/We hereby declare that the details furnished above are true and correct to the best of my/our knowledge and belief and I/We undertake to inform you of any changes therein, immediately. In case any of the above information is found to be false or untrue or misleading or misrepresenting, I am/we are aware that I/we may be held liable for it.	Signature of the Applicant	(2)										
	Date	D	D	M	M	Y	Y	Y	Y			

**FOR OFFICE USE ONLY**

<input type="checkbox"/> Originals verified & Self-Attested documents copies received													
Name of the person doing IPV* & Interview										Designation			
Date of IPV*	D	D	M	M	Y	Y	Y	Y	SEBI Regn. No. #	Signature of the person doing IPV*			
Name of the Organization													

Signature of the Authorised Signatory of Master Capital Services Ltd. with Seal & Stamp												Date
												D

\* IPV - stands for In Person Verification # Member Broker / Sub-Broker/ Authorised Person

## INSTRUCTIONS/CHECK LIST FOR FILLING KYC FORM

### A. IMPORTANT POINTS

1. Self attested copy of PAN card is mandatory for all clients, including Promoters/Partners/Karta/Trustees and whole time directors and persons authorized to deal in securities on behalf of company/firm/others.
2. Copies of all the documents submitted by the applicant should be self-attested and accompanied by originals for verification. In case the original of any document is not produced for verification, then the copies should be properly attested by entities authorized for attesting the documents, as per the below mentioned list.
3. If any proof of identity or address is in a foreign language, then translation into English is required.
4. Name & address of the applicant mentioned on the KYC form, should match with the documentary proof submitted.
5. If correspondence & permanent address are different, then proofs for both have to be submitted.
6. Sole proprietor must make the application in his individual name & capacity.
7. For non-residents and foreign nationals, (allowed to trade subject to RBI and FEMA guidelines), copy of passport/PIO Card/OCI Card and overseas address proof is mandatory.
8. For foreign entities, CIN is optional; and in the absence of DIN no. for the directors, their passport copy should be given.
9. In case of Merchant Navy NRI's, Mariner's declaration or certified copy of CDC (Continuous Discharge Certificate) is to be submitted.
10. For opening an account with Depository participant or Mutual Fund, for a minor, photocopy of the School Leaving Certificate/Mark sheet issued by Higher Secondary Board/Passport of Minor/Birth Certificate must be provided.
11. Politically Exposed Persons (PEP) are defined as individuals who are or have been entrusted with prominent public functions in a foreign country, e.g., Heads of States or of Governments, senior politicians, senior Government/judicial/ military officers, senior executives of state owned corporations, important political party officials, etc.

### B. Proof of Identity (POI)

List of documents admissible as Proof of Identity:

1. Unique Identification Number (UID) (Aadhaar)/ Passport/Voter ID card/ Driving license.
2. PAN card with photograph.
3. Identity card/ document with applicant's Photo, issued by any of the following: Central/State Government and its Departments, Statutory/Regulatory Authorities, Public Sector Undertakings, Scheduled Commercial Banks, Public Financial Institutions, Colleges affiliated to Universities, Professional Bodies such as ICAI, ICWAI, ICSI, Bar Council etc., to their Members; and Credit cards/Debit cards issued by Banks.

### C. Proof of Address (POA)

List of documents admissible as Proof of Address:

(\*Documents having an expiry date should be valid on the date of submission.)

1. Passport/ Voters Identity Card/ Ration Card/ Registered Lease or Sale Agreement of Residence/ Driving License/ Flat Maintenance bill/ Insurance Copy/Unique Identification Number (UID) (Aadhaar Letter).
2. Utility bills like Telephone Bill (only land line), Electricity bill or Gas bill - Not more than 3 months old.
3. Bank Account Statement/Passbook -- Not more than 3 months old.
4. Self-declaration by High Court and Supreme Court judges, giving the new address in respect of their own accounts.
5. Proof of address issued by any of the following: Bank Managers of Scheduled Commercial Banks/Scheduled Co-Operative Bank/Multinational Foreign Banks/ Gazetted Officer/Notary-public/Elected representatives to the Legislative Assembly/ Parliament/Documents issued by any Govt. or Statutory Authority.
6. Identity card/ document with address, issued by any of the following: Central/State Government and its Departments, Statutory/Regulatory Authorities, Public Sector Undertakings, Scheduled Commercial Banks, Public Financial Institutions, Colleges affiliated to Universities and Professional Bodies such as ICAI, ICWAI, ICSI, Bar Council etc., to their Members.
7. For FII/sub account, Power of Attorney given by FII/sub-account to the Custodians (which are duly notarized and/or apostilled or consularised) that gives the registered address should be taken.
8. The proof of address in the name of the spouse may be accepted.

### D. Exemptions/clarifications to PAN

(\*Sufficient documentary evidence in support of such claims to be collected.)

1. In case of transactions undertaken on behalf of Central Government and/or State Government and by officials appointed by Courts e.g. Official liquidator, Court receiver etc.
2. Investors residing in the state of Sikkim.
3. UN entities/multilateral agencies exempt from paying taxes/filing tax returns in India.
4. SIP of Mutual Funds upto Rs 50,000/- p.a.
5. In case of institutional clients, namely, FIIs, MFs, VCFs, FVCI's, Scheduled Commercial Banks, Multilateral and Bilateral Development Financial Institutions, State Industrial Development Corporations, Insurance Companies registered with IRDA and Public Financial Institution as defined under section 4A of the Companies Act, 1956, Custodians shall verify the PAN card details with the original PAN card and provide duly certified copies of such verified PAN details to the intermediary.

### E. List of people authorized to attest the documents:

1. Notary Public, Gazetted Officer, Manager of a Scheduled Commercial/ Co-operative Bank or Multinational Foreign Banks (Name, Designation & Seal should be affixed on the copy).
2. In case of NRIs, authorized officials of overseas branches of Scheduled Commercial Banks registered in India, Notary Public, Court Magistrate, Judge, Indian Embassy /Consulate General in the country where the client resides are permitted to attest the documents.

### F. In case of Non-Individuals, additional documents to be obtained from non-individuals, over & above the POI & POA, as mentioned below :

Type of Entity	Documentary Requirements
Corporate	<ul style="list-style-type: none"> <li>• Copy of the balance sheets for the last 2 financial years (to be submitted every year).</li> <li>• *Copy of latest share holding pattern including list of all those holding control, either directly or indirectly, in the company in terms of SEBI takeover Regulations, duly certified by the company secretary/Whole time director/MD (to be submitted every year).</li> <li>• Photograph, POI, POA, PAN and DIN numbers of whole time directors/two directors in charge of day to day operations.</li> <li>• Photograph, POI, POA, PAN of individual promoters holding control - either directly or indirectly.</li> <li>• Copies of the Memorandum and Articles of Association and certificate of incorporation.</li> <li>• Copy of the Board Resolution for investment in securities market.</li> <li>• Authorised signatories list with specimen signatures.</li> </ul>
Partnership Firm	<ul style="list-style-type: none"> <li>• Copy of the balance sheets for the last 2 financial years (to be submitted every year).</li> <li>• Certificate of registration (for registered partnership firms only).</li> <li>• *Copy of partnership deed.</li> <li>• Photograph, POI, POA, PAN of Partners.</li> <li>• Authorised signatories list with specimen signatures.</li> </ul>
Trust	<ul style="list-style-type: none"> <li>• Copy of the balance sheets for the last 2 financial years (to be submitted every year).</li> <li>• Certificate of registration (for registered trust only).</li> <li>• **Copy of Trust deed.</li> <li>• Photograph, POI, POA, PAN of Trustees.</li> <li>• List of trustees certified by managing trustees/CA.</li> </ul>
HUF	<ul style="list-style-type: none"> <li>• PAN of HUF.</li> <li>• Bank pass-book/bank statement in the name of HUF.</li> <li>• Deed of declaration of HUF/ List of coparceners.</li> <li>• Photograph, POI, POA, PAN of Karta.</li> </ul>
Unincorporated Association or a Body of Individuals	<ul style="list-style-type: none"> <li>• Proof of Existence/Constitution document.</li> <li>• Resolution of the managing body &amp; Power of Attorney granted to transact business on its behalf.</li> <li>• Authorized signatories list with specimen signatures.</li> </ul>
Banks/Institutional Investors	<ul style="list-style-type: none"> <li>• Copy of the constitution/registration or annual report/balance sheet for the last 2 financial years.</li> <li>• Authorized signatories list with specimen signatures.</li> </ul>
Foreign Institutional Investors (FII)	<ul style="list-style-type: none"> <li>• Copy of SEBI registration certificate.</li> <li>• Authorized signatories list with specimen signatures.</li> </ul>
Army/Government Bodies	<ul style="list-style-type: none"> <li>• Self-certification on letterhead.</li> <li>• Authorized signatories list with specimen signatures.</li> </ul>
Registered Society	<ul style="list-style-type: none"> <li>• Copy of Registration Certificate under Societies Registration Act.</li> <li>• List of Managing Committee members.</li> <li>• Committee resolution for persons authorised to act as authorised signatories with specimen signatures.</li> <li>• True copy of Society Rules and Bye Laws certified by the Chairman/Secretary.</li> </ul>

- Note :**
- (1)\* For corporate: 25% or more ownership & for other entities 15% and above implies "controlling ownership from UBO perspective".
  - (2)\*\* For Trusts, the trustees and settlers / protectors are also to be given as UBOs
  - (3) Individual having controlling stake /UBO shall submit KYC-Part-I, separately, alongwith the copy of their aadhaar card/other proof of identity /address.



**Details of Promoters/ Partners/ Karta / Trustees and whole time directors forming a part of  
Know Your Client (KYC) Application Form for Non-Individuals**

<b>Name of Applicant</b>	
--------------------------	--

<b>PAN of the Applicant</b>																			
-----------------------------	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

1.	Name																				
	Relationship with Applicant (i.e. promoters, whole time directors etc.)																				
	PAN																			DIN	
	AADHAAR																				
	Residential / Registered Address																				
		City/Town/Village								PIN											
State									Country												
Wether Politically Exposed	<input type="checkbox"/> PEP (Politically Exposed Person) <input type="checkbox"/> RPEP (Related to Politically Exposed Person) <input type="checkbox"/> NO																				

Photograph  
Please affix your recent  
passport size photograph  
& Sign Across it.

2.	Name																				
	Relationship with Applicant (i.e. promoters, whole time directors etc.)																				
	PAN																			DIN	
	AADHAAR																				
	Residential / Registered Address																				
		City/Town/Village								PIN											
State									Country												
Wether Politically Exposed	<input type="checkbox"/> PEP (Politically Exposed Person) <input type="checkbox"/> RPEP (Related to Politically Exposed Person) <input type="checkbox"/> NO																				


Photograph  
Please affix your recent  
passport size photograph  
& Sign Across it.

3.	Name																				
	Relationship with Applicant (i.e. promoters, whole time directors etc.)																				
	PAN																			DIN	
	AADHAAR																				
	Residential / Registered Address																				
		City/Town/Village								PIN											
State									Country												
Wether Politically Exposed	<input type="checkbox"/> PEP (Politically Exposed Person) <input type="checkbox"/> RPEP (Related to Politically Exposed Person) <input type="checkbox"/> NO																				

Photograph  
Please affix your recent  
passport size photograph  
& Sign Across it.

4.	Name																				
	Relationship with Applicant (i.e. promoters, whole time directors etc.)																				
	PAN																			DIN	
	AADHAAR																				
	Residential / Registered Address																				
		City/Town/Village								PIN											
State									Country												
Wether Politically Exposed	<input type="checkbox"/> PEP (Politically Exposed Person) <input type="checkbox"/> RPEP (Related to Politically Exposed Person) <input type="checkbox"/> NO																				

Photograph  
Please affix your recent  
passport size photograph  
& Sign Across it.

<b>Name &amp; Signature of the Authorised Signatory(ies)</b>	
	 (3)

Date	D	D	M	M	Y	Y	Y	Y
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**Details of Promoters/ Partners/ Karta / Trustees and whole time directors forming a part of  
Know Your Client (KYC) Application Form for Non-Individuals**

<b>Name of Applicant</b>	
--------------------------	--


<b>PAN of the Applicant</b>																				
-----------------------------	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

5.	Name																				<p align="center">Photograph</p> <p align="center">Please affix your recent passport size photograph &amp; Sign Across it.</p>		
	Relationship with Applicant (i.e. promoters, whole time directors etc.)																						
	PAN																					DIN	
	AADHAAR																						
	Residential / Registered Address																						
		City/Town/Village											PIN										
State												Country											
Wether Politically Exposed	<input type="checkbox"/> PEP (Politically Exposed Person) <input type="checkbox"/> RPEP (Related to Politically Exposed Person) <input type="checkbox"/> NO																						

6.	Name																				<p align="center">Photograph</p> <p align="center">Please affix your recent passport size photograph &amp; Sign Across it.</p>		
	Relationship with Applicant (i.e. promoters, whole time directors etc.)																						
	PAN																					DIN	
	AADHAAR																						
	Residential / Registered Address																						
		City/Town/Village											PIN										
State												Country											
Wether Politically Exposed	<input type="checkbox"/> PEP (Politically Exposed Person) <input type="checkbox"/> RPEP (Related to Politically Exposed Person) <input type="checkbox"/> NO																						

7.	Name																				<p align="center">Photograph</p> <p align="center">Please affix your recent passport size photograph &amp; Sign Across it.</p>		
	Relationship with Applicant (i.e. promoters, whole time directors etc.)																						
	PAN																					DIN	
	AADHAAR																						
	Residential / Registered Address																						
		City/Town/Village											PIN										
State												Country											
Wether Politically Exposed	<input type="checkbox"/> PEP (Politically Exposed Person) <input type="checkbox"/> RPEP (Related to Politically Exposed Person) <input type="checkbox"/> NO																						

8.	Name																				<p align="center">Photograph</p> <p align="center">Please affix your recent passport size photograph &amp; Sign Across it.</p>		
	Relationship with Applicant (i.e. promoters, whole time directors etc.)																						
	PAN																					DIN	
	AADHAAR																						
	Residential / Registered Address																						
		City/Town/Village											PIN										
State												Country											
Wether Politically Exposed	<input type="checkbox"/> PEP (Politically Exposed Person) <input type="checkbox"/> RPEP (Related to Politically Exposed Person) <input type="checkbox"/> NO																						

<b>Name &amp; Signature of the Authorised Signatory(ies)</b>	
	 (3)

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

**PART-II ACCOUNT RELATED DETAILS**

**FOR INDIVIDUALS & NON-INDIVIDUALS**



DP ID : I2022900

FOR OFFICE USE ONLY

BO ID					
Unique Client Code (UCC)					

**MASTER CAPITAL SERVICES LTD** CIN: U67190HR1994PLC076366 • DP: CDSL, DP ID: IN-DP-CDSL-141-2001  
 Registered Office : A-852-A Basement, Sushant Lok Phase-I Gurugram, Haryana- 122002  
 Corporate Office : 1012, 10th Floor, Arunachal Building,19, Barakhamba Road, New Delhi-110 001 • Tel.: 0120-6223333

**MASTER PORTFOLIO SERVICES LTD** CIN: U67120GJ1994PLC124853 SEBI REGD. NO.: INP000001637  
 Regd. Off. : 704, 7th Floor, Sears Tower, Opp. Just Dial Tower,  
 Panchvati To Gulbai Tekra Road, Ahmedabad, Gujarat -380009 | Tel.: 079-66623602-605  
 Corporate Office : 1012, 10th Floor, Arunachal Building,19, Barakhamba Road, New Delhi-110 001

I/We request you to open a PMS & Depository account in my/our name as per the below mentioned details and request you to map my/our BO Id so allotted for depository account opened alongwith my/our PMS account as my/our primary depository account.

<input type="checkbox"/> DP	<input type="checkbox"/> CDSL	<input type="checkbox"/> PMS	<input type="checkbox"/> Discretionary	<input type="checkbox"/> Non-Discretionary	<input type="checkbox"/> Advisory
-----------------------------	-------------------------------	------------------------------	--	--	-----------------------------------

**DETAILS OF ACCOUNT HOLDER(S)**

Account Holder(s)	Sole/First Holder	Second Holder	Third Holder
Name			
PAN			
UID			
Occupation (please tick any one and give brief details)	<input type="checkbox"/> Private Sector <input type="checkbox"/> Agriculturist <input type="checkbox"/> Public Sector <input type="checkbox"/> Retired <input type="checkbox"/> Government Service <input type="checkbox"/> Housewife <input type="checkbox"/> Business <input type="checkbox"/> Student <input type="checkbox"/> Professional <input type="checkbox"/> X-Not Catgorised <input type="checkbox"/> Others (Please specify; _____)	<input type="checkbox"/> Private Sector <input type="checkbox"/> Agriculturist <input type="checkbox"/> Public Sector <input type="checkbox"/> Retired <input type="checkbox"/> Government Service <input type="checkbox"/> Housewife <input type="checkbox"/> Business <input type="checkbox"/> Student <input type="checkbox"/> Professional <input type="checkbox"/> X-Not Catgorised <input type="checkbox"/> Others (Please specify; _____)	<input type="checkbox"/> Private Sector <input type="checkbox"/> Agriculturist <input type="checkbox"/> Public Sector <input type="checkbox"/> Retired <input type="checkbox"/> Government Service <input type="checkbox"/> Housewife <input type="checkbox"/> Business <input type="checkbox"/> Student <input type="checkbox"/> Professional <input type="checkbox"/> X-Not Catgorised <input type="checkbox"/> Others (Please specify; _____)

Brief details

For HUF, Association of Persons (AOP), Partnership Firm, Unregistered Trust, etc., although the account is opened in the name of the natural persons, the name & PAN of the HUF, Association of Persons (AOP), Partnership Firm, Unregistered Trust, etc., should be mentioned below:

Name		PAN	
------	--	-----	--

**TYPE OF ACCOUNT FOR INDIVIDUAL**

Status	Sub-Status
<input type="checkbox"/> Individual	<input type="checkbox"/> Individual Resident <input type="checkbox"/> Individual-Director <input type="checkbox"/> Individual Director's Relative <input type="checkbox"/> Individual HUF/AOP <input type="checkbox"/> Individual Promoter <input type="checkbox"/> Minor <input type="checkbox"/> Individual Margin Trading A/C (MANTRA) <input type="checkbox"/> Others (specify) _____
<input type="checkbox"/> NRI	<input type="checkbox"/> NRI Repatriable <input type="checkbox"/> NRI Non-Repatriable <input type="checkbox"/> NRI Repatriable Promoter <input type="checkbox"/> NRI Non-Repatriable Promoter <input type="checkbox"/> NRI - Depository Receipts <input type="checkbox"/> Others (specify) _____
<input type="checkbox"/> Foreign National	<input type="checkbox"/> Foreign National <input type="checkbox"/> Foreign National - Depository Receipts <input type="checkbox"/> Others (specify) _____

**TYPE OF ACCOUNT FOR NON-INDIVIDUAL**

Status	Sub-Status
<input type="checkbox"/> Body Corporate <input type="checkbox"/> Bank <input type="checkbox"/> Trust <input type="checkbox"/> Mutual Fund <input type="checkbox"/> OCB <input type="checkbox"/> FII <input type="checkbox"/> CM <input type="checkbox"/> FI <input type="checkbox"/> Clearing House <input type="checkbox"/> Others (specify) _____	<b>To be filled by the DP</b>
SEBI Registration No. (If Applicable)	SEBI Reg. Date D D M M Y Y Y Y
RBI Registration No. (If Applicable)	RBI Approval Date D D M M Y Y Y Y
Nationality	<input type="checkbox"/> Indian <input type="checkbox"/> Others (specify) _____

**CLEARING MEMBER DETAILS (To be filled by Clearing Members only) FOR DEMAT ACCOUNT**

Name of the Stock Exchange	Name of Clearing Corporation/Clearing House
Clearing Member ID	SEBI Registration No.
Trade Name	CM BP - Id (to be filled up by DP)

**IN CASE OF NRI's/Foreign National/FII's/OCB/OTHERS (As may be applicable)**

RBI Approval Reference No.	RBI Approval Date	D	D	M	M	Y	Y	Y	Y
SEBI Registration No. (For FII's)									

Please attach copy of permission for dealing in securities from authorised dealer (bank) - RBI Approval

With reference to my/our Demat account maintain with Master Capital Services Ltd., I/We hereby confirm that I/We have complied with, and shall continue to comply with Foreign Exchange Management Act (FEMA), 1999 and Rules & Regulations issued thereunder and other applicable laws.

(4)

Signature of Client

**ANNUAL INCOME DETAILS (Please Specify)**

Income Range per annum <input type="checkbox"/> Below ₹ 1Lac <input type="checkbox"/> ₹ 1-5 Lac <input type="checkbox"/> ₹ 5-10 Lac <input type="checkbox"/> ₹ 10-25 Lac <input type="checkbox"/> More than ₹ 25 Lac OR Networth Amount (₹) _____ as on <table border="1"> <tr> <td>D</td><td>D</td><td>M</td><td>M</td><td>Y</td><td>Y</td><td>Y</td><td>Y</td> </tr> </table> (Networth should not be older than 1 year)	D	D	M	M	Y	Y	Y	Y	<b>FOR INDIVIDUAL</b>
D	D	M	M	Y	Y	Y	Y		

Income Range per annum <input type="checkbox"/> Below ₹ 1Lac <input type="checkbox"/> ₹ 1-5 Lac <input type="checkbox"/> ₹ 5-10 Lac <input type="checkbox"/> ₹ 10-25 Lac <input type="checkbox"/> ₹ 25-1 Crore <input type="checkbox"/> More than ₹ 1 Crore Networth Amount (₹) _____ as on <table border="1"> <tr> <td>D</td><td>D</td><td>M</td><td>M</td><td>Y</td><td>Y</td><td>Y</td><td>Y</td> </tr> </table> (Networth should not be older than 1 year)	D	D	M	M	Y	Y	Y	Y	<b>FOR NON-INDIVIDUAL</b>
D	D	M	M	Y	Y	Y	Y		

**Please tick, if applicable**

**FOR INDIVIDUAL**

<input type="checkbox"/> Politically Exposed Person (PEP)	<input type="checkbox"/> Related to a Politically Exposed Person (RPEP)
---	---

**BANK ACCOUNT(S) DETAILS**

Do you wish to receive Dividend / Interest directly in to your Bank Account given below through ECS? (if not marked, the default option would be `Yes`) [ECS is mandatory for locations notified by SEBI from time to time]	<input type="checkbox"/> Yes <input type="checkbox"/> No
--	--

Sr.	Bank Name	Branch Address & Pin Code	Type of Bank Account / A/c No. / MICR Code / IFSC Code	
1.			<input type="checkbox"/> Saving <input type="checkbox"/> Current	MICR Code
			<input type="checkbox"/> Others _____	
			Account No	IFSC Code
2.			<input type="checkbox"/> Saving <input type="checkbox"/> Current	MICR Code
			<input type="checkbox"/> Others _____	
			Account No	IFSC Code

(i) Photocopy of the cancelled cheque having the name of the account holder where the cheque book is issued, (or) (ii) Photocopy of the Bank Statement having name and address of the BO /Applicant (iii) Photocopy of the Passbook having name and address of the BO /Applicant (or) (iv) Letter from the Bank.

➤ In case of options (ii), (iii) and (iv) above, MICR code of the branch should be present / mentioned on the document.

**DEPOSITORY ACCOUNT(S) DETAILS**

S.No.	Name of Depository	DP ID	Client ID	DP Name
1.	<input type="checkbox"/> NSDL <input type="checkbox"/> CDSL			
2.	<input type="checkbox"/> NSDL <input type="checkbox"/> CDSL			

\* If demat account(s) to be mapped is/are already opened then Copy of client master or latest statement of holding is required.

**PAST ACTIONS**

Details of any action/proceedings initiated/pending/ taken by SEBI/ Stock exchange/any other authority against the applicant/constituent or its Partners/promoters/whole time directors/authorized persons in charge of dealing in securities during the last 3 years : <input type="checkbox"/> Yes <input type="checkbox"/> No if yes, Mention Details.....

**DEALINGS THROUGH SUB-BROKERS AND OTHER STOCK BROKERS**

◆ If Client is dealing through the sub-broker, provide the following details:			
Sub-broker's Name			SEBI Regn. No.
Registered Office Address			
Phone	Fax	Website	
◆ Whether dealing with any other stock broker/sub-broker (in case dealing with multiple stock brokers/sub-brokers, provide details of all)			
Name of Stock Broker			Name of Sub-broker (if any)
Client Code	Exchange		
Details of disputes/dues pending from/to such stock broker/sub- broker			

## ADDITIONAL DETAILS

◆ Mode of receiving statement of Account/ECN & other documents <input type="checkbox"/> Physical Form <input type="checkbox"/> Electronic Form [Read Note & ensure that email id is provided in KYC application form.]	
Specify your Email id, if applicable	[E-mail Id mentioned in Part-I] <b>E-mail Alert Facility</b> <input type="checkbox"/> Yes <input type="checkbox"/> No
◆ Whether you wish to avail of the facility of internet trading/ wireless technology <input type="checkbox"/> Yes <input type="checkbox"/> No	Please specify
◆ Number of years of Investment/Trading Experience ..... Years	
◆ In case of non-individuals, name, designation, PAN, UID, signature, residential address and photographs of persons authorized to deal in securities on behalf of <input type="checkbox"/> Company <input type="checkbox"/> Firm <input type="checkbox"/> Others _____	
◆ Any other information _____	

## GUARDIAN DETAILS (where sole holder is a minor) :

[For account of a minor, two KYC Application Forms must be filled i.e. one for the guardian and another for the minor (to be signed by guardian)]


Guardian Name																
Relationship of guardian with applicant									PAN							

## INTRODUCER DETAILS (Optional)

Name of the Introducer													
Status of the Introducer	<input type="checkbox"/> Sub-broker <input type="checkbox"/> Remisier <input type="checkbox"/> Authorized Person <input type="checkbox"/> Existing Client <input type="checkbox"/> Others, please specify												
Address of Introducer	City/Town/Village							PIN Code					
	State				Country								
	Phone No.					Signature of the Introducer							
Client Code/Client ID (if Existing Client)													

## STANDING INSTRUCTIONS

I/We instruct the DP to receive each and every credit in my/our account (if not marked, the default option would be "Yes")	[Automatic Credit] <input type="checkbox"/> Yes <input type="checkbox"/> No
I / We would like to instruct the DP to accept all the pledge instructions in my /our account without any other further instruction from my/our end (If not marked, the default option would be 'No')	<input type="checkbox"/> Yes <input type="checkbox"/> No
Account Statement Requirement	<input type="checkbox"/> As per SEBI Regulation <input type="checkbox"/> Daily <input type="checkbox"/> Weekly <input type="checkbox"/> Fortnightly <input type="checkbox"/> Monthly
I/We request you to send Electronic Transaction-cum-Holding statement at the email ID _____	<input type="checkbox"/> Yes <input type="checkbox"/> No
I / We would like to share the email ID with the RTA	<input type="checkbox"/> Yes <input type="checkbox"/> No
I / We would like to receive the Annual Report <input type="checkbox"/> Physical <input type="checkbox"/> Electronic <input type="checkbox"/> Both Physical and Electronic	(Tick the applicable box. If not marked the default option would be in Physical)
Mode of Operation <input type="checkbox"/> Anyone Singly <input type="checkbox"/> Jointly <input type="checkbox"/> As per Board Resolution <input type="checkbox"/> Others (Pl. Specify) _____	
Demat Account to be operated through Power of Attorney (PoA)	<input type="checkbox"/> Yes <input type="checkbox"/> No

<b>SMS Alert Facility</b> Refer to Terms & Conditions given as <b>Annexure - 2.4</b>	Mobile No. + 9 1 _____								
	[Mandatory, if you are giving Power of Attorney (POA)] (if POA is not granted & you do not wish to avail of this facility, cancel this option)								
Transactions Using Secured Texting Facility <b>(TRUST)</b> Refer to Terms and Conditions <b>Annexure - 2.6</b>	I wish to avail the TRUST facility using the Mobile number registered for SMS Alert Facility. I have read and understood the Terms and Conditions prescribed by CDSL for the same <input type="checkbox"/> Yes <input type="checkbox"/> No								
	I/We wish to register the following clearing member IDs under my/our below mentioned BO ID registered for TRUST								
	<table border="1"> <thead> <tr> <th>Stock Exchange Name/ID</th> <th>Clearing Member Name</th> <th>Clearing Member ID (Optional)</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>	Stock Exchange Name/ID	Clearing Member Name	Clearing Member ID (Optional)					
Stock Exchange Name/ID	Clearing Member Name	Clearing Member ID (Optional)							
	To register for easi, please visit our website <a href="http://www.cdslindia.com">www.cdslindia.com</a> . Easi allows a BO to view his ISIN balances, ? transactions and value of the portfolio online.								



**NOMINATION FORM** (Please fill either Annexure- A or Annexure-B, given below)

[Annexure A to SEBI circular No. SEBI/HO/MIRSD/RTAMB/CIR/P/2021/601 dated July 23, 2021 on Mandatory Nomination for Eligible Trading and Demat Accounts]

**NOMINATION DETAIL**

Nomination Registration No. : <input style="width: 30px;" type="text"/> <input style="width: 30px;" type="text"/> <input style="width: 30px;" type="text"/> <input style="width: 30px;" type="text"/> <input style="width: 30px;" type="text"/> <input style="width: 30px;" type="text"/> <input style="width: 30px;" type="text"/> <input style="width: 30px;" type="text"/>	Date : <input style="width: 20px;" type="text"/> <input style="width: 20px;" type="text"/> <input style="width: 20px;" type="text"/> <input style="width: 20px;" type="text"/> <input style="width: 20px;" type="text"/> <input style="width: 20px;" type="text"/> <input style="width: 20px;" type="text"/> <input style="width: 20px;" type="text"/>
---	--

UCC (Trading Code) <input style="width: 30px;" type="text"/> <input style="width: 30px;" type="text"/> <input style="width: 30px;" type="text"/> <input style="width: 30px;" type="text"/> <input style="width: 30px;" type="text"/> <input style="width: 30px;" type="text"/>	DP ID <input style="width: 30px;" type="text"/> <input style="width: 30px;" type="text"/> <input style="width: 30px;" type="text"/> <input style="width: 30px;" type="text"/> <input style="width: 30px;" type="text"/> <input style="width: 30px;" type="text"/>	Client ID <input style="width: 30px;" type="text"/> <input style="width: 30px;" type="text"/> <input style="width: 30px;" type="text"/> <input style="width: 30px;" type="text"/> <input style="width: 30px;" type="text"/> <input style="width: 30px;" type="text"/>
--	---	---

I/We wish to make a nomination. [As per details given below]

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

Nomination can be made upto three nominees in the account.	Details of 1st Nominee	Details of 2nd Nominee	Details of 3rd Nominee
--	------------------------	------------------------	------------------------

1 Name of the nominee(s) (Mr./Ms.)			
------------------------------------	--	--	--

2 Share of each Nominee	Equally <input type="checkbox"/> [If not equally, please specify percentage]	%	%
Any odd lot after division shall be transferred to the first nominee mentioned in the form.			

3 Relationship With the Applicant (If Any)			
--	--	--	--

4 Address of Nominee(s)			
PIN Code	<input style="width: 30px;" type="text"/>	<input style="width: 30px;" type="text"/>	<input style="width: 30px;" type="text"/>

5 Mobile/Telephone No. of Nominee(s)			
--------------------------------------	--	--	--

6 Email ID of Nominee(s)			
--------------------------	--	--	--

7 Nominee Identification details : [Please tick any one of following and provide details of same] <input type="checkbox"/> Photograph & Signature	Photograph of 1st nominee  <i>Signature of Nominee across photograph</i>	Photograph of 2nd nominee  <i>Signature of Nominee across photograph</i>	Photograph of 3rd nominee  <i>Signature of Nominee across photograph</i>
Signature	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>

<input type="checkbox"/> PAN			
------------------------------	--	--	--

<input type="checkbox"/> Aadhaar			
----------------------------------	--	--	--

<input type="checkbox"/> Saving Bank Account No.			
--	--	--	--

<input type="checkbox"/> Proof of Identity			
--	--	--	--

<input type="checkbox"/> Demat Account ID			
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**Sr. Nos. 8-14 should be filled only if nominee(s) is a minor:**

8 Date of Birth {in case of minor nominee(s)}	D D M M Y Y Y Y	D D M M Y Y Y Y	D D M M Y Y Y Y
---	-----------------	-----------------	-----------------

9 Name of Guardian (Mr./Mrs.) {in case of minor nominee(s)}			
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10 Address of Guardian(s)			
PIN Code	<input style="width: 30px;" type="text"/>	<input style="width: 30px;" type="text"/>	<input style="width: 30px;" type="text"/>

11 Mobile/Telephone No. of Guardian			
-------------------------------------	--	--	--

12 Email ID of Guardian			
-------------------------	--	--	--

13 Relationship of Guardian with Nominee			
--	--	--	--

14 Guardian Identification details : [Please tick any one of following and provide details of same] <input type="checkbox"/> Photograph & Signature	Photograph of 1st Guardian	Photograph of 2nd Guardian	Photograph of 3rd Guardian
	Signature of Guardian across photograph	Signature of Guardian across photograph	Signature of Guardian across photograph
Signature			
<input type="checkbox"/> PAN			
<input type="checkbox"/> Aadhaar			
<input type="checkbox"/> Saving Bank Account No.			
<input type="checkbox"/> Proof of Identity			
<input type="checkbox"/> Demat Account ID			

[Annexure B to SEBI circular No. SEBI/HO/MIRSD/RTAMB/CIR/P/2021/60I dated July 23, 2021 on Mandatory Nomination for Eligible Trading and Demat Accounts]

<b>DECLARATION FORM FOR OPTING OUT OF NOMINATION</b>		Date	D	D	M	M	Y	Y	Y	Y
UCC (Trading Code)		DP ID								
Client ID										
<b>Sole/First Holder Name</b>										
<b>Second Holder Name</b>										
<b>Third Holder Name</b>										
I / We hereby confirm that I / We do not wish to appoint any nominee(s) in my / our trading / demat account and understand the issues involved in non-appointment of nominee(s) and further are aware that in case of death of all the account holder(s), my / our legal heirs would need to submit all the requisite documents / information for claiming of assets held in my / our trading / demat account, which may also include documents issued by Court or other such competent authority, based on the value of assets held in the trading / demat account.										
Signature of All Holder's										
Signature of Sole / First Holder			Signature of Second Holder				Signature of Third Holder			
Signature of Witness for Nomination*										
Name of the Witness			Address				Signature of Witness			




\*Signature of witness, along with name and address are required, if the account holder affixes thumb impression, instead of signature.

Note:- This Nomination shall supersede any prior nomination made by the account holder(s), if any

**NOTES :** Instructions related to nomination, are as below:

- I. The nomination can be made only by individuals holding beneficiary owner accounts on their own behalf singly or jointly and singly by the sole/first holder in case of trading account. Non- individuals including society, trust, body corporate and partnership firm, karta of Hindu Undivided Family, holder of power of attorney cannot nominate. If the account is held jointly, all joint holders will sign the nomination form.
- II. A minor can be nominated. In that event, the name and address of the Guardian of the minor nominee shall be provided by the beneficial owner.
- III. The Nominee(s) shall not be a trust, society, body corporate, partnership firm, karta of Hindu Undivided Family or a power of Attorney holder. A non-resident Indian can be a Nominee, subject to the exchange controls in force, from time to time.
- IV. Nomination in respect of the beneficiary owner account/trading account stands rescinded upon closure of the beneficiary owner account/trading account. Similarly, the nomination in respect of the funds/securities/commodities shall stand terminated upon transfer of the funds/securities/commodities.
- V. Transfer of funds/securities/commodities in favour of a Nominee(s) shall be valid discharge by the depository and the Participant/exchange(s) against the legal heir.
- VI. The cancellation of nomination can be made by individuals only holding beneficiary owner accounts/trading account on their own behalf singly or jointly by the same persons who made the original nomination. Non- individuals including society, trust, body corporate and partnership firm, karta of Hindu Undivided Family, holder of power of attorney cannot cancel the nomination. If the beneficiary owner account is held jointly, all joint holders will sign the cancellation form.
- VII. On cancellation of the nomination, the nomination shall stand rescinded and the depository/exchange(s) shall not be under any obligation to transfer the funds/securities/commodities in favour of the Nominee(s).
- VIII. Nomination can be made upto three nominees in a demat account. In case of multiple nominees, the Client must specify the percentage of share for each nominee that shall total upto hundred percent. In the event of the beneficiary owner not indicating any percentage of allocation/share for each of the nominees, the default option shall be to settle the claims equally amongst all the nominees.
- IX. On request of Substitution of existing nominees by the beneficial owner, the earlier nomination shall stand rescinded. Hence, details of nominees as mentioned in the FORM 10 at the time of substitution will be considered. Therefore, please mention the complete details of all the nominees.
- X. Copy of any proof of identity must be accompanied by original for verification or duly attested by any entity authorized for attesting the documents, as provided in Annexure D.
- XI. Savings bank account details shall only be considered if the account is maintained with the same participant.
- XII. DP ID and client ID shall be provided where demat details is required to be provided.



DECLARATION	SIGNATURES OF ALL HOLDERS	
1. I/We hereby declare that the Rules, Regulations and By-laws of the Depository, Depository Participants, SEBI, Stock Exchanges & Stock Broker pertaining to an account which are in force now have been read by me / us and I/we have understood the same and I/we agree to abide by and to be bound by the rules as are in force from time to time for such accounts.	Signature of Sole/ First Holder/ Guardian/Karta/ Auth. Signatory	 (6)
2. I/We confirm having read explained and understood the contents of the document on policy and procedures of the Stock Broker and the tariff sheet. I/We further confirm having read and understood the contents of the 'Rights and Obligations' document(s) (Depository & Trading) and 'Risk Disclosure Document' (Trading). I/We do hereby agree to be bound by such provisions as outlined in these documents. I/we also declare that I/we have complied and will continue to comply with FEMA regulations. I/We hereby acknowledge the receipt of Rights and Obligations of Stock Brokers, Sub-Brokers and Clients (Trading) and also Rights and Obligations of the Beneficial Owner and Depository Participant. I/We have also been informed that the standard set of documents has been displayed for Information on stock broker's designated website.	Signature of Second Holder / Auth. Signatory	
3. I/We have received and read the document of 'Rights and Obligation of BO-DP' (DP-CM agreement for BSE Clearing Member Accounts) including the schedules thereto and the terms & conditions and agree to abide by and be bound by the same and by the Bye Laws as are in force from time to time. I / We declare that the particulars given by me/us above are true and to the best of my/our knowledge as on the date of making this application. I/we undertake to inform you of any changes therein, immediately. I/We further agree that any false / misleading information given by me / us or suppression of any material information will render my account liable for termination and suitable action and I am/we are aware that I/we may be held liable for it.	Signature of Third Holder / Auth. Signatory	
4. I/We hereby declare that the client id allotted to me/us for depository account opened by you as per this application form be mapped with my/our trading account opened as per this application form as my/our primary depository account and other depository account, if any, mentioned above as my/our additional depository account.		
Place : _____ Date _____		

### FOR OFFICE USE ONLY

UCC Code allotted to the Client	Client ID
I / We undertake that we have made the client aware of 'Policy and Procedures', tariff sheet and all the non-mandatory documents. I/We have also made the client aware of 'Rights and Obligations' document (s), RDD and Guidance Note. I/We have given/sent him a copy of all the KYC documents. I/We undertake that any change in the 'Policy and Procedures', tariff sheet and all the non-mandatory documents would be duly intimated to the clients. I/We also undertake that any change in the 'Rights and Obligations' and RDD would be made available on my/our website, for the information of the clients.	
Date :	<b>Signature of the Authorised Signatory of Master Capital Services Ltd. with Seal &amp; Stamp</b>

#### Instructions to the Applicants (BOs) for account opening:

- Signatures can be in English or Hindi or any of the other languages contained in the 8th Schedule of the Constitution of India. Thumb impressions and signatures other than the above mentioned languages must be attested by a Magistrate or a Notary Public or a Special Executive Magistrate / Special Executive Officer under his/her official seal.
- Signatures should be preferably in black ink.
- Details of the Names, Address, Telephone Number(s), etc., of the Magistrate / Notary Public / Special Executive Magistrate / Special Executive Officer are to be provided in case of attestation done by them.
- In case of additional signatures (for accounts other than individuals), separate annexures should be attached to the account opening form.
- In case of applications containing a Power of Attorney, the relevant Power of Attorney or the self-certified copy thereof, must be lodged along with the application.
- All correspondence / queries shall be addressed to the first / sole applicant.
- Strike off whichever option, in the account opening form, is not applicable.

### ADDITIONAL INSTRUCTIONS / CHECK LIST

Additional documents in case of trading in derivatives segments - illustrative list:	
Copy of ITR Acknowledgement	Copy of Annual Accounts
In case of salary income - Salary Slip, Copy of Form 16	Net worth certificate
Copy of demat account holding statement.	Bank account statement for last 6 months
Any other relevant documents substantiating ownership of assets.	Self declaration with relevant supporting documents.

\*In respect of other clients, documents as per risk management policy of the Company need to be provided by the client from time to time.

**Bank Proof:** Copy of cancelled cheque leaf/ pass book/bank statement specifying name of the constituent, MICR Code or/and IFSC Code of the bank should be submitted.

**Demat Proof:** Demat master or recent holding statement issued by DP bearing name of the client.

**For Non Individuals:**

- Form need to be initialized by all the authorized Signatories.
- Copy of Board Resolution or declaration (on the letterhead) naming the persons authorized to deal in securities on behalf of company/firm/others and their specimen signatures.

**In-person Verification:**

**For Individuals:**

- Stock broker has an option of doing 'in-person' verification through web camera at the branch office of the stock broker/sub-broker's office.
- In case of non-resident clients, employees at the stock broker's local office, overseas can do 'in-person' verification. Further, considering the infeasibility of carrying out 'In-person' verification of the non-resident clients by the stock broker's staff, attestation of KYC documents by Notary Public, Court, Magistrate, Judge, Local Banker, Indian Embassy / Consulate General in the country where the client resides may be permitted.



## DISCRETIONARY PORTFOLIO MANAGEMENT SERVICES AGREEMENT

This Discretionary Portfolio Management Agreement (hereinafter referred to as agreement) is entered between Master Portfolio Services Limited, a company incorporated under the Companies Act, 1956 (1 of 1956) being a SEBI registered Portfolio Manager with registration number INP000001637 and having its registered office at 704, 7th Floor, Sears Tower, Opp. Just Dial Tower, Panchvati To Gulbai Tekra Road, Ahmedabad, Gujarat-380009, Corporate Office at 1012, 10th Floor, Arunachal Building, 19 Barakhamba Road, New Delhi 110001 and office at S.C.O. 22-23, (11nd Floor), Sector 9-D, Chandigarh-160009, hereinafter referred to as "Portfolio Manager" (which expression shall, unless it is repugnant to the meaning or context thereof, mean and include its successors in title and assigns) of the ONE PART

AND

Mr./Ms./M/s. \_\_\_\_\_, Mr./Ms./M/s. \_\_\_\_\_ and  
Mr./Ms./M/s. \_\_\_\_\_  
resident/Non Resident Indian/Karta of HUF/a (registered) partnership, company incorporated under the Companies Act, 1956, trust constituted under the Indian Trust Act, 1882/Bombay Public Trust Act, 1950 having his/her/its residence/registered office/corporate office at \_\_\_\_\_

\_\_\_\_\_ (her  
einafter referred to as "the Client" which expression shall include, unless repugnant to or inconsistent with the subject or context thereof, be deemed to include, where the Client is a company, its successors, where the Client is a partnership firm, the partners for the time being of the firm, the survivors or survivor of them and the heirs, executors, administrators of the last survivor, where the Client is a Hindu Undivided Family (HUF), the members/ co-parceners of the HUF, their respective survivors/heirs, executors, administrators, where the Client is a Trust, the trustee or the trustees for the time being of the Trust, the survivors or survivor of them and the heirs, executors, administrators of the last survivor; where the Client is a sole proprietor or an individual his/her heirs, administrators, executors of the OTHER PART;

The Portfolio Manager and the Client shall hereinafter collectively be referred to as the "Parties" and individually as the "Party"

### WHEREAS:

- (i) The portfolio Manager is licensed to carry on business and offer the services of a Portfolio Manager under the license obtained from the Securities and Exchange Board of India( SEBI) under the SEBI (Portfolio Managers) Regulations , 2020 bearing Registration no. INP000001637
- (ii) At the request of the Client, the Portfolio Manager has agreed to provide Discretionary Portfolio Management Services to the Client.
- (iii) The client has perused the Disclosure Document in detail and has understood disclosure made therein.
- (iv) The parties hereto are entering into this Agreement to set out the terms and conditions on which the Portfolio Manager has agreed to render, and the Client has agreed of the aforesaid services pertaining to the Portfolio.

### NOW THIS AGREEMENT WITNESSETH AND IT IS AGREED AS FOLLOWS:

#### 1. DEFINITIONS:

Unless the context or meaning otherwise requires, in this Agreement (including in the recital hereinabove and the annexures and schedules, if any , hereto) the following expressions shall have the meanings assigned to them respectively hereafter , viz:-

- 1.1 "Agreement" shall mean this Portfolio Management Agreement and includes any recitals, schedules , annexure or exhibits to this Agreement and any amendments made to this Agreement by the Parties.
- 1.2 "Applicable Law" shall mean the Securities and Exchange Board of India(Portfolio Managers) Regulations, 2020 and all (other) applicable laws, by-laws, rules, regulations, orders, ordinances, protocols, codes, guidelines, policies, notices, directions and judgments or other requirements of the Government of India or any State of the Union of India or any department thereof, any semi-governmental or judicial or quasi judicial person in India or any Person (whether autonomous or not) who is charged with the administration of an Indian law.

- 1.3 "Account" or "Assets of the Account" shall mean the Securities and other investments and funds entrusted by the Client to the Portfolio Manager, as have been described in the account opening form or in Know Your Client form (hereinafter "application form" or "KYC") and shall be described therein, relating to the Securities/investments/funds handed over from time to time and held by the Portfolio Manager for and on behalf of the Client.
- 1.4 "Bank Account" shall have the meaning ascribed to it in Clause 4.1
- 1.5 "Funds" includes cheques, demand draft, RTGS, NEFT etc. and any other form of funds.
- 1.6 "Client Securities" shall mean Securities which form part of the Portfolio.
- 1.7 "Date of Distribution" shall mean the date on which entire Portfolio or part thereof is handed over to the Client (including by way of interim disbursements) and no longer forms part of the Portfolio.
- 1.8 "Disclosure Document" shall mean the relevant disclosure document filed by the Portfolio Manager with SEBI and as may be amended by the Portfolio Manger from time to time pursuant to the PM Regulations.
- 1.9 "Discretionary Portfolio Management Services" shall mean the management, including investment or sale, purchase etc. of the portfolio of funds and / or securities of the client, as the case may be, by the Portfolio Manager at its complete and unfettered discretion subject to any specific restrictions mentioned in the relevant Annexure for the Investment approach \_opted by the client forming part of the Agreement and or given by the client at a later date(s).
- 1.10 "DP Account" shall have the meaning ascribed to it in Clause 4.2
- 1.11 "Effective Date" shall mean the date of execution of this Agreement
- 1.12 "Intermediaries" shall mean custodians , banker to an issue, trustee, registrar to an issue, merchant banker, depositories, depository participants, share transfer agents, investment advisors , underwriters, stock brokers and any other persons who may be associated with the securities market in any manner and in any capacity.
- 1.13. "NAV" or "Net Asset Value" or "Net Asset Value of the Portfolio" shall mean the Fair Market Value of the assets in the Portfolio consisting of the aggregate of (a) the account of funds in the Bank Account, and (b) the market value of Client Securities computed in accordance with the methodology as set out in Clause 16.9 reduced by the amounts payable by the Clients to the Portfolio Manager and all such sees, costs, charges payable by the Clients in respect of the Portfolio which include but are not restricted to custodian fees, bank charges, stamp charges, legal fees, taxes and out of pocket expenses incurred in respect of the Portfolio.
- 1.14. "Nominee" shall mean the nominee of the client and whose name and address has been specified by the Client in the account opening form.
- 1.15. "PM Regulations" or "Regulations" shall mean the Securities and Exchange Board of India (Portfolio Managers) Rules, 2020 and as amended from time to time.
- 1.16. "Portfolio" shall mean all funds and Securities of the Client that are managed by the Portfolio Manager on the Clients behalf as per the Agreement.
- 1.17. "Portfolio Manager" means Master Portfolio Services Ltd., who has obtained certificate of registration from SEBI to act as a Portfolio Manager under Securities and Exchange Board of India (Portfolio Managers) Rules and Regulations, 2020, vide Registration no. INP000001637.
- 1.18. "Power of Attorney" shall mean the Power of Attorney granted by the Client to the Portfolio Manager in the format prescribed by the Portfolio Manager and/or any further Powers of Attorney granted by the Client to the Portfolio Manager.
- 1.19. "Rules" shall mean Securities and Exchange Board of India (Portfolio Managers) Rules, 1993 as amended from time to time.
- 1.20. "SEBI" shall mean the Securities Exchange Board of India established under sub-section (1) of Section 3 of the Securities and Exchange Board of India Act, 1992.
- 1.21. "Securities" shall mean the securities, whether listed or unlisted, in which the Portfolio Manager may from time to time invest for and on behalf of the Client, including securities issued by private companies, and shall include all paper /instruments included within the definition of "Security" under the Section 2(h) of the Securities Contract (Regulation) Act, 1956, provided that Securities shall not include any securities which the portfolio Manager is prohibited from

investing in under the PM Regulation or any other law for the time being in force.

- 1.22. "Service Providers" shall mean intermediaries, transfer and pricing agents, accountants, consultants, attorneys, printers, insurers and other persons providing services in relation to the Portfolio.
- 1.23. "Services" shall mean the services to be provided by the portfolio Manager to the client as set out in this agreement particularly Clause 7.
- 1.24. "Term" shall mean the term of the Agreement as set out in Clause 21 of this agreement.
- 1.25. "Termination Fee" shall mean the termination fee as prescribed in the relevant Annexure for the Investment approach opted by the client, payable in accordance with clauses 22 and 16 hereunder.
- 1.26. "Master Group" shall mean and include Master Trust Ltd., Master Commodity Services Limited, Master Capital Services Limited, Master Insurance Brokers Ltd. and or as the Portfolio Manager may notify from time to time through electronic communication or otherwise.
- 1.27. "Investment Approach" is a broad outlay of the type of securities and permissible instruments to be invested in by the portfolio manager for the client, taking into account factors specific to clients and securities.

Such of these expression as are used and not defined in the Agreement but defined in the securities and Exchange Board of India Act, 1992 ("SEBI ACT") or PM Regulations shall carry the same meaning herein as are assigned to them therein.

## **2. INTERPRETATION**

Unless otherwise provided or unless the subject or context otherwise requires, in this Agreement.

- (I) Any reference to the provision of any status shall be deemed to include reference to the same as in force (including any amendments or re-enactment) at the time the matter relating thereto occurs.
- (ii) Clause and paragraph heading are inserted for ease of reference only and shall not affect the interpretation of this agreement, unless specified otherwise.
- (iii) Word denoting one gender include all genders; word denoting company include body corporate, corporations and trusts and vice-versa; words denoting the singular include the plural; and word denoting the whole include a reference to any part thereof.
- (iv) Reference in this Agreement to any document, security or agreement includes reference to such documents, security or agreement as amended, novated, supplemented, varied or replaced from time to time.
- (v) Reference to "this Agreement" means this Agreement together with its recitals and the forms annexed hereto along with any, schedules executed by the parties which would form part of the Agreement and any/or alteration made by executing an addendum.
- (vi) The words "including", "include" and "in particular" shall be construed as being by way of illustration only and shall not be construed as limiting the generality of the preceding words.
- (vii) Heading, sub-heading and bold type faced are only for convenience and shall be ignored for the purpose of interpretation.
- (viii) Reference to any legislation or law or to any provision thereof shall include references to any such law as it may, after the date hereof, from time to time, be amended, supplemented or re-enacted and any reference to a statutory provision shall include any sub-ordinate legislation made from time to time under that provision.
- (ix) Any term or expression used but not defined herein shall have the same meaning attributable to it under Applicable Law.
- (x) Any reference in this Agreement to "Clause", "Exhibit", "Schedule" or "Annexure" refers to the relevant clause, exhibit, schedule or annexure of this Agreement.

## **3. APPOINTMENT OF PORTFOLIO MANAGER**

- 3.1 Pursuant to valid and proper authority and in accordance with applicable law, the Client hereby appoints, entirely at his/her/its own risk, the Portfolio Manager to provide Services for and in respect of the Assets of the Account in accordance with the provisions of this Agreement and the Regulations (as may be applicable and in force from time to

time). The Portfolio Manager shall have absolute and unfettered discretion and authority, (without reference to the Client) to manage, invest and reinvest the Client's Account.

#### **4. SEGREGATION OF CLIENT ASSETS**

4.1 The Portfolio Manager will maintain the Client's funds segregated from the Portfolio Manager's own account, if any. The bank account(s) in which the Client's funds is maintained in terms of this Clause 4.1 is hereinafter referred to as "Bank Account";

4.2 The Portfolio Manager shall at all times keep the Client Securities segregated from the Portfolio Manager's own Securities, if any. The depository account(s) in which Client Securities are maintained in terms of this Clause 4.2 is hereinafter referred to as "DP Account" Client Securities that are listed on a recognised stock exchange in India shall, unless otherwise permitted under the Applicable Law, be held in the Client's name.

#### **5. INVESTMENT OBJECTIVES AND RESTRICTIONS**

5.1 Subject to the Clause 5.3, and in accordance with the indicative guidelines at Clause 5.2 below, the Client acknowledges that the Portfolio Manager may, as part of the Services invest or deal with the Portfolio in any manner that the Portfolio Manager deems fit.

5.2

5.2.1 The investment objective is to invest in all permitted securities / instruments in accordance with Investment Approach opted by the client as outlined in the relevant Annexure. It is clarified that Clients are not being offered any guaranteed or assured returns.

5.2.2 The Portfolio Manager may, subject to prior written approval of the Client participate in Securities lending as permitted by the PM Regulations .

5.2.3 the Portfolio Manager shall invest the Client's funds subject to the restriction, if any, specified by the Client under the relevant Annexure for the Investment approach opted by the client.

5.3 Subject to the terms of the Agreement, the Portfolio Manager shall have the sole and absolute discretion to invest in respect of the Client's account in any type of security as per the Agreement and make such changes in the investments and invest some or all of the funds in such manner and in such markets as it deems fit, subject to the investment objectives and other restrictions laid down in the Agreement and/or in the Disclosure Document. The funds of each Client shall be managed individually and independently in accordance with the needs of each Client.

#### **6. INVESTMENT GUIDELINES**

6.1 Subject to SEBI Regulations, the Portfolio Manager shall have the sole and absolute discretion to invest the Client's funds in such securities, capital and money market instruments or in fixed income securities or variable securities of any description, by whatever name called including:

- (a) Equity and Equity related securities, Convertible Stock and Preference Shares of Indian Companies;
- (b) Debentures (Convertible and Non-convertible), Equity linked debentures/bonds and Secured Premium Notes, Swaps, Futures and Options, Securitised Debt, Structured Products, Pass Through Certificates and Instruments which are quasi-debt instruments, Tax-exempt Bonds of Indian Companies and Corporations;
- (c) Government and Trustee Securities;
- (d) Units, Magnums and other instruments of Mutual Funds;
- (e) Bank Deposits;
- (f) Treasury Bills;
- (g) Commercial Papers, Certificates of Deposit and other similar Money Market instruments; and Derivatives. The Portfolio Manager may use derivative instruments like Stock Index Futures, Futures on individual Stocks, Options on Stock indices and Options on individual stocks, interest rate swaps, Forward Rate Agreements or such other derivative instruments as may be introduced from time to time, as permitted by SEBI;
- (h) Tradable or any other warrants;
- (i) The Portfolio Manager may invest in private equity investment proposals (unlisted companies) considering their



attractive fundamentals and possibility of unlocking significant gains in future on listing, subject to applicable regulations.

- (j) Such other instrument(s) offered in private placements, arrangements, treaties, contracts or agreements for facilitating acquisition and/or disposing of investments as the case may be;
  - (k) Any other eligible mode of investment within the meaning of the Regulations issued by SEBI and amended thereto from time to time. .
- 6.2 Provided, however, that the Portfolio Manager shall not deploy the Clients' funds in bill discounting, badla financing or for the purpose of lending or placement with corporate or noncorporate bodies or investment in such instruments as may be expressly prohibited by Securities Exchange Board of India (SEBI) or the Reserve Bank of India ("RBI") or other regulatory bodies from time to time. The Portfolio Manager, while dealing with the Client's funds shall not indulge in speculative transactions, that is, transactions for the purchase or sale of any Security which is periodically or ultimately settled otherwise than by actual delivery or transfer of the Securities except the transactions in derivatives.. The Portfolio Manager may however, enter into futures contracts, options in securities, options on indices and other similar types of investment, which may result in the Client having to provide margin payments and which would be deemed to constitute part of the normal course of investing the Assets of the Account and also transactions which will have the possibility of creating a hedge against the existing structure of the portfolio and such transactions could include derivative products as may be permissible under law from time to time.
- 6.3 The powers exercised by the Portfolio Manager as above shall be final, binding and irrevocable on the Client and the Client shall be deemed to have approved/ ratified any such investment and related activities or deeds that the Portfolio Manager may take from time to time.
- 6.4 Market operations and/or sale and purchase transactions will be done through brokers empanelled by the Portfolio Manager and/or dealers of good reputation at prevalent market prices usually netted for brokerage and/or commission. The Portfolio Manager, in its absolute discretion but subject to the provisions of clause 6.7 indicating in the respective portfolio features forming part of the disclosures document, herein, may resort to transactions through private placement, arrangements, treaties and/or contracts for facilitating acquisition and/or disposals, as the case may be.
- 6.5 In the management of the Client's Account, the Portfolio Manager may, exercise complete discretion on the proportion of exposure on each security and apply for, subscribe, obtain, buy, accept, acquire, endorse, transfer, redeem, renew, exchange, dispose, sell or otherwise deal in the Securities specified in clause 6.1 and generally manage, convert, transpose and vary the investments in respect of the Client's Account in such manner as the Portfolio Manager in its absolute discretion thinks fit and proper.
- 6.6 Accruals, accretions, benefits, allotments, calls refunds, returns, privileges, entitlements, substitutions and/or replacements or any other beneficial interest including dividend, interest, rights, bonus that accrue to the investments in respect of the Client's Account shall be received by the Portfolio Manager either in its own name or in the name of the Client but in either case it shall be placed in the Client's Account on relevant date(s). The Portfolio Manager shall take necessary steps for conversion of Securities when necessary. The subscription/renunciation of rights and options in respect of the Securities shall be at the sole discretion of the Portfolio Manager.
- 6.7 In the event of aggregation of purchase or sales transaction in order to achieve economy of scale, and the investments in Securities will be made in the name of the Portfolio Manager and the Client shall be the beneficial owner. In such an event the inter-se allocation shall be done on a pro-rata basis and at weighted average price of the day's transactions. The Portfolio Manager shall not keep any open position with respect to allocation of sales and/or purchase transactions effected in a day.
- 6.8 The Portfolio Manager shall observe a high standard of integrity and fair dealing in all transactions involving the Client's Account.
- 6.9 The Portfolio Manager shall maintain appropriate records for every transaction undertaken in respect of the Client's Account. The records so maintained shall indicate the data, facts and opinion leading to the decision to conduct the transaction.

- 6.10 Subject to the aforesaid, the Portfolio Manager may, from time to time
- (a) Purchase or sell Securities inter-se among its Clients at the prevailing market price;
  - (b) Have business relationships with issuing companies or corporations whose securities are privately placed and to hold, purchase or sell to the Client's Account from such stock of securities;
  - (c) Deal with a broker and/or dealer who is not on the pre-approved list should the situation so warrant, as long as the terms are favorable to the Client and/or as would be obtained from a broker and/or dealer who are on the pre-approved list.
- 6.11 The Portfolio Manager shall ensure that any transaction of purchase or sale including that between the Portfolio Manager's own accounts and Client's Accounts or between two client's Accounts shall be at the prevailing market price .
- 6.12 The performance of the Portfolios will be benchmarked against the benchmark index specified in the Disclosure Document indicated in the respective Investment Approach section. However, the Client understands and acknowledges that the benchmark index may not be truly representative of the Portfolio Management Services offering due to the unique nature of the Portfolio Management Services wherein,
- (a) The number of stocks may be lower/higher comparison to the benchmark index and
  - (b) The weightings of individual stocks may vary from weightings in the benchmark index.
- The Portfolio Manager may from time to time, review the benchmark selection process and make suitable changes as to use of the benchmark, or related to composition of the benchmark, whenever it deems necessary.

## **7. SCOPE OF SERVICES**

- 7.1 The Portfolio Manager agrees to provide the Services which shall include investment management, the responsibility of managing, renewing and reshuffling the Assets of the Account, buying and selling the Securities, keeping safe custody of the Securities and monitoring book closures, dividend, bonus, rights etc. and other corporate actions so as to ensure that all benefits accrue to the Client's Account as also to take day to day decisions in respect of the Account in accordance with this Agreement and may include consultancy services.
- 7.2 The Portfolio Manager shall individually, independently and at its sole, entire and absolute discretion manage the Assets of the Account of the Client.
- 7.3 The Portfolio Manager shall, in discharging its duties as such, act as an agent/trustee of the Client and in a fiduciary capacity with regard to the Client's Account consisting of investments, accruals, benefits, allotments, calls refunds, returns privileges, entitlements, substitutions and/or replacements or any other beneficial interest including dividend, interest, rights, bonus as well as residual cash balances, if any (represented both by quantity and in monetary value) .
- 7.4 This Agreement is without prejudice to any other terms issued to the Client by the Portfolio Manager or agreements entered into between the Client and the portfolio Manager and which may relate to specific products/ investment Approach ("specific product terms"), including, without limitation, any master agreements relating to futures, options and contracts for differences. If any provision in this Agreement conflicts with a provision in such specific product terms the latter provision shall prevail in so far as it does not conflict with any of the Portfolio Manager's duties or obligations under this Agreement or other relevant legislation.
- 7.5 All actions undertaken by the Portfolio Manager, under this Agreement, shall be in accordance with the stated investment objectives and restrictions, as may be stipulated here under and further detailed in writing by the Client in the relevant Schedules forming part of the Agreement. All transactions in investments shall be subject to the constitutions, by-laws, rules, regulations, customs, usages, rulings and interpretations of the relevant exchange or other markets where the transactions are executed, to the codes and to all other applicable laws, including the regulations of any governmental or quasi governmental agency ("market requirements") so that:
- (i) in the event of any conflict between the terms and conditions of this Agreement and any market requirements, the market requirements shall prevail;
  - (ii) the Portfolio Manager shall be entitled to take such action or steps or omit to take any action or steps as it shall in its absolute discretion consider necessary to ensure compliance with the market requirements, including taking of any action to avoid or mitigate any loss arising as a result of a change in the market requirements; and
  - (iii) all of the market requirements and any such action or step so taken by the Portfolio Manager as a consequence of such



requirement shall be binding upon the Client as if expressly set out herein or authorised hereby.

## **8. RESPONSIBILITIES OF THE PORTFOLIO MANAGER**

The Portfolio Manager hereby undertakes as follows:

- 8.1 Subject to Applicable Law, the Portfolio Manager may, at its discretion, hold the Securities forming part of the Portfolio and not listed on a recognised stock exchange in India in its own name, on behalf of the Client. The records of the Portfolio Manager and reports submitted to the Client shall indicate that the Client Securities are held by the Portfolio Manager on behalf of the Client.
- 8.2 The Portfolio Manager shall not borrow funds or Securities on behalf of the Client, except as provided under the PM Regulations. The Portfolio Manager shall not lend, pledge, hypothecate, transfer or create any other encumbrance on the Client Securities for any purpose other than for giving margin for transaction in derivatives/ cash segment.
- 8.3 The Portfolio Manager shall keep confidential all proprietary information exchanged between the Client and the Portfolio Manager in, the course of the Portfolio Manager's engagement hereunder unless the Portfolio Manager is legally compelled or required to disclose such information.
- 8.4 The Portfolio Manager shall ensure that the funds received from the Client, investments or disinvestments and all the credits to the Bank Account like interest, dividend, bonus or any other beneficial interest received on the investments and debits for expenses, if any, shall be properly accounted for and details thereof shall be properly reflected in the Client's account and in any account statements sent to the Client.
- 8.5 The Portfolio Manager shall have its books of accounts audited annually at the end of each financial year by an independent chartered accountant and shall provide the Client a copy of the certificate issued by such chartered accountant.
- 8.6 The Portfolio Manager shall subject to the provisions of the PM Regulations, permit the Client, at the Client's cost, to have the Portfolio Manager's books of accounts relating to the Client's transactions audited by a chartered account appointed by the Client. In view of the forgoing the Client shall be entitled to inspect all the relevant and material documents relating to his /her/its transactions by giving a notice of one (1) week in writing to the Portfolio Manager. The accounting policy of the Portfolio Manager is mentioned in, the Disclosure Document. The Portfolio Manager undertakes that all statements/document/ reports furnished by it to the Client, at the Client's cost, shall present a true and fair view of the actual transactions.
- 8.7 The Portfolio Manager shall act in fiduciary capacity, and as the Client's trustee and agent with regard to the funds and Securities forming part of the Portfolio.
- 8.8 The Portfolio Manager shall not derive direct or indirect benefit out of the Client's funds or the Client Securities.
- 8.9 The Portfolio Manager shall ensure proper and timely handling of complaints from the Client and take appropriate action immediately.
- 8.10 The Portfolio Manager shall not deploy the Client's funds in bill discounting, badla financing or for any purpose as may be prohibited under Applicable Law or by SEBI or RBI or other regulatory bodies.
- 8.11 The Portfolio Manager shall 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.
- 8.12 The Portfolio Manager may have, as on the date hereof, launched certain Investment Approaches and may launch more Investment Approaches for the above purpose and the Client may invest in such Investment Approaches at his/her/its discretion as may be indicated under the relevant Annexure.
- 8.13 The voting rights and such other rights in respect of the unlisted Securities held by the Portfolio Manager in its own name on behalf of the Client shall vest with Portfolio Manager, and the Portfolio Manager may exercise such rights in its absolute discretion. Voting rights in respect of listed Securities forming part of the Portfolio shall vest with the Client. The Portfolio Manager shall not assume responsibility of intimating the Client of any corporate action in relation to the companies whose Securities form part of the Portfolio.
- 8.14 The Portfolio Manager shall be entitled to institute or defend legal proceedings in order to protect the Client's interest

under this Agreement. The Client shall reimburse all costs and expenses incurred by the Portfolio Manager in instituting or defending such legal proceedings.

8.15 Transactions involving purchase or sale of Securities, including between the Portfolio Manager's own accounts and the Client's account or between two (2) client's accounts, shall be at the prevailing market value.

## **9. RIGHTS OF THE PORTFOLIO MANAGER**

9.1 Nothing in this Agreement shall prohibit the Portfolio Manager from:

- (i) Purchasing, selling or otherwise dealing in any Securities of an entity (the Securities of which entity are part of the Portfolio) either on its own behalf and/or for its other clients;
- (ii) Having a commercial relationship with Service Providers other than for the purpose of providing the Services;
- (iii) Purchasing or selling Client Securities from/to anyone with whom the Portfolio Manager has a commercial/other relationship or arrangement; and
- (iv) Employing, retaining or appointing any affiliates or any of the partners/directors of the Portfolio Manager or its affiliates or any person as an Intermediary for rendering any services in connection with the administration/management of the Portfolio.

9.2 The Portfolio Manager shall, to the extent of any monies, fees or other charges due to it from the Client under this Agreement have a lien on the Portfolio.

9.3 Portfolio Manager's decision (taken in good faith) in deployment of the Client's account is absolute and final and cannot be called in question or be open to review at any time during the currency of the Agreement or any time thereafter. The right of the Portfolio Manager to make decisions on behalf of the Client shall be exercised strictly in accordance with the Regulations and any other Applicable Law in force from time to time.

9.4 The Client is aware that the Portfolio Manager may record conversations between the Client and/or the Client's representatives and the Portfolio Manager, over the telephone, and hereby specifically permits the Portfolio Manager to do so. Such records will be the Portfolio Manager's sole property.

9.5 The Portfolio Manager may constitute committees consisting of such persons as it thinks fit to guide and advise the operations of the Portfolio Manager and delegate suitable power to them and impose appropriate regulations on them; and generally, to do all acts, deeds, matters and things which are necessary for any object, purpose of or in relation to the Client's Account in any manner or in relation thereto.

9.6 The Portfolio Manager may manage the funds raised, collected or brought from outside of India in accordance with the Securities and Exchange Board of India (Foreign Institutional Investors) Regulations, 1995, and any other law for the time being in force.

9.7 The Portfolio Manager may not act upon the instructions given by the Client, in case after the receipt of instruction but before implementation thereof, the Portfolio Manager believes that the implementation or compliance may not be practicable or might be in contravention of any law, the Regulations and the Rules.

9.8 The Portfolio Manager shall at its complete discretion determine the manner in which any voting rights, right to consent to corporate actions, conversion rights, subscription rights, tender rights, appraisal rights and any other rights pertaining to any portfolio of Securities held in the Account shall be exercised. For the purpose, the Portfolio Manager may require the Client to execute any such certificate, proxy, consent and/or any other document necessary or appropriate to effectuate its powers under this Agreement.

## **10. ACCESS TO INFORMATION**

10.1 The Client shall have a right to access the following documents of the Portfolio Manager as listed below on Business Days between 11.00 a.m. to 4.00 p.m.:

- (i) Registration Certificate of the Portfolio Manager;
- (ii) PM Regulations;
- (iii) Books of Accounts of the Portfolio Manager relating to the Transactions of the Client;
- (iv) Disclosure Document;

- (v) Certificate of Chartered Accountant certifying the Disclosure Document.
- 10.2 The Portfolio Manager shall furnish a statement of accounts and valuation report at quarterly rests. The statement of account shall reflect the affairs of the Portfolio. The valuation report shall provide the market price or as per the market convention.
- 10.3 The Portfolio Manager shall maintain accounts in respect of transactions, funds and Securities of or held by the client separately from the accounts in respect of other Clients.
- 10.4 The Portfolio Manager shall, on a quarterly basis and as and when reasonably requested by the client , furnish to the Client a report, interalia containing the following details:
  - (i) The composition and the value of the Portfolio, description of the Client Securities, number of Client Securities, Value of each Client Security which forms part of the Portfolio, cash balance and aggregate value of the portfolio as on the date of the report;
  - (ii) Transaction undertaken during the period of the report including the date of transaction and details of purchase and sales;
  - (iii) Beneficial interest received during that period in respect of interest, dividend, bonus shares, rights shares and debentures;
  - (iv) Details of risks foreseen by the portfolio Manager and the risk relating to the Securities recommended by the portfolio Manager for investment or disinvestments;
  - (v) Expenses incurred in managing the Portfolio;
  - (vi) Profit/loss, fees, taxes, expenses, costs, and charges;
  - (vii) Performance indicator calculation on the basis of weighted average method taking each individual category of investments for the immediately preceding three (3) years, wherever applicable.
- 10.5 The Client shall be entitled to obtain the details of the Portfolio from the Portfolio Manager.
- 10.6 The Portfolio Manager shall, on demand by written notice of at least thirty (30) days, provide the Client documents and information regarding the management of the Portfolio.

## **11. DELEGATION AND USE OF AGENTS**

- 11.1 To the extent permissible by law, the Portfolio Manager may delegate any of its functions under this agreement to an agent and may provide information about the Client and the Account to any such agent. The Portfolio Manager will act in good faith and with due diligence in its choice and use of such agents.
- 11.2 The Portfolio Manager shall however not be liable to the Client for any acts of such agent without prejudice to the generality of the above clause(s), the Portfolio Manager may employ agents to perform any administrative, accounting, dealing, custodial and ancillary services required for performing its services under this Agreement.

## **12. MAINTENANCE OF CLIENT'S ACCOUNT**

### **12.1 Pool Account**

- a) The Portfolio Manager may, whenever economies of scale and circumstance so permit and where it reasonably believes to be best interests of the clients, aggregate the investments made on behalf of the Client with orders of other clients such that the Client's investments may not be separately identifiable. However, the effect of such aggregation may on certain occasions operate to the Client's disadvantage. The allocation of securities shall be in a manner mentioned in clause 6.7.
- b) The Portfolio Manager may maintain a single bank account, accounts with various mutual funds, broking accounts, depository account with the Custodian etc. for all its clients pertaining to the respective Portfolio and operate the same, either by itself or through representative.
- c) Any beneficial interest arising under this agreement shall be handled in the manner referred to in clause 6.6
- d) Notwithstanding anything contained herein, the provision of this clause 12.1 shall not be applicable in case of (a) investments by the Client in listed securities, and (b) in the event that the client is a non-Resident Indian, as defined by

SEBI from time to time.

## **12.2 Non –Pool Account**

- (a) In case of investment by the Client in listed securities and in the event that the Client is a Non-Resident Indian, as defined by SEBI from time to time and further in instances where the Client opts for the Non-Pool Account, the Portfolio Manager shall keep the funds of the Client in a separate designated account to be maintained by it in a scheduled commercial bank and shall also maintain a separate Portfolio record in the name of the Client in its books for accounting the assets and income of the Client.
- (b) The Portfolio Manager shall also maintain a separate depository account of each client.
- 12.3 The Securities held under this agreement and requiring transfer/registration in favour of the Client, for various purposes cited above will be transferred/registered either in his/her/its name or in the name of Portfolio Manager as the case may be, subject to applicable laws at the sole discretion of Portfolio Manager, and the Client does hereby expressly give the requisite authority/concurrence/consent to Portfolio Manager, for transfer/registration of such Securities held in his/her/its account by Portfolio Manager under this Agreement, as aforesaid. 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(s) for this purpose, at its sole discretion. The Portfolio Manager shall take all reasonable care and precaution for the safe custody of the Securities and extend the same degree of care, as would a man of prudence.
- 12.4 The Client shall execute and deliver to the Portfolio Manager, a power of Attorney, in the format specified by the Portfolio Manager authorizing the Portfolio Manager or any person appointed in this behalf, to do all acts on behalf of the Client necessary for rendering the Service. The Portfolio Manager may rely and act on any instruction or communication which purports to have been given (and which is reasonably accepted as having been given) by or on behalf of any person notified by the Client from time to time as being authorized to instruct the Portfolio Manager in respect of the Account and by telephone, facsimile, telex, or in writing, whether or not the authority of any such person has been terminated, unless the Portfolio Manager has received a written notice of the termination.

## **13. MINIMUM PARTICIPATION AMOUNT**

The Client shall maintain the Minimum participation amount under each Portfolio as may be stated by the Portfolio Manager from time to time and such minimum amount shall not in any event be less than the minimum amount as stipulated under the SEBI (Portfolio Managers) Rules, 1993 and the amendments there under from time to time ("the Minimum Participation Amount"). The Portfolio Manager has the discretion to define an amount higher than the SEBI Specified amount as minimum amount acceptable Portfolio value. The Client may on one or more occasions(s) or on a continual basis, make further placement of funds/securities under the service with the consent of Portfolio Manager. Provided, the Portfolio Manager shall have the right to accept or reject, at its sole discretion without assigning any reason therefore, any of the securities brought in by the client as the participation amount. In case any of the securities brought in by the Client are rejected by the Portfolio Manager and the value of the securities accepted together with funds, if any brought in by the client towards Minimum Participation Amount is less than the requisite minimum amount, then the client shall bring in additional funds or the securities (acceptable to the Portfolio Manager) to make up the shortfall in the Minimum Participation Amount. Provided that the Client shall not be required to make up the shortfall to the extent that the shortfall is on account of the mark-to market value of the securities contained in the Account being lower than the Minimum Participation Amount.

## **14. ACCOUNTS**

- 14.1 The Portfolio Account initially shall consist of funds, stocks, bonds, securities funds and other investments of the Client plus all investments, reinvestments and proceeds of the sale thereof, and all dividends, interests and earnings thereon, and all appreciation thereof and additions thereto, if any. The Client shall provide the Portfolio Manager with seven days prior written notice of any withdrawals from the Account.
- 14.2 The Portfolio Manager is hereby authorized to give instructions to the Custodian with respect to the consummation of transactions on behalf of the Client in the Assets of the Account and the Custodian is hereby authorized to act in response to instructions given by the Portfolio Manager. Nothing contained herein shall be deemed to authorize or require the Portfolio Manager to take or receive possession of, or otherwise perform any custodial duties with respect to any of the

#### Assets of the Account.

- 14.3 If the Portfolio Manager invests in Derivatives, it shall ensure the following:
- (I) Quantum of Exposure: the net exposure of the Client as a result of such transaction(s) does not exceed the investment amount. The net exposure may range from 0-100% of the Portfolio.
  - (ii) Manner & Purpose of using Derivatives: For Hedging, Portfolio Rebalancing, arbitrage or yield enhancement or for the purpose of taking such positions as may be permitted by the SEBI rules, regulations and guidelines.
  - (iii) Type of Derivative instruments : Please refer to clause 6.1 (g)
  - (iv) Terms of Valuation of Derivatives: Please refer to clause 16.9 (i)
  - (v) Liquidation/Settlement of Derivatives: The Derivatives will be liquidated at the prevailing market prices or will be allowed to expire/to be exercised at the price and terms specified by the respective exchange(s) on the expiry date/date of exercise. In case of part / complete redemption, the Portfolio Manager would square off the requisite derivative positions at prevailing market prices.
  - (vi) Prior permission shall be required from the Client in the event of any changes in the manner or terms of usage of Derivatives by the Portfolio Manager.
  - (vii) The portfolio manager shall not leverage the portfolio of its clients for investment in derivatives
- 14.4 The funds accepted by the Portfolio Manager for management under this Agreement shall be credited to a bank account with a scheduled commercial bank. The details of the Participation amount received, investments and/disinvestments made and all credits to the account by way of accruals, accretions, benefits, allotments, calls, refunds, returns, privileges, entitlements, substitutions and/or replacements or any other beneficial interest including dividends, interests, rights, bonus received from time to time as well as debits shall be reflected in the Client's account.
- 14.5 The books of accounts and other records of the Portfolio Manager Shall be audited annually by its independent auditors appointed by the Portfolio Manager who shall ensure that the Portfolio Manager follows proper systems and procedures as well as complies with the relevant SEBI guidelines in this regard. The client shall at its own cost, be entitled to obtain details of his/her/its Account from the Portfolio Manager. The Client shall also be entitled to get the books of account of the Portfolio Manager relating to transactions in his/her/its Account audited by a chartered accountant appointed by him/her/it. For the purpose of such audit, the Client shall have access to relevant and material documents pertaining to his/her/its transaction and the cost of such audit shall be borne by the Client. On providing a notice of one (1) week to the Portfolio Manager, the Client shall have the right to inspect the books of accounts including the contract notes, trades, trial balance, Portfolio of his/her/its account during business hours on any business day at the address of the Portfolio Manager mentioned above
- 14.6 The Client shall have access to book of accounts relating to his/her/its transactions maintained by the Portfolio Manager. As and when the facility is available, the Client shall also be provided with a secret password /login number to enable him/her/it to access information on his/her/its portfolio of investment, valuation etc. which will be on the web site of portfolio Manager exclusively for the Client. Further the following terms and conditions apply for the website access :
- (i) The Portfolio Manager shall provide initial password and login for the purposes as stated above. The initial password sent by Portfolio Manager should only be used for the first login. The Client agrees and undertakes to immediately reset his/her/it's password(s) upon the first login.
  - (ii) The Portfolio Manager shall not be responsible to retrieve the password. Client will have to make a request for creating a new password or reset the password himself/herself/itself on the website or use other means of communication(s) such as SMS from registered mobile phone which allows authenticated password resets.
  - (iii) The Client shall be solely responsible for keeping the password(s) confidential and secure and shall be solely responsible for all the activity done by any person whosoever through the Client's login and password.
  - (iv) The Client shall log off from the website, whenever he/she/it is not accessing or using the service. Any liability incurred to the Client as a consequence of the Client not logging off the service shall be borne solely by the Client.
- The Client shall, within 24 hours on his/her/it becoming aware, notify Portfolio Manager in writing with full details if:



- a. He/she/it discovers or suspects, unauthorized access through his/her/its password or
- b. Notice discrepancies that might be attributable to unauthorized access or
- c. Forgets password or
- d. Discovers a security flaw in the website service.

In any of the above events specified, the Client shall immediately change his/her/its password. However, if the Client is unable to change his/her/its password due to any reason including of his/her/its having forgotten his/her/its password or his /her /its password having been unauthorisedly changed by some other person or for any other reason then the Client shall immediately request the Portfolio Manager in writing and follow the instructions given by the Portfolio Manager. The Portfolio Manager shall not be liable for any loss, whether notional or actual, that may be suffered by the Client on account of the misuse of the password at any point of time.

The Portfolio Manager does not represent that:

- a) The Website service will be provided uninterrupted or free from errors or that any identified defect will corrected.
- b) The Website is free from any virus or other malicious, destructive or corrupting code, program or harmful code.
- c) High standards in terms of accuracy, timeliness, quality, reliability and content of the data are maintained by the website.

The Portfolio Manager sole obligation in the event of interruption of service or loss of use and/or access to the Website shall be to endeavor to restore the service and/or access to the Website as soon as is reasonably possible.

- 14.7 Portfolio Manager shall provide the Client with a statement/report on investments/disinvestments and all credits to the accounts 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 dividends, interests, rights, bonus received from time to time including details specified in regulation 21 of the Regulation, on a monthly basis.

## **15. OBLIGATIONS OF THE CLIENT**

- 15.1 Taxes: The Client hereby unconditionally and irrevocably undertakes to promptly and regularly pay, as per the Applicable Laws, all taxes payable in connection with the Portfolio including without limitation income tax, if any, on the income arising from the Portfolio whether by way of interest, dividend, short term and long term capital gains, stamp duty (where applicable) or otherwise howsoever and file within the prescribed time frames all tax returns, statements, applications and other documents in that behalf. The tax may be deducted at source under applicable provisions of the Income Tax Act, 1961. The Disclosure Document has a section on tax implications of investments in securities and the tax provisions on Income/ Loss or Tax Deduction at Source. The Client, however, is required to consult his/her/its own tax consultant for the applicable taxes.

### 15.2 Disclosure of interest and other obligations

- (i) The Client confirms that other than the bodies corporate listed in the relevant Annexure for the Investment approach opted by the client or as notified to the Portfolio Manager from time to time, the Client declares and confirms that he has no interest in any company or other body corporate, which will enable him to obtain unpublished price sensitive information of the body corporate. The Client undertakes to inform the Portfolio Manager, in writing, immediately of his acquisition of interest in any company or other body corporate that will enable him to obtain unpublished price sensitive information of such body corporate.
- (ii) The Client confirms that other than the bodies corporate listed in the relevant Annexure for the Investment approach opted by the client and as notified to the Portfolio Manager from time to time, acquisition of Securities of any company or other body corporate by the Portfolio Manager is not likely to result in breach of the Client's obligations under the Securities and Exchange Board of India (Substantial Acquisitions of Shares and Takeovers) Regulations, 1997. The Client undertakes to inform the Portfolio Manager, in writing, immediately of his acquisition of interest in any company or other body corporate that is likely to result in onerous obligations upon the Client and/or the Portfolio Manager under the Securities and Exchange Board of India (Substantial Acquisitions of Shares and Takeovers) Regulations, 1997 if Securities of the said company or body corporate are acquired by the Portfolio Manager as part of the Portfolio.
- (iii) The Client confirms that other than bodies corporate listed in relevant Annexure for the Investment approach opted by the client and as notified to the Portfolio Manager from time to time, the Client is not a director or other equivalent position in any company or other body corporate. The Client undertakes to inform the Portfolio Manager, in writing,

immediately of his appointment to the directorship of or termination of directorship in any company or other body corporate, For the avoidance of any doubt, it is clarified that the Portfolio Manager is not restricted from making investments in Securities of companies or other bodies corporate listed in such Annexure or otherwise notified to it in terms of this Clause 15.2(iii).

- (iv) The Client undertakes that it shall be solely and absolutely responsible and liable for any breach or violation of any of its obligations under the Securities and Exchange Board of India (Prohibition of Insider Trading) Regulations, 1992 and the Securities and Exchange Board of India (Substantial Acquisitions of Shares and Takeovers) Regulations, 1997 whether arising out of a failure of the Client to inform the Portfolio Manager in terms of this Clause 15.2 or otherwise and shall indemnify the Portfolio Manager for any losses that it may incur in this regard.
  - (v) The Client undertakes that it shall be solely and absolutely responsible and liable for the discharge of any onerous obligations under the Securities and Exchange Board of India (Substantial Acquisitions of Shares and Takeovers) Regulations, 1997 becoming applicable to it and/or to the Portfolio Manager due to a failure of the Client to furnish information as laid down under Clause 15.2(ii).
  - (vi) The Portfolio Manager and the Client or the Client and other clients of the Portfolio Manager shall in no circumstance constitute persons acting in concert or persons co-operating with each other (directly or indirectly) or persons having a common objective or purchase of substantial acquisition of shares or voting rights or gaining control over any company, whose shares are purchased by the Portfolio Manager on behalf of and on account of the Client pursuant to this Agreement. The Portfolio Manager and the Client shall make best efforts to ensure that the provisions of this Clause 15.2(vi) are given effect to at all times.
- 15.3 In the event of change of constitution, identity by change of name and/ or residential status of the Client during the currency of this Agreement, or events such as merger, amalgamation, takeover, change in management, change in Authorized Person(s), change in name and/or address of the Client, it shall be the duty of the Client to keep the Portfolio Manager duly informed in writing of such change and to duly provide such information to the Portfolio Manager as the Portfolio Manager may request in this regard. The Portfolio Manager may seek advice or appropriate directions, where required, from competent authorities under Applicable Law with regard to continuation of this Agreement and other agreements with the Client; if any affected by such change.
- 15.4 Know Your Client Requirements The Client shall adhere to any Know Your Client and Prevention of Money Laundering requirements of the Portfolio Manager, including those in terms of the Prevention of Money Laundering Act, 2002 and the rules, regulations and circulars thereunder. In this regard, the Client shall provide to the Portfolio Manager any information and/or documents required by it at any time. The Client confirms that all funds or securities or assets of any type provided by it shall be from legitimate sources and is not in any manner related to a contravention of Applicable Law.

## **16. FEES AND BILLING**

- 16.1 The Client hereby agrees to pay fees according to the relevant Annexure for the Investment approach opted by the client as consideration for availing of the Portfolio Manager's Services.
- 16.2 The fees will be charged upon activation of the Client's account i.e., from the date on which the account activation formalities have been completed and the participation amount(s) is / are realized in the account of the Client, or in case of securities, the date on which the last of the securities with respect to the corresponding Minimum Participation Amount is credited in the depository account of the Client. For all purposes of this Agreement, including without limitation to the computation of the Portfolio Manager's fees hereunder, the Assets of the Account shall be valued in accordance with the Portfolio Manager's standard valuation policies and procedures.
- 16.3 The Portfolio Manager shall have the right to appropriate the amounts payable to it under Clauses 16.1 and 16.4 or any other provision of this Agreement from the Portfolio and the Portfolio Manager may for this purpose sell or otherwise liquidate the Portfolio or any part thereof. The Portfolio Manager shall have a right of lien and/or set-off on the Portfolio for amounts payable to it under Clauses 16.1 and 16.4 or any other provision of this Agreement and any right of the Client to withdraw the Securities or funds forming part of the Portfolio or any part thereof shall be subject to the Portfolio Manager having first received all such amounts due to it in terms of Clauses 16.1 and 16.4 or any other provision of this Agreement. The Portfolio Manager may, at its discretion, instead of appropriating the amounts payable to it under

Clauses 16.1 and 16.4 or any other provision of this Agreement from the Portfolio, raise an invoice in that regard upon the Client, in which case, the amount mentioned in the invoice shall be paid by the Client within fourteen (14) days of receipt of the invoice.

- 16.4 In addition to the fees payable under Clause 16.1, the Client shall pay to the Portfolio Manager, all costs and expenses of whatsoever nature incurred by the Portfolio Manager in connection with the Services, including but not limited to the expenses and cost of custody and safe keeping of all Client Securities, registration and transfer charges in respect of the Client Securities, transaction charges, depository participant account opening and closing charges, legal charges including those for recovery/transfer of securities, broker and other intermediary expenses etc.
- 16.5 The Client hereby expressly acknowledges and undertakes that it has understood the mode and manner of computation of the fees by the Portfolio Manager as well as the mode and manner for payment of the same.
- 16.6 The Client hereby grants its consent to the fees and other charges specified in this Agreement and detailed in the relevant Annexure for the Investment approach opted by the client for the Services provided by the Portfolio Manager and shall not raise any objections with respect to the same.
- 16.7 All fees shall be paid or made in full by the Client without any counter claim, set off or withholding. However, the fees is subject to tax deducted at source at prescribed rates under the Income Tax Act, 1961 (as prescribed from time to time).
- 16.8 The Portfolio Manager shall have absolute right to recover, from the Portfolio, any dues of fees, taxes costs, charges and any other expenses pending and recoverable from the Client.
- 16.9 Computation of NAV of Client Securities Client Securities shall be valued based on the following principles:
- (i) Investments in listed equity and debt instruments or any other securities will be valued at the closing market prices on the National Stock Exchange ("NSE"). If the Securities are not traded on the NSE on the valuation day, the closing price of the Security on the Bombay Stock Exchange or any other relevant recognised stock exchange, will be used for valuation of Securities. In case of the securities that are not traded on the valuation date, the last available traded price shall be used for the valuation of securities. Investments in units of mutual funds shall be valued at the repurchase price of the previous day or at the last available repurchase price declared for the relevant Scheme on the date of the report.
  - (ii) Unlisted Securities/investments will be valued at cost till the same are priced at Fair Market Value. Such fair value may be determined by an agency appointed by the Portfolio Manager, on periodic basis (at least half yearly).
  - (iii) Realised gains/losses will be calculated by applying the First In First Out principle.
  - (iv) Unrealized gains/losses are the differences, between the current market value/Net Asset Value and the historical cost of the Securities.
  - (v) Dividends on shares will be accounted on ex-dividend date and dividends on units in mutual funds will be accounted on receipt of information from the mutual fund house and interest, stock lending fees earned etc., will be accounted on accrual basis. The interest on debt instruments will be accounted on accrual basis.
  - (vi) In respect of all interest-bearing investments, income must be accrued on a day to day basis as it is earned. Therefore when such investments are purchased, interest paid for the period from the last interest due date upto the date of purchase will not be treated as a cost of purchase but will be debited to Interest Recoverable Account. Similarly, interest received at the time of sale for the period from the last interest due date upto the date of sale will not be treated as an addition to sale value but will be credited to Interest Recoverable Account:
  - (vii) Transactions for purchase or sale of investments will be recognised as of the trade date and not as of the settlement date, so that the effect of all investments traded during a financial year are recorded and reflected in the financial statements for that year. Where investment transactions take place outside the stock market, for example, acquisitions through private placement or purchases or sales through private treaty, the transaction should be recorded, in the event of a purchase, as of the date on which the scheme obtains an enforceable obligation to pay the price or, in the event of a sale, when the scheme obtains an enforceable right to collect the proceeds of sale or an enforceable obligation to deliver the instruments sold.
  - (viii) Bonus shares to which the scheme/option becomes entitled will be recognised only when the original shares on which the bonus entitlement accrues are traded on the stock exchange on an ex-bonus basis. Similarly, rights entitlements will be recognised only when the original shares on which the right entitlement accrues are traded on the stock exchange on



an ex-rights basis.

- (ix) The cost of investments acquired or purchased will include brokerage, stamp charges and any charge customarily included in the broker's bought note. In respect of privately placed debt instruments any front-end discount offered will be reduced from the cost of the investment.
- (x) The Portfolio Manager can adopt any specific norms or methodology for valuation of investments or accounting.

## **17. LIABILITY OF THE PORTFOLIO MANAGER**

- 17.1 The Portfolio Manager does not, directly or indirectly, assure or guarantee any minimum returns. The Portfolio Manager shall not be liable in case of depreciation in the value of Securities in which the Portfolio Manager invests.
- 17.2 The Client acknowledges and agrees that the Portfolio Manager (or its directors, officers, employees, agents, group entities, consultants or other representatives) shall not be responsible or liable for any reason whatsoever for any direct, indirect, incidental, consequential, special, exemplary, punitive or any other damages (including loss of profits, loss of goodwill, business interruption etc.) for any error of judgment, mistake or for any loss suffered by the Client in connection with the Services or in respect of any matter to which the Agreement relates. Without prejudice to the generality of the above, the Portfolio Manager shall not be liable for any loss or damage caused to the Client by any reason whatsoever.
- 17.3 The Portfolio Manager shall not be liable for any loss, which may arise if it is prevented from discharging its obligations due to the occurrence of an event of Force Majeure (as defined in Clause 30.5).
- 17.4 The Portfolio Manager shall exercise due care and diligence in appointment of Service Providers (who shall, upon appointment, be deemed to be the Client's agents) but shall not be responsible or liable in any manner whatsoever, for any negligence, lapse or any act of commission or omission on the part of the Service Providers in carrying out their duties or any instructions issued by the Portfolio Manager and any loss due to above shall be borne by the Client.

## **18. RISKS AND CONFLICTS**

- 18.1 Risks Involved It is expressly stated and understood by and between the Parties that the nature of the Services provided herein carries certain risks and the Client has read and understood the Disclosure Document and has entered into this Agreement with full knowledge of such associated risks including the risk of investing in Derivatives products. The Client clearly understands that investments in Securities, entails a high degree of risk and there can be no assurance from the Portfolio Manager about minimum returns thereon or even as regards preservation of capital. Risk may arise from the investment objective and the investment policy. These risks are inherent in this business. Further, all the risks arising out of loss or damage occasioned, including but not limited to market conditions, Force Majeure circumstance, delay or refusal by a Company or Corporation or other authorities including Government authorities to register the transfer of any of the Securities in respect of the Client's account. The Securities which are 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 price, at the sole risk and responsibility of the Client concerned. A list illustrating some of the associated risks is attached as Annexure A hereto. The Client acknowledges that the list is merely an illustrative list indicative of some of the risks associated with the Services and does not purport to be exhaustive. The Client undertakes and acknowledges that he/she/it has read and understood the risks involved including but not limited to Annexure A hereto.
- 18.2 Potential Conflict and Disclosures: The Client recognizes that the Portfolio Manager may have a 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 the Client for any profit, commission or remuneration made or received from only reason of such transactions or any connected transactions and the Portfolio Manager's fees shall not be abated thereby. For example, such potential conflicting interests may arise because:
  - (i) The Portfolio Manager undertakes investment business for other clients;
  - (ii) The transaction is in securities issued by another client of the Portfolio Manager;
  - (iii) The Portfolio Manager or its associates/group companies provide certain services (including underwriting services) to the issuer of Securities in which investment is made as part of the Portfolio;

- (iv) Any of the Portfolio Manager's directors or employees, is a director of, holds or deals in securities of, or is otherwise interested in any company whose securities are held or dealt in on behalf of the Client;
- (v) The transaction is in relation to an investment in respect of which the Portfolio Manager may benefit from a commission, fee payable otherwise than by the Client, and/or the Portfolio Manager may also be remunerated by the counterparty to any such transaction;
- (vi) The Portfolio Manager may act as an agent for the Client in relation to transactions in which it is also acting as an agent for the account of other clients;
- (vii) The transaction is in units or shares of in house funds or any company of which the Portfolio Manager is the manager, operator, adviser or trustee;
- (viii) The Portfolio Manager may have regard, in exercising its management discretion, to the relative performance or other funds under its management;
- (ix) The transaction is in the securities of a company for which the Portfolio Manager or any other member of the MASTER Group has underwritten, managed or arranged an issue or offer for sale before the date of the transaction;
- (x) The Portfolio Manager may receive remuneration or other benefits by reason of acting in corporate finance or similar transactions involving companies whose securities are held by the Client;
- (xi) The transaction is in securities in respect of which the Portfolio Manager, or a director or employee of the Portfolio Manager, is contemporaneously trading or has traded on its own account or has either a long or short position;
- (xii) The Portfolio Manager may facilitate transactions with or through the agency of another person with whom it has an arrangement under which that person will from time to time provide to, or procure for the Portfolio Manager, services or other benefits the nature of which are such that their provision results, or is designed to result, in an improvement of the Portfolio Manager's performance in providing services for its clients.
- (xiii) The Portfolio Manager may invest any part of the Portfolio in Securities of its associates or group companies subject to as provided in the regulations.
- (xiv) The Client takes note of the potential conflict situations and confirms that notwithstanding this, the Portfolio Manager is authorized to make investments/disinvestments on behalf of the Client, whether or not such investment/disinvestments involves a conflict.

The Portfolio Manager undertakes that in case of any such conflict of interest, it shall ensure fair treatment to all its clients and shall not place its own interest above those of its clients.

## **19. REPRESENTATIONS AND WARRANTIES**

19.1 The Parties hereto represent and warrant that:

- (i) Each of them has full power and authority to carry on its/his/her business;
- (ii) The execution and delivery of this; Agreement and all other agreements contemplated here in will not result in the breach of any terms and conditions of any agreement or deed, or constitute default under Applicable Law or other obligations to which it/he/she is bound or violate any rule, regulation or law of any Government or any order, judgment or decree of any court or government body; and
- (iii) The execution and delivery of this Agreement and the other acts/covenants/contemplated hereby have been duly authorized by all necessary approvals / sanctions / resolutions such as those of board of directors and shareholders actions.

19.2 The Client represents and warrants that he/she/it is duly authorized, eligible and competent to enter into this Agreement and appoint the Portfolio Manager to manage the Assets of the Account. The Client having agreed to avail the services offered by the Portfolio Manager shall be deemed to have satisfied himself with regard to eligibility in this respect. The Client shall at all times be in compliance with all relevant laws, rules and regulations as may apply to his/her/its portfolio, or dealing therein.

19.3 The Client also warrants that the Portfolio Manager shall have full authority to execute in the name and on behalf of the Client, all necessary deeds, documents, writings, forms, applications, power of attorney as may be necessary to be filed with any company, banks and other financial organizations, institutions, depository participants, government bodies, or

departments in any manner relating to the management of the Account and to take all necessary actions to enable the Portfolio Manager to effectively exercise the authority conferred in hereto and for any incidental and consequential actions.

- 19.4 The Client warrants that all information which he/she/it has provided to the Portfolio Manager in relation to his/her/its status, including in particular his/her/its residence and domicile for taxation purpose, is complete and correct and agrees to provide any further information, if required by any competent authority or the Portfolio Manager. The Client hereby agrees and undertakes to notify the Portfolio Manager forthwith if there is any change in any such information provided.
- 19.5 The Client shall not acquire any rights against the Portfolio Manager except as expressly conferred on such Client hereby, nor shall the Portfolio Manager be bound to make payment to the Client, except out of the funds held by it for the purpose under the provisions of these presents. The Portfolio Manager shall deal exclusively with the Client in respect of this Agreement and shall, under no circumstances, recognize or take cognizance of any privity of contract between the Client and any other person, or entity in respect of this Agreement except in cases of duly constituted attorney(s) and/or authorised agent(s) notified in writing to the Portfolio Manager by the Client, who will be recognized strictly for the limited purpose of representing the Client under this Agreement. The decisions and directions of such duly constituted attorney / authorized agent (s) given to the Portfolio Manager and consequent actions/results thereof shall be binding on the Client.
- 19.6 In the case of further placement of funds in the Account by the same Client on one or more occasion (s) or on a continual basis, each such placement of funds shall be for a minimum period as may be prescribed by SEBI from time to time and shall be subject to the terms herein contained. Availing of the Services provided under this Agreement is not and shall not be, in any manner or for any purpose whatsoever, inter changeable with participation in the service under any other agreement or arrangement.
- 19.7 The Client understands and agrees that the Services provided by the Portfolio Manager to the Client are not deemed to be exclusive, the Portfolio Manager being free to render investment advisory, portfolio management and/or other services to other clients. Directors, officers and employees of the Portfolio Manager, and the Portfolio Manager and its clients, are or may become interested in the Client as a shareholder or otherwise.
- 19.8 The Client represents and Warrants that he / she has received, read and understood the contents of the Disclosure Document sufficiently prior to the execution of this Agreement and that he/she has understood the risks involved in investing in Securities and that the Client is financially capable of withstanding any loss incurred as a result of such investment. The Client further acknowledges that he/she/it has read the Disclosure Document in respect of investing the funds in derivatives and is aware and has understood the risks associated with investing the funds in the capital and money market instruments including derivatives but not limited to equities and other securities.
- 19.9 The Client hereby represents, warrants and assures the Portfolio Manager that the funds/securities handed over by it to the Portfolio Manager, absolutely belongs to it and :
- (i) that there is no encumbrance on the same, of whatsoever nature;
  - (ii) that 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 without the prior approval of the Portfolio Manager;
  - (iii) that all the payments to the Portfolio Manager are issued from the bank account of the Clients and no third party cheques are issued or lodged into bank account of the Portfolio Manager;
  - (iv) that all the payments shall be made only in the name of Portfolio Manager and the payment shall be by way of account payee bank instruments like cheque / draft/RTGS/NEFT etc. The client further agrees and undertakes that he / she / it shall not make any cash payment to any person including distributors, agents, sub-brokers, authorized persons, representatives, employee etc. of the Portfolio Manager or Master Group Company(ies) directly or indirectly for any reason whatsoever, and the Portfolio Manager shall not be responsible for any kind of loss / misappropriation on account of any kind of payment made by the client being contrary to this clause.

For the purpose of this agreement, "cheque(s)/Draft/RTGS/NEFT would mean and include cheques, drafts, banker's cheques and or bank transfers in any other mode".

In case of any such third party cheque is received/lodged and or used for the obligation of the Client, and the Client does

not inform the same to the Portfolio Manager in writing to the address given under Clause 30.6.1 within 24 hours from the delivery/display of the statements of accounts, data etc. to the client's by electronic communication or otherwise, then it shall be presumed that the Client has made the payment to the Portfolio Manager by way of a cheque from third party with the full authority and consent of the third party and in case any dispute and liability arises because of third party cheque/credit having been used by the Client, he/she/it shall be solely liable for all the consequences thereof including any criminal liability. The Client hereby indemnifies and shall keep indemnified the Portfolio Manager for and against any loss/claim, liability, action etc. including any criminal liability arising out of such act/negligence of Client directly or indirectly.

19.10 The Client acknowledges that the Portfolio may have Securities that have limited liquidity and consequently, the Portfolio Manager may not be able to liquidate the investment in such Security. In the event that the Portfolio Manager is unable to liquidate the investment in such Security, the Portfolio Manager may, if required in terms of this Agreement, deliver the Security to the Client.

**20. INCOME TAXES AND OTHER DIRECT TAXES:** Any Income tax and other direct tax liability on the investments, funds and yields there from shall be borne and paid by the Client. The Portfolio Manager does not take any responsibility for any matters relating to the income tax filings or assessments of the Client. The Client is advised to consult his/her/its own tax advisor with respect to the specific tax implications arising out of his/her/its investments.

## **21. TERM AND TERMINATION**

21.1 This Agreement shall commence from the date of execution of this Agreement.

21.2 This Agreement shall be in effect for perpetuity unless terminated in accordance with the term of investment approach opted by the client.

21.3 The Portfolio Manager has right to terminate the agreement if it has reason to believe that the conditions specified in this Agreement are not complied with.

21.4 The client has the right to terminate the Agreement after giving a minimum notice of thirty days to the Portfolio Manager, in the prescribed form, subject to the minimum period, if any, as may be stipulated, by SEBI from time to time. In case of such termination. the assets of the clients account can be withdrawn or taken back by the client in funds or stock, after giving a minimum notice of 30 days to the Portfolio Manager. In case of no written notification is provided by the client to the Portfolio Manager, clause 22.3 shall apply. Accordingly, the client shall advise the Portfolio Manager on the mode of settlement.

21.5 The Portfolio Manager can also terminate this Agreement without assigning any reason therefore but after giving minimum 30 days notice to the Client provided, such notice shall not be required if the termination is for prevention of money laundering or such other illegal activities that the Portfolio Manager may reasonably suspect or if required by any law, regulation or any regulatory authority.

21.6 Except in the event of termination as provided under clause 21.3 and 21.4, the Assets of Account can be withdrawn or taken back by the Client at his/her/its sole risk before expiry of the Agreement under the following circumstances:

- (a) Voluntary or compulsory termination of the Services by the Portfolio Manager;
- (b) Suspension or termination of the registration granted to the portfolio Manager by SEBI and/or any other competent authority;
- (c) Liquidation of the Portfolio Manager
- (d) Voluntary or compulsory termination of the Services by the Client.

21.7 Where no person has been nominated by the Client under this Agreement and in the event of death, insolvency, dissolution or winding up of a Client during the currency of the Agreement, and on receipt of notice from the Client or successors/heirs, in writing of such an event, the Agreement shall ensure to the benefit of the successors/heirs. However, the Portfolio Manager shall be entitled to terminate this agreement and cease operations of the Client's Account.

21.8 The termination of this Agreement, in any manner whatsoever, shall not, affect or preclude the consummation of any transaction initiated by the Portfolio Manager prior to its receipt or transmission of the notice of termination (or, if the Portfolio Manager continues to act until selection of the successor by the Client, any transaction initiated during the

period during which the Portfolio Manager so continues to act), in which case all of the terms and conditions of this Agreement shall apply to such transaction.

21.9 This Agreement and the services shall automatically stand terminated if an Event of Force Majeure continues for a period of thirty (30) days from the date of notification of the event of Force Majeure by one party to the other in accordance with Clause 30.5

21.10 The above rules will also be regulated by the features and terms indicated for each discretionary portfolio as detailed in relevant Annexure for the Investment approach opted by the client.

## **22. CONSEQUENCES OF TERMINATION**

22.1 The following provisions of this Agreement shall survive the termination of this Agreement: Clauses 15.2(iv) - (vi), 16, 19, 21.9, 22, 24, 30.1 and 30.2. All rights and obligations which have accrued or arisen prior to the termination of this Agreement shall continue to be governed by the provisions of this Agreement irrespective of any termination.

22.2 Upon the termination of this Agreement in accordance with Clause 21 above, the Client shall settle all dues owed by the Client under this Agreement towards fees, costs, charges and expenses, at the Portfolio manager's discretion, either by payment to the Portfolio Manager or through appropriate deductions from the Portfolio by the Portfolio Manager. Further, the Portfolio Manager shall on a best effort basis liquidate the securities in the Client's Portfolio within 30 days from the date of notice of termination and arrange to deposit the net realizable value (i.e. gross market value net of cost of realization) of Securities held in the Client's Account together with all accruals, accretions, benefits, allotments, calls, refunds, returns, privileges, entitlements, 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/her/its obligations under this Agreement, in the designated account. The amount so realized, and/or the Securities together with residual cash balances, if any, due and belonging to the Client, shall be paid / transferred over to the Client, subject to the following deductions for this purpose, the Client's dues shall include (but not be limited to):

- (i) Termination Fee, if any;
- (ii) Expenses as described in the Agreement and in the relevant Annexure for the Investment approach opted by the client including the Management and/or Performance Fees accrued and due to the Portfolio Manager till the date of termination of this Agreement;
- (iii) Incidental expenses at actual, Incurred by the Portfolio Manager on account of the Client;
- (iv) All taxes, rates, fees, duties, brokerage, commissions, costs, charges, penalties, deductions, recoveries and/ or appropriations etc., to be charged/paid in accordance with law or otherwise on account of the Client;
- (v) For the setting up of any reserves which the Portfolio Manager may, in its sole and absolute discretion, deem reasonably necessary for any contingent or unforeseen liabilities or obligations of the Portfolio, including any tax demand that may arise;
- (vi) Any other dues, expenses, liabilities, obligations etc. owed by the Client to the Portfolio Manager or any other person / due on account of the Client under this Agreement.

22.3 Thereafter, subject to the relevant Annexure for the Investment approach opted by the client the Portfolio Manager shall hand over the funds and/or the Securities forming part of the Portfolio to the Client in the following manner:

- (i) Hand over the funds in the Bank Account (after deducting any amount due to the Portfolio Manager under this Agreement) to the Client, make reasonable efforts to liquidate the Client Securities at such price and upon such terms and conditions as it may, in its sole and absolute discretion, consider appropriate and hand over the proceeds arising therefrom to the Client (after deducting any amounts due to the Portfolio Manager under this Agreement); and / or.
- (ii) Transfer the Client Securities that are in the possession of the Portfolio Manager and could not be liquidated by the Portfolio Manager despite reasonable efforts to the Client. For the avoidance of any doubt it is clarified that the Portfolio manager shall not, in such case, be under any obligation to negotiate on the Client's behalf for the extension of any additional rights granted by the investee company Client Securities that are delivered to the Client and are no longer managed by the Portfolio Manager as part of the Portfolio.



- 22.4 Any costs, charges, taxes and fees incurred by the Portfolio Manager in order to carry out the measures set out in this Clause 22 shall be borne by the Client and the Portfolio Manager may, at its sole and absolute discretion, bear these expenses from the Portfolio.
- 22.5 On termination, the Portfolio Manager shall also give a detailed valuation report and statement of account to the Client reflecting the affairs of the Client on the date of termination.
- 22.6 Upon completion of the measures contemplated in this Clause 22, the Portfolio Manager shall stand validly discharged of all obligations towards the Client in terms of this Agreement.
- 22.7 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.

## **23. REPAYMENT**

- 23.1 The Portfolio Manager may, at its sole discretion, choose to effect interim disbursements of amounts on annual or such other frequencies, as the Portfolio Manager deems fit, without setting any precedent whatsoever, on the part of the Portfolio Manager and without conferring any right on the Client to demand such other similar disbursements from the Portfolio Manager, at any stage, with respect to this Agreement.
- 23.2 In case of in-specie distribution to the Client, all Securities or other assets shall be valued at the Fair Market Value after considering all factors which might reasonably affect the sales price of the Securities or other assets, including, without limitation, the present value of growth opportunities contemplated in respect of such Security or other asset, restrictions on transferability, the existence of a control block and the anticipated impact on current market prices of immediate sale and the liquidity of a market for such Security or other asset, the impact on the present value of such asset of factors such as the length of time before any such value may be realized and the cost and complexity of any such sales, purchase cost, estimates of liquidation value, price received in recent sales of Securities of the same issuer and prices recently received by comparable companies in the same or similar industries or assets.
- 23.3 The Client shall not, without the Portfolio Manager's prior written consent, withdraw any funds or Securities forming part of the Portfolio from the Portfolio.
- 23.4 At any point of time if the Client's portfolio is valued in excess of the Minimum Participation Amount, the Client shall be entitled to withdraw such surplus amounts by giving a notice of thirty (30) days in writing. Where the Client requires the amount in funds, the payment shall be to the extent and subject to the amounts realised by the Portfolio Manager on the relevant exchange or other markets where the transactions are executed, within a period of 30 days. Where the Client requires a withdrawal in Securities, such withdrawal shall be prorated to the portfolio of Securities held on behalf of the Client and the closing price on the date of receipt of the instruction for such withdrawal by the Portfolio Manager shall be taken into account for the purpose of valuation thereof. However, any such withdrawal shall be subject to applicable law and the Portfolio Manager may, in its sole discretion in response to unforeseen circumstances or unusual market conditions, limit the withdrawal of the funds / Securities.

## **24. INDEMNITY**

- 24.1 Without prejudice to the right of indemnity, the Portfolio Manager and every person employed or appointed by the Portfolio Manager shall be entitled to be indemnified out of the Assets of the Account deployed in respect of all liabilities, losses and expenses incurred by them in the execution of the services under the Agreement 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 or error of judgment 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, acts, deeds, or thing done or omitted in any way in relation to these presents. The Portfolio Manager shall have a lien and may retain and pay out of the Assets of the Account in its hands all sums or other amounts necessary to affect such indemnity.
- 24.2 The Portfolio Manager and every person employed or appointed by the Portfolio Manager shall not be responsible to any other person including an employee or officer of the Client, or to the Client for any loss or expenses resulting to such other person, or to the Client due to insufficiency or deficiency of value of or title to any property or security acquired or the exercise of any discretion including voting rights and corporate actions on behalf of the Client or the insolvency or wrongful act of any debtor or any person under obligation to the Client or for anything done in good faith in the execution

of the duties of its office or in relation thereto.

- 24.3 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 any other direct taxes and from and against all costs, penalty, interests, demands, charges and expenses incurred by or levied on the Portfolio Manager acting as an agent of the Client. The Portfolio Manager shall have a lien on the Assets of the Account of the Client and the return thereon for the purpose of indemnifying itself as aforesaid.
- 24.4 The Portfolio Manager shall not be liable to the Client for and the Client shall indemnify and keep indemnified the Portfolio Manager or its agents against all losses, costs, damages, claims, demands and expenses (including claims or other demands whatsoever taken or made by any internet service provider) that may be suffered, incurred or sustained as a result of any communication including Internet Communications effected between the Portfolio Manager and the Client and any other person whose authority has previously been notified to the Portfolio Manager in writing pursuant to this Agreement, whether or not such instructions were made with the Client's authority.
- 24.5 Without prejudice to the generality contained in Clause 24.1, all expenses/losses incurred by the Custodian for the safe custody of, keeping track of corporate benefits associated with the Securities, settlement of and handling the Securities from time to time shall be borne wholly by the Client and the Portfolio Manager shall not in any manner be liable for such expenses/losses.
- 24.6 The Portfolio Manager will be indemnified with the Assets of the Account deployed against any liability incurred by it for defending any proceedings, whether civil or criminal for which judgment order or decree is given in its favour or in which it has been acquitted or discharged by the Court.
- 24.7 The Client is aware that the investments/disinvestments of the funds shall be at his/her/its entire risk and the Portfolio Manager will not be responsible for loss, damage or diminishing value of the Account and the Securities held therein, save and except where such loss/damage is occasioned directly due to any fraud on the part of the Portfolio Manager.
- 24.8 The Client agrees to indemnify and keep the Portfolio Manager and its directors, officers, employees, agents, consultants and other Service Providers indemnified against all losses, damages, payments, cost, charges, expenses, stamp duties or any taxes etc. that may be or required to be suffered, incurred, levied, made, paid by the Portfolio Manager as a result of any sale of Securities transferable by executing an instrument or if the transfer is held to be invalid on account of bad delivery, by an appropriate authority or company or any other act of the relevant stock exchange or any other regulatory body or any Court or Tribunal or otherwise The Portfolio Manager shall have a lien and payout of the Portfolio all sums and other amounts necessary to affect such indemnity.
- 24.9 The Portfolio Manager and any Services Provider appointed by the Portfolio Manager in terms of this Agreement shall be entitled to be indemnified by the Client in respect of all liabilities, losses and expenses arising out of a breach of the Client's obligations under this Agreement
- 24.10 The provisions of clause 24 shall survive termination or expiry of this Agreement

**25. EXTENT OF LIABILITY OF THE CLIENT :** The Portfolio Manager acknowledges and agrees that the Client liability under this Agreement shall not exceed his/her/its investment/assets with the Portfolio Manager.

**26. CONFIDENTIAL RELATIONSHIP**

The terms and conditions of this Agreement, and all information and recommendations furnished by the Portfolio Manager to the Client, shall be treated as confidential by the parties, and shall not be disclosed to third parties except as provided for in herein and except as required by applicable laws, Rules or Regulations, and in response to appropriate requests of regulatory authorities, or as otherwise expressly agreed to in writing by the parties.

**27. PERSONAL AND THIRD PARTY DATA, CONFIDENTIALITY AND CREDIT REFERENCE AND FRAUD PREVENTION AGENCIES**

27.1 The Portfolio Manager will treat all Information of the Client as private and confidential (even when he/she/it is no longer a client). Nothing about the Portfolio Manager, Client relationship or the Client's name and address will be disclosed to anyone other than members of the MASTER Group without the Client's permission, unless the Portfolio Manager is legally compelled or it is the public interest to do so; or it is in the Portfolio Manager's interests to do so (e.g. to protect

the Portfolio Manager from or to recover loss); or it is for any of the purposes specified in sub-clauses 27.3, 27.4, 27.5 and 27.6 of this paragraph or as provided in clause 11.1 and 11.2 or otherwise in connection with this Agreement.

- 27.2 Members of the MASTER Group and other companies may use the record of credit search and any other information held by the agencies if credit decisions are made about the Client, or other members of his/her/it household or any associate. Any of this information may also be used for identification purposes, debt tracing and the prevention of money laundering as well as the management of the Client's account.
- 27.3 To prevent or detect fraud and to assist in verifying the Client's identity, the Portfolio Manager may exchange information with other members of the MASTER Group and make searches of records held at fraud prevention agencies who will supply such information. The Portfolio Manager may also pass information to financial and other organisations involved in fraud prevention to protect itself and its customers from theft and fraud. If false or inaccurate information is provided and the Portfolio Manager suspects fraud, the Portfolio Manager will record this.
- 27.4 Members of the MASTER Group may record, use, exchange, analyze and assess relevant information held about the Client and his/her/its relationships with other members of the MASTER Group, including nature of the transactions, for credit assessment, market research, and underwriting purposes and in servicing the Client's relationships with the MASTER Group. This may include any information provided by the Client or someone acting on his/her/its behalf about the Client which is relevant to the relationship with the Portfolio Manager or other members of the MASTER Group. Relevant information may be used or disclosed as part of the disposal or reorganization or the granting of security interests or encumbrances over the whole or any part of the Portfolio Manager's/an associate's business or assets or the transfer or securitisation of any rights or obligations. Relevant information may also be exchanged with members of the MASTER Group if required by appropriate governmental and nongovernmental regulators or ombudsmen. The Portfolio Manager may also be obliged to disclose information to other third parties outside the MASTER Group where any part of the MASTER Group is required to disclose to any governmental or judicial bodies or agencies or regulators in any jurisdiction throughout the world including the SEBI to which such part of the MASTER Group is subject to from time to time. The Portfolio Manager aims to keep the Client's information up-to-date. Wherever it is processed, the Client's information will be protected by a strict code of secrecy and security which all members of the MASTER Group, their staff and any third parties are subject to and will only be used in accordance with the Portfolio Manager's instructions. The client further agrees that he/she/it does not have any objection to the Portfolio manager, members of the Master Group , their agents /representatives to provide him/her/it information on various products, offers and services provided by the Portfolio Manager / members of the Master Group through any mode not limited to telephone calls/SMSs/emails and authorize the Portfolio Manager , members of Master Group companies, agents representative for the above purpose.
- 27.5 To ensure that the Client's instructions are carried out accurately, to help the Portfolio Manager improve its services continually and in the interests of security, the Portfolio Manager may monitor and/or record telephone calls and e-mail communications between the Parties.
- 27.6 To ensure compliance with the guidelines in respect of prevention of money laundering and in furtherance of the Know Your Customer Policy the Portfolio Manager may require the Client to submit appropriate proofs of identification, provide other information relating to the Client's funds and may also need to make and retain photocopies of such proof including of passports, driving licenses, other identification evidence or any information provided by the Client.
- 27.7 If the Portfolio Manager receives a request from another financial services institution to verify the Client's identity for money laundering prevention purposes, such information may be provided without reference to the Client.
- 27.8 The Client confirms that he/she/it has read and understands and agrees to the processing of information as described above. Subject to applicable law, individuals may have the right to request access to personal data and require personal data to be corrected if inaccurate in certain circumstances. The Client acknowledges and agrees (on his/her/its own behalf and duly authorised on behalf on any third party whose details have been supplied) that the processing (including disclosure) of information described above is necessary or desirable for the provision of relevant services and the operation of the Portfolio Manager's or MASTER Group's business or performance of its rights and obligations owed to the Client or a third party.

## **28. INSTRUCTIONS AND COMMUNICATIONS**

- 28.1 The Client or any other person, whose authority has previously been notified to the Portfolio Manager in writing, may at any time give instructions concerning the Client portfolio. Any communication between the Parties shall be in writing



only. However, the Portfolio Manager, may at its sole discretion, accept instructions via facsimile, telephone, e-mail or any other medium of communication regarding anything relating to or pursuant to this Agreement. The Portfolio Manager may contact the Client on any matter relating to his/her/its Portfolio, subject to any restriction imposed by the Client as detailed in the relevant Annexure for the Investment approach opted by the client forming part of this Agreement.

28.2 The Client agrees and authorizes the Portfolio Manager to issue the contract notes, bills, account statements or such other data, documents, notices, circulars, amendments to this Agreement etc, including obligatory statements/documents to be sent to the Client related to his/her/its portfolio with the Portfolio Manager, in digital format by electronic communications, with the possible exception of graphic insertions. For the purpose of this agreement, such electronic communication shall be in the form of email and or email attachment including auto replies from the system of the Portfolio Manager and/or posted only on the relevant section of the website(s) and/or in the form of download available on the website of the Portfolio Manager and/or any other website as may be intimated by the Portfolio Manager from time to time. Website(s) for this purpose would also include sub pages, links, forms, applets etc. of the website(s). Every document, data etc. so sent shall contain all information including as is mandated by the concerned authority. The Portfolio Manager would upload the digitally generated above referred documents/data etc. on the website(s) and/or send by e-mail to the designated email id(s) of the Client and the same shall immediately on uploading be deemed to have been delivered to the Client. The Client specifically agrees that Portfolio Manager fulfills its obligation to deliver to the Client any such document/data etc. if sent via electronic communication. The Client understands and agrees that it is his/her/its responsibility/obligation to review regularly and or upon first receipt, all confirmations, statements, notices, contract notes, bills and other communications sent by electronic communication or otherwise. All information contained therein shall be binding upon the Client, if the Client does not object, in writing by registered A.D. And email sent to addresses as per clause 30.6.1, within 24 hrs after any such document is sent to the Client by the Portfolio Manager. The Client shall approach Portfolio Manager within 24 hrs from the delivery/display of the above data/documents etc. intimating any inability to access or download of the above data, documents etc. failing which it shall be deemed to be the due delivery and acceptance of the data, document, data etc. sent to the Client via electronic mail/displayed by Portfolio Manager on the website of the Portfolio Manager. In all cases, the Portfolio Manager reserves the right to determine the validity of Client's objection to the data, documents etc. While the above referred documents/data etc. made available to the Client via electronic communication would be the original documents/data delivered to the Client. However, a physical copy of the digitally delivered above referred documents may be sent by the office/officers of the Portfolio Manager upon his/her/its specific request in writing. The Client agrees that such copies are only a copy of the validly delivered above referred data, documents etc. The Client agrees to verify the contents of the physical above referred data/documents so obtained with that of digital copies delivered to the Client on his/her/its designated email id(s) and any discrepancy (ies) will be brought to the notice of the Portfolio Manager immediately. The Portfolio Manager may, at its absolute discretion, send a hard copy of the above referred documents to the Client which shall be deemed to be duplicate copy of the electronically delivered documents. Client agrees to keep the Portfolio Manager, its directors, its employees, indemnified against any discrepancy, arising out of any reason, at all the times. The Client agrees that the Portfolio Manager will not be responsible for non-receipt of documents/data etc. sent via electronic delivery due to any reason but not limited to change in email address of the Client or correspondence address. The Client also agrees that the Portfolio Manager shall not take cognizance of out-of-office/out-of-station auto replies. The Client shall be deemed to have received such electronic communications immediately upon the Portfolio Manager's sending of the electronic communications and specifically in case of email communication, non receipt of bounced mail notification from any one of the email addresses provided by the Client in the KYC or as amended from time to time through a specific written request sent to the Portfolio Manager via Registered A.D. shall amount to valid delivery. The Client further agrees not to hold the Portfolio Manager responsible for late/non-receipt of above referred documents etc. sent in electronic form and/or any other communication for any reason but not limited to failure of servers, loss of connectivity, email in transit etc. The Client agrees that the log reports of the Portfolio Manager's dispatching software shall be conclusive proof of dispatch of all the above referred documents etc. to him/her/it and such dispatch shall be deemed to mean receipt by him/her/it and shall not be disputed by him/her/it on account of any non-receipt/delayed receipt for any reason whatsoever, non-receipt of bounced mail notification shall amount to valid delivery. In case the

hard copy of the above mentioned documents is sent by the Portfolio Manager by post, it shall be sent to the permanent postal address provided in the KYC or to such other address as may have subsequently been provided . If posted, it will be deemed to have been received or served within five business days of posting.

The Client agrees, acknowledges and undertakes:

- (a) That it is not possible to completely secure and maintain confidential Internet Communications (whether encrypted or not) and accordingly that the confidentiality, security and integrity of any Internet Communications cannot be assured;
- (b) Not to send or transmit any Internet Communication's which contain a virus or other media damaging to the Portfolio Manager's property or computer systems or which may be defamatory, libelous, slanderous, obscene, abusive, offensive, menacing or immoral and to abide with all relevant laws, regulations and international conventions or treaties governing the content of and the transmission of such Internet Communications.

28.3 In order to be effective, the Client's notification to the Portfolio Manager regarding change of address etc. must be lodged at least 30 (thirty) days before the date on which any payment from the Portfolio Manager to the Client falls due.

## **29. JOINT ACCOUNT**

If the Client is more than one person, the Client's obligations under this Agreement shall be joint and several. It is clarified that in case of the joint client account all dealings with the Client under this Agreement, including but without limitation the payment of Assets of the Account on termination or expiry of the Agreement would be undertaken by Portfolio Manager with the first holder of the Account or the Person jointly authorised by all the account holders. In case the Client proposes to disclose the information of its Account to any other person, the Client shall make the written request to the Portfolio Manager in such form as may be specified by the Portfolio Manager from time to time.

## **30. MISCELLANEOUS**

### **30.1 Dispute Resolution and Arbitration**

30.1.1 Any dispute amongst the Parties hereto during the subsistence of this Agreement or thereafter arising out of or in connection with this agreement, including without limitation in relation to the validity, interpretation, implementation or alleged material breach of any provision of this agreement or regarding a question in relation to the Agreement, including without limitation the question as to whether the termination of this Agreement by one Party hereto has been legitimate, the Parties hereto shall endeavor to settle such dispute amicable within fifteen (15) working days.

30.1.2 If the parties fail to resolve the dispute in the manner set out above within fifteen (15) working days from the date of commencement of negotiations, the dispute shall be referred to arbitration of a sole arbitrator to be appointed by the Portfolio Manager . The place of Arbitration shall be Chandigarh. The arbitration proceeding shall be governed by the Arbitration and Conciliation and, 1996 as amended from time to time or any re enactment thereof and shall be in English Language. The arbitrator shall also decide on the costs of the arbitration proceeding. The Courts of Chandigarh, India shall have exclusive jurisdiction in respect of the arbitration.

30.1.3 The arbitrator's / arbitral Panel's award shall be substantiated in writing and the Parties hereto shall submit to the arbitrator's /arbitral panel's award which shall be enforceable in any competent court of law. The arbitral award shall be final and binding on the Parties, and the Parties agree to be bound thereby and to act accordingly.

### **30.2 Governing Law, jurisdiction and Government Regulations**

- (i) This Agreement shall be governed and construed in accordance with the law of India and subject to the provisions of Clause 30.1 shall be subject to the exclusive jurisdiction of the courts at Chandigarh.
- (ii) The Portfolio Manager has formulated this agreement as per rules, regulation, guidelines and circular issued by SEBI, and other regulatory authorities. In case of a change in the Applicable Law, the Agreement shall stand modified to the extent necessary to ensure conformity the Applicable Law.

### **30.3 Redressal of Grievances**

The Client can approach the office of the Portfolio Manager for redressal of their grievances. For this purpose, Arun Kumar has been appointed as the Investor Relations Officer and in case of any complaints and/ or grievances, the Client

should approach.

Name : Arun Kumar  
Designation : Investor Relations Officer  
Telephone No. : 011-42111000  
Fax : 011-42111040  
Address : 1012, 10th Floor, Arunachal Building, 19, Barakhamba Road, New Delhi-110001  
E-mail Address : investorpms@mastertrust.co.in

30.4 Partial Invalidity: If any provisions or part of the provisions of this agreement are held invalid or unenforceable by reason of any law, rule, administrative order or judicial decisions by any court, or regulatory or self-regulatory agency or body, such invalidity or unenforceability shall attach only to such provision or terms and or part of such provision/term held invalid. The validity of the remaining provisions or terms or part of such provision/term shall not be affected thereby and these Terms shall be carried out as if any such invalid / unenforceable provisions or terms or part of such provision/term were not contained herein.

### 30.5 Force Majeure

30.5.1 Events of Force Majeure : An "Event of Force Majeure" means any circumstances not within the reasonable control of the party affected (e.g. acts of God, public enemies, withdrawal of any license/certification required by "Portfolio Manager" to fulfill its obligations hereunder, embargo, boycott, sanctions, quarantine, riots, insurrection, civil disturbance, war etc.) but only if and to the extent that: (i) such circumstance, despite the exercise of reasonable diligence, cannot be, or be caused to be prevented, avoided or removed by such Party; and (ii) such events materially and adversely affects (in cost or time) the ability of the Party to perform its obligations under this Agreement, and such Party has taken all reasonable precautions, due care and reasonable alternative measures in order to avoid the effect of such event on the Party's ability to perform its obligations under this Agreement and to mitigate the consequences thereof.

30.5.2 Effects of Force Majeure: Either Party shall be excused from performance and shall not be construed to be in default in respect of any obligations hereunder for so long as the failure to perform such obligation shall be due to an Event of Force Majeure.

30.5.3 Notice of Force Majeure: As soon as possible following the date of commencement of any Event of Force Majeure, if either Party wishes to invoke such Event of Force Majeure as a cause for delay in the performance of any obligation hereunder, it shall advise the other Party in writing of such date and the nature and the expected duration of such Event of Force Majeure and upon receipt of such advice and Parties shall use their best efforts to mitigate the effect of the Event of Force Majeure and ensure resumption of normal performance of this Agreement after the cessation of any event of Force Majeure.

### 30.6 Notices

30.6.1 Any notice and other communications, by the Client to the Portfolio Manager provided, for in this Agreement shall be in writing and shall be first transmitted by facsimile/ electronic transmission, and then confirmed by Registered AD to the following addresses:

(i) In the case of notices to the Portfolio Manager;

Master Portfolio Services Limited

Attn : Arun Kumar  
Designation : Investor Relations Officer  
Address : 1012, 10th Floor, Arunachal Building, 19, Barakhamba Road, New Delhi- 110001  
Telephone No. : 011-42111000  
Fax : 011-42111040  
E-mail Address : investorpms@mastertrust.co.in

- (ii) In case of notices to the Client;  
As per the clause number 28 of this agreement titled "Instructions and Communications"
- 30.6.2 All notices shall be deemed to have been validly given on (i) the business date immediately after the date of transmission with confirmed answer back, if transmitted by facsimile , or (ii) the business date of receipt, if transmitted by courier or registered air mail.
- 30.6.3 Either Party may, from time to time, change its address or representative for receipt of notices, provided for in this Agreement by giving to the other not less than ten (10) days prior written notice. The Client undertakes to intimate the Portfolio Manager of change\ in address if any in writing through a Registered AD. Until then, correspondence sent under certificate of posting/by fax/hand delivered/electronic mode at the last known address of the Client shall be deemed to be sufficient service on the client.
- 30.6.4 The Client may appoint its personnel who are authorised to communicate with the Portfolio Manager ("Authorised Persons"). The Portfolio Manager shall be entitled to rely on any notice/ communication purported to be sent by an Authorised Person. The Client shall at all times keep the Portfolio Manager notified of such personnel. Any changes in such personnel shall immediately be notified to the Portfolio Manager via Registered AD and till the time to the Portfolio Manager receiving the notification of the changes in the Authorised Person, the Portfolio Manager shall be entitled to rely on any notice/ communication purported to be sent by the existing Authorised Person.
- 30.7 Reservation of Rights: No forbearance, indulgence or relaxation or inaction by the Portfolio Manager at any time, to require performance of any of the provisions of this Agreement shall, in any way, affect, diminish or prejudice the right of the Portfolio Manager to require performance of that provision thereafter and any waiver or acquiescence by the Portfolio Manager of any clause of this Agreement shall not be construed as a waiver or acquiescence of any continuing or succeeding breach of such provision or a waiver of any right under or arising out of such provision, or acquiescence to or recognition of rights and/or position other than as expressly stipulated in this Agreement. No delay or failure on the part of the Portfolio Manager in exercising any rights hereunder and no partial or single exercise thereof will be deemed to constitute a waiver of such right or any other rights hereunder. No waiver shall be valid unless it is in writing and signed by the Portfolio Manager.
- 30.8 Amendments: The Portfolio Manager may at anytime amend this agreement by modifying or rescinding any of the existing provisions or conditions or by adding any new provision or condition by providing notice to the client as per clause 28 of this agreement or by personal messenger or by hand delivery or any other method as per the discretion of the Portfolio Manager. The continued use of Portfolio Manager's services after such notice shall constitute acknowledgement and acceptance of such amendment. However, the Client has right to terminate this agreement by giving one months notice in writing as per the clause 30.6 of this agreement .
- 30.9 Entirety : This Agreement constitutes the final understanding between the Parties on the matters set out herein and overrides all prior agreements, arrangements and understandings between the Parties in that regard.
- 30.10 Relationship: Nothing contained in this Agreement shall constitute a partnership between the Parties or authorize any Party to act as an agent of the other except to the extent specifically agreed in writing. The Portfolio Manager's relationship with each of its clients is separate and exclusive, and does not create any interest or privity between the clients inter se or between the clients as a group and the. Portfolio Manager.
- 30.11 Assignment: The Client shall not assign, transfer, and sell its right and obligations under this Agreement without the prior written consent of the Portfolio Manager. However; any change in the constitution of the Client on account of merger or acquisition or pursuant to corporate restructuring, the same shall not constitute assignment, provided prior written information of the same has been provided to the Portfolio Manager. The Portfolio Manager may assign this Agreement, and its rights and the obligations hereunder to any third party, provided that such third party assumes the obligations of the Portfolio Manager under this Agreement. Upon such assignment, the Portfolio Manager shall stand discharged of all its obligations hereunder.
- 30.12 Cumulative Rights: All remedies of the Parties under this Agreement, whether provided herein or conferred by statute, contract, civil law, common law, custom, trade, or usage, are cumulative and not alternative and may be enforced successively or concurrently.
- 30.13 General Compliance and further acts: The Parties agree that they shall, in the performance of this Agreement, comply

with all legal and regulatory requirements as may be applicable from time to time. Each of the Parties hereto undertakes to execute, do and take all such steps as may be in their respective powers to execute, do and take or procure to be executed, taken or done and to execute all such further documents, agreements and deeds and do all further acts, deeds, matters and things as may be required to give effect to the provisions of this Agreement.

**30.14 Protection of Act done in good faith**

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

**30.15 Reasonableness:**

The parties hereby agree that all terms, requirements, or restrictions, and other provisions of this contract are fair and reasonable, and shall be enforceable in a court of law.

**30.16 Electronic Communication**

The client hereby agrees and undertakes to receive account statements, portfolio statements, contract notes, bills and other relevant data and documents etc. in electronic form. The same shall be provided to the email address given by the client in the account opening application/KYC or any other email addresses as may be updated by the client to the Portfolio Manager from time to time. The client agrees and undertakes not to hold the Portfolio Manager responsible for late/non-receipt of such data and documents etc. sent in electronic form and any other communication for any reason including but not limited to failure of email servers, loss of connectivity, email in transit etc. The client agrees and undertakes that the log reports/other communications of Portfolio Manager's dispatching software shall be a conclusive proof of dispatch of such documents and data etc. to client and such dispatch shall be deemed to mean receipt by the client and shall not be disputed by the client on account of any non-receipt/delayed receipt for any reason whatsoever. The client agrees and undertakes that non-receipt of bounced mail notification by the Portfolio Manager shall amount to delivery at client's email address(s). In case, due to any reason, whatsoever, if Portfolio Manager wants to send any documents/data etc. in physical form, the client hereby permits the Portfolio Manager to send the same in physical mode. The client agrees and undertakes to intimate any change in the email address(s) through a duly signed request letter in original to the Portfolio Manager by registered A.D. in the required format as available from Portfolio Manager's website [www.mastertrust.co.in](http://www.mastertrust.co.in) or from Portfolio Manager's branches. The client agrees and undertakes to be liable for all losses, damages and actions which may arise as a consequence of the Portfolio Manager's adhering to or carrying out client's directions given above. The client agrees and undertakes that, till the time the change in email address (s) is not updated in the Portfolio Manager's records, any documents/data etc. sent to existing email address(s) with Portfolio Manager shall be deemed to be a valid delivery and client shall not hold Portfolio Manager responsible for any direct or indirect consequences faced by the client on this account.

IN WITNESS WHEREOF the Parties to the agreement have caused these presents to be executed.


**Signed for and on behalf of Portfolio Manager**

<b>For Master Portfolio Services Limited</b>
<b>Authorised Signatory</b>

Place : .....

Date : .....

**Signed for and on behalf of Client**

<b>Signature</b>
 (8) <span style="background-color: #cccccc; display: inline-block; width: 150px; height: 15px;"></span>
<b>Name of the Client</b>

Place : .....

Date : .....





## RISKS

### [Pursuant of Clause 18 of the Agreement]

An indicative list of the risks associated with investing through the Portfolio Manager is set out below:

- i. Securities investments are subject to market and other risks and the Portfolio Manager provides no guarantee or assurance that the objectives set out in the Disclosure Document and/or the Agreement shall be accomplished.
- ii. The value of the Portfolio may increase or decrease depending upon various market forces and factors affecting the capital markets including price and volume volatility in the capital markets, interest rates, currency exchange rates, changes in policies of the Government, taxation laws or any other appropriate authority policies, other political and economic developments, corporate actions like de-listing of securities, market closure, relatively small number of scrips accounting for large proportion of trading volume etc. Consequently, the Portfolio Manager provides no assurance of any guaranteed returns on the Portfolio.
- iii. Past performance of the Portfolio Manager do not guarantee its future performance.
- iv. The Client stands a risk of loss due to lack of adequate external systems for transferring, pricing, accounting and safekeeping or record keeping of Securities. Transfer risk may arise due to the process involved in registering the shares, physical and demat, in the Portfolio Manager's name, while price risk may arise on account of availability of share price from stock exchanges during the day and at the close of the day.
- v. Investment decisions made by the Portfolio Manager may not always be profitable.
- vi. The Portfolio Manager has limited experience and / or track record.
- vii. Investments made by the Portfolio Manager are subject to risks arising from the investment objective, investment strategy and asset allocation.
- viii. Not meeting the obligation to make Capital contributions in terms of the Agreement may have implications as set out in the Agreement and may also impact the profitability of the Portfolio or may result in loss of principal.
- ix. Equity and Equity Related Risks: Equity and Equity Related instruments carry both company specific and market risks and hence no assurance of returns can be made for these investments. While the Portfolio Manager shall take all reasonable steps to invest the Funds in a prudent manner in such instruments, such decisions may not always prove to be profitable or correct. Consequently, the Client shall assume any loss arising from such decisions made by the Portfolio Manager.
- x. Macro-Economic risks: Overall economic slowdown, unanticipated corporate performance, environmental or political problems, changes to monetary or fiscal policies; changes in government policies and regulations with regard to industry and exports may have direct or indirect impact on the investments, and consequently the growth of the Portfolio
- xi. Liquidity Risk: Liquidity of investments is often restricted by factors such as trading volumes, settlement periods and transfer procedures. If a particular security does not have a market at the time of sale, then the Portfolio may have to bear an impact depending on its exposure to that particular security. While Securities that are listed on a stock exchange generally carry a lower liquidity risk, the ability to sell these investments is limited by overall trading volume on the stock exchange, Money market securities, while fairly liquid, lack a well developed secondary market, which may restrict the selling ability of such securities thereby resulting in a loss to the Portfolio until such securities are finally sold. Though the liquidity is provided daily by the underlying mutual funds or ETF manufacturers, there can be market conditions of delayed liquidity. Even upon termination of the Agreement, the Client may receive illiquid securities and finding a buyer for such Securities may be difficult. Further, different segments of the Indian financial markets have different settlement periods and such periods may be extended significantly by unforeseen circumstances. Delays or other problems in settlement of transactions could result in temporary periods when the assets of the strategy are un-invested and no return is earned thereon. The inability of the Portfolio Manager to make intended Securities purchases, due to settlement problems, could cause the Portfolio to miss certain investment opportunities.
- xii. Credit Risk: Debt securities are subject to the risk of the issuer's inability to meet the principal and interest payments on the obligations and may also be subject to the price volatility due to such factors as interest sensitivity, market perception, or the credit worthiness of the issuer and general market risk.
- xiii. Interest Rate Risk : is associated with movements in interest rates, which depend on various factors such as such as a



Government borrowing, inflation, economic performance etc. The value of investments will appreciate/depreciate if the interest rates fall/rise. Fixed income investments are subject to the risk of interest rate fluctuations, which may accordingly increase or decrease the rate of return thereon. When interest rates decline, the value of a portfolio of fixed income securities can be expected to rise. Conversely, when interest rate rise, the value of a portfolio of fixed income securities can be expected to decline.

- xiv. Acts of State, or sovereign action, acts of nature, acts of war, civil disturbance are extraneous factors which can impact the Portfolio.
- xv. The Client stands the risk of total loss of value of an asset which forms part of the Portfolio or its recovery only through an expensive legal process due to various factors which by way of illustration include default or non performance of a third party, investee company's refusal to register a Security due to legal stay or otherwise, disputes raised by third parties.
- xvi. Reinvestment Risk: This risk arises from the uncertainty in the rate at which cash flows from an investment may be reinvested. This is because the bond will pay coupons, which will have to be reinvested. The rate at which the coupons will be reinvested will depend upon prevailing market rates at the time the coupons are received.
- xvii. Non-Diversification Risk: This risk arises when the Portfolio is not sufficiently diversified by investing in a wide variety of instruments. As mentioned above, the Portfolio Manager will attempt to maintain a diversified Portfolio in order to minimize this risk.
- xviii. Mutual Fund Risk: This risk arises from investing in units of Mutual funds. Risk factors inherent to equities and debt securities are also applicable to investments in mutual fund units. Further, scheme specific risk factors of each such underlying scheme, including performance of their underlying stocks, derivatives instruments, stock lending, off-shore investments etc, will be applicable in the case of investments in mutual fund units. In addition, events like change in fund manager of the scheme, take over, mergers and other changes in status and constitution of mutual funds, foreclosure of schemes or plans, change in government policies could affect performance of the investment in mutual fund units.
- xix. Prospective clients, should review / study the Disclosure Document carefully and in its entirety and shall not construe the contents hereof or regard the summaries contained herein as advice relating to legal, taxation, or financial/investment matters and are advised to consult their own professional advisor(s) as to the legal, tax, financial or any other requirement or restrictions relating to the subscription, gifting, acquisition, holding, disposal (sale or conversion into money) of Portfolio and to the treatment of income (if any), capitalisation, capital gains, any distribution, and other tax consequences relevant to their Portfolio, acquisition, holding, capitalisation, disposal (sale, transfer or conversion into money) of Portfolio within their Jurisdiction of nationality, residence, incorporation, domicile etc or under the laws of any jurisdiction to which they or any managed funds to be used to purchase/gift portfolio of securities are subject, and also to determine possible legal, tax, financial or other consequences of subscribing / gifting, purchasing or holding portfolio of securities before making an investment.
- xx. The Portfolio Manager is neither responsible nor liable for any losses resulting from the services.
- xxi. Clients are not being offered any guarantee/assured returns or principal protection.
- xxii. The Clients may not be able to avail of securities transaction tax credit benefit and/or tax deduction at source (TDS) credit and this may result in an increased incidence of tax on the Clients. The Client may incur a higher rate of TDS/ Dividend Distribution Tax in case the investments are aggregated in the name of the Portfolio Management Portfolio/Investment Approach.
- xxiii. The arrangement of pooling of funds from various Clients and investing them in Securities could be construed as an 'Association of Persons' (AOP) in India under the provisions of the Income-tax Act, 1961 and taxed accordingly.
- xxiv. In case of investments in Mutual Fund units, the Client shall bear the recurring expenses of the Portfolio Management Services in addition to the expenses of the underlying mutual fund schemes. Hence, the Client may receive lower pre-tax returns compared to what he/she/it may have received had he/she/it invested directly in the underlying mutual fund schemes in the same proportions.
- xxv. After accepting the corpus for management, the Portfolio Manager may not get an opportunity to deploy the same or there may be delay in deployment. In such situation the Clients may suffer opportunity loss.
- xxvi. Clients will not be permitted to withdraw the funds/Portfolio (unless in accordance with the terms agreed with the Client). In addition, they are not allowed to transfer any of the interests, rights or obligations with regard to the Portfolio except as

may be provided in the Agreement and in the Regulations.

- xxvii. In case of early termination of the Agreement, where Client Securities are reverted to the Client, additional rights available while the Securities were held as part of the Portfolio that were negotiated by the Portfolio Manager with an investee company or its shareholders may no longer be available to the Client.
- xxviii. Derivatives Risk: The Portfolio Manager may use various derivatives as permitted by the Regulations. Derivatives, including index options, are specialized instruments that require an understanding of not only the underlying instrument but of the derivative itself.
  - a. The derivatives will entail a counter party risk to the extent of amount that can become due from the counter party. The Portfolio Manager intends to transact mainly on the National Stock Exchange of India Limited which acts as the central counter party thereby reducing the counter party risk to a large extent. However, there is always the possibility that the institutions, including brokerage firms and banks with which the Portfolio Manager does business, or to which securities have been entrusted for custodial or margin purposes, will encounter financial difficulties that may impair their operational capabilities or result in losses to the client.
  - b. The cost of hedge using derivatives can be higher than adverse impact of market movements. An exposure to derivatives in excess of hedging requirements can lead to losses. Efficiency of a derivatives market depends on the development of a liquid and efficient market for underlying securities.
  - c. Derivatives require the maintenance of adequate controls to monitor the transactions entered into and the ability to forecast price or interest rate movement correctly. Other risks in using derivatives include the risk of mis-pricing or improper valuations of derivatives and the inability of derivatives to correlate perfectly with the underlying assets, rates and indices.
- xxix. The Portfolio Manager may, considering the overall level of risk of the portfolio, invest in lower rated / unrated securities offering higher yields. This may increase the risk of the portfolio.
- xxx. The Portfolio Manager may not be able to 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 benefits accruing thereon.
- xxxi. The Portfolio Manager is not responsible for risk profiling of prospective and existing investors. The investor should read the disclosure document and terms and conditions properly before making any investment decision.
- xxxii. The analytical models used by the Portfolio Manager to evaluate securities or securities markets are based on its understanding of the interplay of market factors and do not ensure successful investment. The markets, or the prices of individual securities, may be affected by factors not foreseen in developing the models.
- xxxiii. The Portfolio Manager is not responsible or liable for any loss resulting from the operation of the Portfolio Management Services.
- xxxiv. The tax implications provided in the disclosure document is for general purposes only and is based on advice that the Portfolio Manager has received regarding the law and the practice that is currently in force in India and the client should be aware that the relevant fiscal rules and their interpretation may change. As is the case with any investment, there can be no guarantee that the tax position or the proposed tax position prevailing at the time of investment in the Portfolio will endure indefinitely. In view of the individual nature of tax consequences, each client is advised to consult his/her own professional tax advisor.
- xxxv. The Client has perused and understood the disclosures made by the Portfolio Manager in the Disclosure Document.
- xxxvi. Apart from the General Risks for Portfolio Management Services as mentioned above, the Client has perused and understood the indicative list of the Investment Approach specific risks given in the Disclosure Document as well as in the relevant Annexure of the Investment Approach opted by the Client. The specific risks so set out are in addition to the General Risks mentioned above and Risks mentioned in the Agreement. The specific risks so set out are those which are considered to be material but are not the only risks relating to the relevant Investment Approach.
- xxxvii. There may be additional material risks that the Portfolio Manager does not currently consider to be material or of which the Portfolio Manager is not aware.

## RISK PROFILE

### 1 Please indicate your age below

- a 0 - 25 years       b 25 - 40 years       c 40 - 60 years       d > 60 years

### 2 What best describes your investment philosophy

- a Aggressive Capital Growth       b High Capital Growth with some Regular Income  
 c Some Capital Growth & High Fixed Income       d Preserve Wealth & Regular Income

### 3 Which of the following best describes your investment goals?

- a To accumulate long-term wealth over a period of 5 years through market investments  
 b To provide a regular income stream with total protection of capital  
 c To invest lump-sum amount (inheritance/salary bonus) & uncertain about what/where to invest in  
 d To meet some specific objectives within next five years  
 e To ensure sufficient funds available for nearing retirement

### 4 Please indicate the time horizon over which you will like to stay invested

- a up to 1 year       b between 1 & 3 years       c more than 3 years

### 5 Please indicate the worst & best one year returns that suit you

- a Best Returns : 5% & Worst Returns : 1%       b Best Returns : 15% & Worst Returns : -5%  
 c Best Returns : 25% & Worst Returns : -15%       d Best Returns : 35% & Worst Returns : -20%  
 e Best Returns : 40% & Worst Returns : -20%

### 6 For a long term investment the amount of fluctuations that you can tolerate in the short - term is

- a < 0% & > -5%       b < -5% & > -10%       c < -10% & > -20%  
 d < -20% & > -25%       e -25% or Less

### 7 How would you react if a well diversified portfolio fell by 20%, in line with the market?

- a Accumulate       b Hold       c Reduce       d Exit Position

### 8 What does your current investment portfolio comprise of ?

- a Mainly cash/bank deposits with a small portion investment in low risk bonds  
 b A mix of debt instruments, blue chip & aggressive stocks  
 c Mainly debt market investments & some portion in blue chip stocks  
 d Mostly speculative or high risk investments (aggressive stocks, high risk funds, options, leverage positions etc.)

**RISK ANALYSIS & PORTFOLIO PLANNER**

**Score Card**

Q. No	a	b	c	d	e	Score
1	4	3	2	1	N.A	
2	4	3	2	1	N.A	
3	5	4	3	2	1	
4	2	3	4	N.A	N.A	
5	1	2	3	4	5	
6	1	2	3	4	5	
7	4	3	2	1	N.A	
8	1	2	3	4	N.A	
Total						

Your Total Score \_\_\_\_\_

Based on the information that you have provided above, your Risk Profile has been evaluated as: \_\_\_\_\_

Conservative | Semi Conservative | Balanced | Semi Aggressive | Aggressive  
Score 8 - 13      14 - 18      19 - 23      24 - 28      28 and Above

**Client Declaration**

I/We have undergone the risk profiling process. I/We have understood the questions and answered the same.  
(Tick whichever applicable)

- I/We agree with the risk category I/We have been placed based on my/our risk profile assessment and would like it to form the basis for discussion between me/us and my/our Financial Advisor at Master Trust Group. I/We confirm that the assessment of my/our profile as above does not constitute any advice by Master Trust Group or its Financial Advisor as to any risks or investments. Before making any investment decision, I/We will fully understand the product risks and features in order to determine that my/our investment decision is consistent with my/our investment objectives, risk-appetite and financial resources.
- Although I/We have agreed to assess any risk profile as above, I/We do not want my/our risk profile to form the basis of discussion between me/us and my/our Financial Advisor at Master Trust Group. I/We fully understand and accept the risks involved with this decision. I/We will obtain my/our own investment and financial advice as I/We think fit, will make my/our own investment decisions even if it results in taking risks of a higher level than as in my/our assessed risk profile above and will fully understand product risks and features in order to determine that my/our investment decisions are consistent with my/our investment objectives, risk-appetite and financial resources.
- I/We do not want to have my/our attitude towards risk and investments assessed by Master Trust Group. I/We confirm that I/We will make this assessment for myself/ourselves. I/We fully understand and accept the risks involved with this decision. I/We will obtain my/our own investment and as I/We think fit, will make my/our own investment decisions and will fully understand product risks and features in order to determine that my/our investment decisions are consistent with my/our investment objectives, risk-appetite and financial resources.

Client's Signature:  (10) \_\_\_\_\_

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

Client's Name: \_\_\_\_\_

**Office Use Only**

**AUTHORISATION FOR SECURITIES LENDING**

To,

**Master Portfolio Services Limited**

1012,10th Floor, Arunachal Building, 19 Barakhamba Road, New Delhi-110001

Dear Sir,

I/We, hereby authorise Master Portfolio Services Limited (hereinafter "PM") to participate in securities lending as permitted by the Securities and Exchange Board of India( SEBI) under the SEBI (Portfolio Managers) Regulations , 1993.

This authorisation is valid for all the schemes/portfolios of the PM which I/we have already invested in or may invest in the future.

I/we further undertake that I/we will not revoke this authorisation without giving 30 days written notice via registered A.D to the PM at the following address:

Master Portfolio Services Limited

Attn : Arun Kumar

Designation : Investor Relations Officer

Address : 1012, 10th Floor, Arunachal Building, 19, Barakhamba Road, New Delhi-110001

Telephone No. : 011-42111000

Fax : 011-42111040

E-mail Address : investorpms@mastertrust.co.in

I/We have signed/submitted this document on my/our own volition.

Thanking you,

Yours faithfully,

 (II)

Name of Investor : .....

Date : .....

**General Clause**

1. The Beneficial Owner and the Depository participant (DP) shall be bound by the provisions of the Depositories Act, 1996, SEBI (Depositories and Participants) Regulations, 1996, Rules and Regulations of Securities and Exchange Board of India (SEBI), Circulars/Notifications/Guidelines issued there under, Bye Laws and Business Rules/Operating Instructions issued by the Depositories and relevant notifications of Government Authorities as may be in force from time to time.
2. The DP shall open/activate demat account of a beneficial owner in the depository system only after receipt of complete Account opening form, KYC and supporting documents as specified by SEBI from time to time.

**Beneficial Owner information**

3. The DP shall maintain all the details of the beneficial owner(s) as mentioned in the account opening form, supporting documents submitted by them and/or any other information pertaining to the beneficial owner confidentially and shall not disclose the same to any person except as required by any statutory, legal or regulatory authority in this regard.
4. The Beneficial Owner shall immediately notify the DP in writing, if there is any change in details provided in the account opening form as submitted to the DP at the time of opening the demat account or furnished to the DP from time to time.

**Fees/Charges/Tariff**

5. The Beneficial Owner shall pay such charges to the DP for the purpose of holding and transfer of securities in dematerialized form and for availing depository services as may be agreed to from time to time between the DP and the Beneficial Owner as set out in the Tariff Sheet provided by the DP. It may be informed to the Beneficial Owner that "no charges are payable for opening of demat accounts"
6. In case of Basic Services Demat Accounts, the DP shall adhere to the charge structure as laid down under the relevant SEBI and/or Depository circulars/directions/notifications issued from time to time.
7. The DP shall not increase any charges/tariff agreed upon unless it has given a notice in writing of not less than thirty days to the Beneficial Owner regarding the same.

**Dematerialization**

8. The Beneficial Owner shall have the right to get the securities, which have been admitted on the Depositories, dematerialized in the form and manner laid down under the Bye Laws, Business Rules and Operating Instructions of the depositories.

**Separate Accounts**

9. The DP shall open separate accounts in the name of each

of the beneficial owners and securities of each beneficial owner shall be segregated and shall not be mixed up with the securities of other beneficial owners and/or DP's own securities held in dematerialized form.

10. The DP shall not facilitate the Beneficial Owner to create or permit any pledge and /or hypothecation or any other interest or encumbrance over all or any of such securities submitted for dematerialization and/or held in demat account except in the form and manner prescribed in the Depositories Act, 1996, SEBI (Depositories and Participants) Regulations, 1996 and Bye-Laws/Operating Instructions/Business Rules of the Depositories.

**Transfer of Securities**

11. The DP shall effect transfer to and from the demat accounts of the Beneficial Owner only on the basis of an order, instruction, direction or mandate duly authorized by the Beneficial Owner and the DP shall maintain the original documents and the audit trail of such authorizations.
12. The Beneficial Owner reserves the right to give standing instructions with regard to the crediting of securities in his demat account and the DP shall act according to such instructions.

**Statement of account**

13. The DP shall provide statements of accounts to the beneficial owner in such form and manner and at such time as agreed with the Beneficial Owner and as specified by SEBI/depository in this regard.
14. However, if there is no transaction in the demat account, or if the balance has become Nil during the year, the DP shall send one physical statement of holding annually to such BOs and shall resume sending the transaction statement as and when there is a transaction in the account.
15. The DP may provide the services of issuing the statement of demat accounts in an electronic mode if the Beneficial Owner so desires. The DP will furnish to the Beneficial Owner the statement of demat accounts under its digital signature, as governed under the Information Technology Act, 2000. However if the DP does not have the facility of providing the statement of demat account in the electronic mode, then the Participant shall be obliged to forward the statement of demat accounts in physical form.
16. In case of Basic Services Demat Accounts, the DP shall send the transaction statements as mandated by SEBI and/or Depository from time to time.

**Manner of Closure of Demat account**

17. The DP shall have the right to close the demat account of the Beneficial Owner, for any reasons whatsoever,



provided the DP has given a notice in writing of not less than thirty days to the Beneficial Owner as well as to the Depository. Similarly, the Beneficial Owner shall have the right to close his/her demat account held with the DP provided no charges are payable by him/her to the DP. In such an event, the Beneficial Owner shall specify whether the balances in their demat account should be transferred to another demat account of the Beneficial Owner held with another DP or to rematerialize the security balances held.

18. Based on the instructions of the Beneficial Owner, the DP shall initiate the procedure for transferring such security balances or rematerialize such security balances within a period of thirty days as per procedure specified from time to time by the depository. Provided further, closure of demat account shall not affect the rights, liabilities and obligations of either the Beneficial Owner or the DP and shall continue to bind the parties to their satisfactory completion.

#### **Default in payment of charges**

19. In event of Beneficial Owner committing a default in the payment of any amount provided in Clause 5 & 6 within a period of thirty days from the date of demand, without prejudice to the right of the DP to close the demat account of the Beneficial Owner, the DP may charge interest at a rate as specified by the Depository from time to time for the period of such default.
20. In case the Beneficial Owner has failed to make the payment of any of the amounts as provided in Clause 5&6 specified above, the DP after giving two days notice to the Beneficial Owner shall have the right to stop processing of instructions of the Beneficial Owner till such time he makes the payment along with interest, if any.

#### **Liability of the Depository**

21. As per Section 16 of Depositories Act, 1996,
  1. Without prejudice to the provisions of any other law for the time being in force, any loss caused to the beneficial owner due to the negligence of the depository or the participant, the depository shall indemnify such beneficial owner.
  2. Where the loss due to the negligence of the participant under Clause (1) above, is indemnified by the depository, the depository shall have the right to recover the same from such participant.

#### **Freezing/Defreezing of accounts**

22. The Beneficial Owner may exercise the right to freeze/defreeze his/her demat account maintained with the DP in accordance with the procedure and subject to the restrictions laid down under the Bye Laws and Business Rules/Operating Instructions.
23. The DP or the Depository shall have the right to freeze/defreeze the accounts of the Beneficial Owners on

receipt of instructions received from any regulator or court or any statutory authority.

#### **Redressal of Investor grievance**

24. The DP shall redress all grievances of the Beneficial Owner against the DP within a period of thirty days from the date of receipt of the complaint.

#### **Authorized representative**

25. If the Beneficial Owner is a body corporate or a legal entity, it shall, along with the account opening form, furnish to the DP, a list of officials authorized by it, who shall represent and interact on its behalf with the Participant. Any change in such list including additions, deletions or alterations thereto shall be forthwith communicated to the Participant.

#### **Law and Jurisdiction**

26. In addition to the specific rights set out in this document, the DP and the Beneficial owner shall be entitled to exercise any other rights which the DP or the Beneficial Owner may have under the Rules, Bye Laws and Regulations of the respective Depository in which the demat account is opened and circulars/notices issued there under or Rules and Regulations of SEBI.
27. The provisions of this document shall always be subject to Government notification, any rules, regulations, guidelines and circulars/ notices issued by SEBI and Rules, Regulations and Bye-laws of the relevant Depository, where the Beneficial Owner maintains his/ her account, that may be in force from time to time.
28. The Beneficial Owner and the DP shall abide by the arbitration and conciliation procedure prescribed under the Bye-laws of the depository and that such procedure shall be applicable to any disputes between the DP and the Beneficial Owner.
29. Words and expressions which are used in this document but which are not defined herein shall unless the context otherwise requires, have the same meanings as assigned thereto in the Rules, Bye-laws and Regulations and circulars/notices issued there under by the depository and/or SEBI.
30. Any changes in the rights and obligations which are specified by SEBI/Depositories shall also be brought to the notice of the clients at once.
31. If the rights and obligations of the parties hereto are altered by virtue of change in Rules and regulations of SEBI or Bye-laws, Rules and Regulations of the relevant Depository, where the Beneficial Owner maintains his/her account, such changes shall be deemed to have been incorporated herein in modification of the rights and obligations of the parties mentioned in this document.



**Definitions:**

In these Terms and Conditions the terms shall have following meaning unless indicated otherwise:

1. "Depository" means Central Depository Services (India) Limited a company incorporated in India under the Companies Act 1956 and having its registered office at 17th Floor, P.J. Towers, Dalal Street, Fort, Mumbai 400001 and all its branch offices and includes its successors and assigns.
2. 'DP' means Depository Participant of CDSL. The term covers all types of DPs who are allowed to open demat accounts for investors.
3. 'BO' means an entity that has opened a demat account with the depository. The term covers all types of demat accounts, which can be opened with a depository as specified by the depository from time to time.
4. SMS means "Short Messaging Service"
5. "Alerts" means a customized SMS sent to the BO over the said mobile phone number.
6. "Service Provider" means a cellular service provider(s) with whom the depository has entered / will be entering into an arrangement for providing the SMS alerts to the BO.
7. "Service" means the service of providing SMS alerts to the BO on best effort basis as per these terms and conditions.

**Availability:**

1. The service will be provided to the BO at his / her request and at the discretion of the depository. The service will be available to those accountholders who have provided their mobile numbers to the depository through their DP. The services may be discontinued for a specific period / indefinite period, with or without issuing any prior notice for the purpose of security reasons or system maintenance or for such other reasons as may be warranted. The depository may also discontinue the service at any time without giving prior notice for any reason whatsoever.
2. The service is currently available to the BOs who are residing in India.
3. The alerts will be provided to the BOs only if they remain within the range of the service provider's service area or within the range forming part of the roaming network of the service provider.
4. In case of joint accounts and non-individual accounts the service will be available, only to one mobile number i.e. to the mobile number as submitted at the time of registration / modification.
5. The BO is responsible for promptly intimating to the depository in the prescribed manner any change in mobile number, or loss of handset, on which the BO wants to receive the alerts from the depository. In case of change in mobile number not intimated to the depository, the SMS alerts will continue to be sent to the last registered mobile phone number. The BO agrees to indemnify the depository for any loss or damage suffered by it on account of SMS alerts sent on such mobile number.

**Receiving Alerts:**

1. The depository shall send the alerts to the mobile phone number provided by the BO while registering for the service or to any such number replaced and informed by the BO from time to time. Upon such registration / change, the depository shall make every effort to update the change in mobile number within a reasonable period of time. The depository shall not be responsible for any event of delay or loss of message in this regard.
2. The BO acknowledges that the alerts will be received only if the mobile phone is in 'ON' and in a mode to receive the SMS. If the mobile phone is in 'Off' mode i.e. unable to receive the alerts then the BO may not get / get after delay any alerts sent during such period.
3. The BO also acknowledges that the readability, accuracy and timeliness of providing the service depend on many factors including the infrastructure, connectivity of the service provider. The depository shall not be responsible for any non-delivery, delayed delivery or distortion of the alert in any way whatsoever.
4. The BO further acknowledges that the service provided to him is an additional facility provided for his convenience and is susceptible to error, omission and/ or inaccuracy. In case the BO observes any error in the information provided in the alert, the BO shall inform the depository and/ or the DP immediately in writing and the depository will make best possible efforts to rectify the error as early as possible. The BO shall not hold the depository liable for any loss, damages, etc. that may be incurred/ suffered by the BO on account of opting to avail SMS alerts facility.
5. The BO authorizes the depository to send any message such as promotional, greeting or any other message that the depository may consider appropriate, to the BO. The BO agrees to an ongoing confirmation for use of name, email address and mobile number for marketing offers between CDSL and any other entity.
6. The BO agrees to inform the depository and DP in writing of any unauthorized debit to his BO account/ unauthorized transfer of securities from his BO account, immediately, which may come to his knowledge on receiving SMS alerts. The BO may send an email to CDSL at [complaints@cdslindia.com](mailto:complaints@cdslindia.com). The BO is advised not to inform the service provider about any such unauthorized debit to/ transfer of securities from his BO account by sending a SMS back to the service provider as there is no reverse communication between the service provider and the depository.
7. The information sent as an alert on the mobile phone number shall be deemed to have been received by the BO and the depository shall not be under any obligation to confirm the authenticity of the person(s) receiving the alert.
8. The depository will make best efforts to provide the service. The BO cannot hold the depository liable for non-availability of the service in any manner whatsoever.

9. If the BO finds that the information such as mobile number etc., has been changed with out proper authorization, the BO should immediately inform the DP in writing.

**Fees :**

Depository reserves the right to charge such fees from time to time as it deems fit for providing this service to the BO.

**Disclaimer:**

The depository shall make reasonable efforts to ensure that the BO's personal information is kept confidential. The depository does not warranty the confidentiality or security of the SMS alerts transmitted through a service provider. Further, the depository makes no warranty or representation of any kind in relation to the system and the network or their function or their performance or for any loss or damage whenever and howsoever suffered or incurred by the BO or by any person resulting from or in connection with availing of SMS alerts facility. The Depository gives no warranty with respect to the quality of the service provided by the service provider. The Depository will not be liable for any unauthorized use or access to the information and/ or SMS alert sent on the mobile phone number of the BO or for fraudulent, duplicate or erroneous use/ misuse of such information by any third person.

**Liability and Indemnity:**

The Depository shall not be liable for any breach of confidentiality by the service provider or by any third person due to unauthorized access to the information meant for the BO. In consideration of the depository providing the service, the BO agrees to indemnify and keep safe, harmless and indemnified the depository and its officials from any damages, claims, demands, proceedings, loss, cost, charges and expenses whatsoever which a depository may at any time incur, sustain, suffer or be put to as a consequence of or arising out of interference with or misuse, improper or fraudulent use of the service by the BO.

**Amendments:**

The depository may amend the terms and conditions at any time with or without giving any prior notice to the BOs. Any such amendments shall be binding on the BOs who are already registered as user of this service.

**Governing Law and Jurisdiction:**

Providing the Service as outlined above shall be governed by the laws of India and will be subject to the exclusive jurisdiction of the courts in Mumbai.




I/We wish to avail the SMS Alerts facility provided by the depository on my/our mobile number provided in the registration form subject to the terms and conditions mentioned below. I/ We consent to CDSL providing to the service provider such information pertaining to account/transactions in my/our account as is necessary for the purposes of generating SMS Alerts by service provider, to be sent to the said mobile number.

I/We have read and understood the terms and conditions mentioned above and agree to abide by them and any amendments thereto made by the depository from time to time. I/ we further undertake to pay fee/ charges as may be levied by the depository from time to time.

I/We further understand that the SMS alerts would be sent for a maximum four ISINs at a time. If more than four debits take place, the BOs would be required to take up the matter with their DP.

I/We am/ are aware that mere acceptance of the registration form does not imply in any way that the request has been accepted by the depository for providing the service.

I/We provide the following information for the purpose of REGISTRATION / MODIFICATION (Please cancel out what is not applicable).

BO ID	1	2	0	2	2	9	0	0										
	(Please write you 8 digit DPID)								(Please write you 8 digit Client ID)									
Sole / First Holder's Name																		
Second Holder's Name																		
Third Holder's Name																		
Mobile Number on which messages are to be sent																		
(Please write only the mobile number without prefixing country code or zero)																		
The mobile number is registered in the name of																		
E-mail ID																		
(Please write only ONE valid email ID on which communication; if any, is to be sent)																		
 (12)																		
Signature of First Holder						Signature of Second Holder						Signature of Third Holder						
Place									Date									

**(Schedule of Charges for DP services w.e.f 01/04/2021)**

Scheme	Scheme 1	Scheme 2 (For Corporate Clients)	Scheme 3 (BSDA)	Scheme 4 (Rs. 2000 in advance which is refundable/ adjusted on closure of A/c and/or change of scheme)#	Scheme 5 (Life time AMC free scheme)
1. Acc. Opening Charges	NIL	NIL	NIL	NIL	NIL
2. Acc. Maintenance Charges	First Year Free. Rs. 300/- p.a. from second year onwards.	Rs. 2500/- p.a.	NIL	NIL	Rs. 555/-
3. Dematerialisation Charges	Rs. 20/- per DRF plus Rs. 3/- per certificate	Rs. 20/- per DRF plus Rs. 3/- per certificate	Rs.50/- per DRF plus Rs.10/- per certificate	Rs. 20/- per DRF plus Rs. 3/- per certificate	Rs. 20/- per DRF plus Rs. 3/- per certificate
4. Rematerialisation Charges	Rs. 20/- per every 100 securities or part thereof; or a flat fee of Rs. 20/- per Certificate whichever is higher will be payable.	Rs. 20/- per every 100 securities or part thereof; or a flat fee of Rs. 20/- per Certificate whichever is higher will be payable.	Rs. 50/- per every 100 securities or part thereof; or a flat fee of Rs. 50/- per Certificate whichever is higher will be payable.	Rs. 20/- per every 100 securities or part thereof; or a flat fee of Rs. 20/- per Certificate whichever is higher will be payable	Rs. 20/- per every 100 securities or part thereof; or a flat fee of Rs. 20/- per Certificate whichever is higher will be payable
5. Custody	Nil	Nil	Nil	Nil	Nil
6. Transaction Charges (per Debit transaction)	Rs. 15/- [within DP*] Rs. 25/- [outside DP*] All charges payable upfront.	Rs. 15/- [within DP*] Rs. 25/- [outside DP*] All charges payable upfront.	Rs. 50/- [within DP*] Rs. 100/- [outside DP*] All charges payable upfront.	Rs. 15/- [within DP*] Rs. 25/- [outside DP*] All charges payable upfront.	Rs. 15/- [within DP*] Rs. 25/- [outside DP*] All charges payable upfront.
7. Margin Pledge Charges (per transaction) Creation Invocation	Rs. 25/-	Rs. 25/-	Rs. 25/-	Rs. 25/-	Rs. 25/-
8. Pledge Charges (per transaction) Creation Invocation / Closure	Rs. 50/- Rs. 25/-	Rs. 50/- Rs. 25/-	Rs. 100/- Rs. 50/-	Rs. 50/- Rs. 25/-	Rs. 50/- Rs. 25/-
9. Lending/ Borrowing Charges Borrowing Lending Repay	Rs. 50/- Rs. 50/- Rs. 25/-	Rs. 50/- Rs. 50/- Rs. 25/-	Rs. 100/- Rs. 100/- Rs. 50/-	Rs. 50/- Rs. 50/- Rs. 25/-	Rs. 50/- Rs. 50/- Rs. 25/-
10. Speed –e & Ideas Subscribers (Password Based)	Rs. 100/- p.a.	Rs. 100/- p.a.	Rs. 200/- p.a.	Rs. 100/- p.a.	Rs. 100/- p.a.

**In addition to the above the following out of pocket expenses shall also be charged.**

1. Instruction Booklet : Rs.10/- containing 10 leave.
2. Failed Instruction Intimation : Rs. 20/- per intimation per instruction.
3. Additional Statement of Holding/ Transaction : Rs. 2/- per page + postage/ courier charges.
4. Non periodic statement & other communications shall be charged @ Rs. 20/- per mail.
5. Charges are subject to revision at Depository Participant's sole discretion by giving 30 days notice and shall be informed by circulars sent by ordinary post/ press advertisement/ Electronic Communication/ courier/ personal messenger/ website (website means www.mastertrust.co.in or its pages and links and/or any other website(s) / links/ pages/ applets Participant may inform from time to time).
6. In case of demat rejection postage shall be charged @ Rs.30/- for dispatch to the client for removal of objection.
7. Any other services not specified above shall be charged extra.
8. Any modification in client master will be charged @ Rs.20/- per modification.
9. Service charges for DP services for clients of Master Trust Ltd., Master Capital Services Ltd. and Master Portfolio Service Ltd. will be debited to their accounts with the respective companies.
10. Master Capital Services Limited may suspend/ freeze the depository services of the account holder on non payment of Outstanding bill till the time outstanding DP service charges is received.
11. Taxes and other government levies extra as applicable from time to time.

\* Master Capital Services Ltd.

# Applicable AMC @ Rs. 300 p.a. will be charged, if the A/c is closed and/or the Scheme is changed within 1 year of the date of account opening.

I/ We do not wish to open my/ our account under Scheme 3(BSDA).

Scheme Opted  Scheme-1  Scheme-2  Scheme-3  Scheme-4  Scheme-5

 (13)

Signature of Sole / First Holder



Signature of Second Holder



Signature of Third Holder

**1. Definitions:**

In these Terms and Conditions the terms shall have following meaning unless indicated otherwise:

- i. "Depository" means Central Depository Services (India) Limited (CDSL)
  - ii. TRUST means "Transactions Using Secured Texting" service offered by the Depository.
  - iii. "Service Provider" means a cellular service provider(s) with whom the Depository has entered / shall enter into an arrangement for providing the TRUST service to the BO.
  - iv. "Service" means the service of providing facility to receive/give instructions through SMS on best effort basis as per the following terms and conditions. The types of transaction that would normally qualify for this type of service would be informed by CDSL from time to time.
  - v. "Third Party" means the operators with whom the Service Provider is having / will have an arrangement for providing SMS to the BO.
2. The service will be provided to the BO at his / her request and at the discretion of the depository provided the BO has registered for this facility with their mobile numbers through their DP or by any other mode as informed by CDSL from time to time. Acceptance of application shall be subject to the verification of the information provided by the BO to the Depository
  3. The messages will be sent on best efforts basis by way of an SMS on the mobile no which has been provided by the BOs. However Depository shall not be responsible if messages are not received or sent for any reason whatsoever, including but not limited to the failure of the service provider or network.
  4. The BO is responsible for promptly informing its DP in the prescribed manner any change in mobile number, or loss of handset on which the BO wants to send/receive messages generated under TRUST. In case the new number is not registered for TRUST in the depository system, the messages generated under TRUST will continue to be sent to the last registered mobile number. The BO agrees to indemnify the depository for any loss or damage suffered by it on account of messages sent on such mobile number.
  5. The BO agrees that SMS received by the Depository from the registered mobile number of the BO on the basis of which instructions are executed in the depository system shall be conclusive evidence of such instructions having been issued by the BO. The DP / CDSL will not be held liable for acting on SMS so received.
  6. The BO shall be responsible for submitting response to the 'Responsive SMS' within the specified time period. Transactions for which no positive or negative confirmation is received from the BO, will not be executed except for transaction for deregistration. Further, CDSL shall not be responsible for BOs not submitting the response to the said SMS within the time limit prescribed by CDSL.
  7. The BO agrees that the signing of the TRUST registration form by all joint holders shall mean that the instructions executed on the basis of SMS received from the registered mobile for TRUST shall be deemed to have been executed by all joint holders.
  8. The BO agrees to ensure that the mobile number for TRUST facility and SMS alert (SMART) facility is the same. The BO agrees that if he is not registered for SMART, the DP shall register him for SMART and TRUST. If the mobile number provided for TRUST is different from the mobile number recorded for SMART, the new mobile number would be updated for SMART as well as TRUST.
  9. BOs are advised to check the status of their obligation from time to time and also advise the respective CMs to do so. In case of any issues, the BO/CM should approach their DPs to ensure that the obligation is fulfilled through any other mode of delivery of transactions as may be informed / made available by CDSL from time to time including submission of Delivery Instruction Slips to the DP.
  10. The BO acknowledges that CDSL will send the message for confirmation of a transaction to the BO only if the Clearing Member (registered by the BO for TRUST) enters the said transaction in CDSL system for execution through TRUST within prescribed time limit.
  11. The BO further acknowledges that the BO/CM shall not have any right to any claim against either the DP or Depository for losses, if any, incurred due to non receipt of response on the responsive SMS or receipt of such response after the prescribed time period. In the event of any dispute relating to the date and time of receipt of such response, CDSL's records shall be conclusive evidence and the Parties agree that CDSL's decision on the same shall be final and binding on both Parties.
  12. The BO may request for deregistration from TRUST at any time by giving a notice in writing to its DP or by any other mode as specified by Depository in its operating instructions. The same shall be effected after entry of such request by the DP in CDSL system if the request is received through the DP.
  13. Depository reserves the right to charge such fees from time to time as it deems fit for providing this service to the BO.
  14. The BO expressly authorises Depository to disclose to the Service Provider or any other third party, such BO information as may be required by them to provide the services to the BO. Depository however, shall not be responsible and be held liable for any divulgence or leakage of confidential BO information by such Service Providers or any other third party.
  15. The BO takes the responsibility for the correctness of the information supplied by him to Depository through the use of the said Facility or through any other means such as electronic mail or written communication.
  16. The BO is solely responsible for ensuring that the mobile number is not misused and is kept safely and securely. The Depository will process requests originated from the registered Mobile as if submitted by the BO and Depository is not responsible for any claim made by the BO informing that the same was not originated by him.
  17. Indemnity:  
In consideration of providing the service, the BO agrees that the depository shall not be liable to indemnify the BO towards any damages, claims, demands, proceedings, loss, cost, charges and expenses whatsoever as a consequence of or arising out of interference with or misuse, improper or fraudulent use of the service by the BO.
  18. Disclaimer:  
Depository shall be absolved of any liability in case:-
    - a. There is loss of any information during processing or transmission or any unauthorized access by any other person or breach of confidentiality.
    - b. There is any lapse or failure on the part of the service providers or any third party affecting the said Facility and that Depository makes no warranty as to the quality of the service provided by any such service provider.
    - c. There is breach of confidentiality or security of the messages whether personal or otherwise transmitted through the Facility.

Do you have any non-indian Country(ies) of Birth / Citizenship / Nationality and Tax Residency?

Sole/First Holder/Guardian <input type="checkbox"/> Yes <input type="checkbox"/> No		Second Holder <input type="checkbox"/> Yes <input type="checkbox"/> No		Third Holder <input type="checkbox"/> Yes <input type="checkbox"/> No	
Country of Birth		Country of Birth		Country of Birth	
Country of Citizenship/ Nationality		Country of Citizenship/ Nationality		Country of Citizenship/ Nationality	
Are you a US Specified Person?	<input type="checkbox"/> Yes <input type="checkbox"/> No Please provide Tax Payer Id	Are you a US Specified Person?	<input type="checkbox"/> Yes <input type="checkbox"/> No Please provide Tax Payer Id	Are you a US Specified Person?	<input type="checkbox"/> Yes <input type="checkbox"/> No Please provide Tax Payer Id
Country of Tax Residency* (Other then India)	Taxpayer Identification No.	Country of Tax Residency* (Other then India)	Taxpayer Identification No.	Country of Tax Residency* (Other then India)	Taxpayer Identification No.
1.		1.		1.	
2.		2.		2.	
Address		Address		Address	

\*Please indicate all countries in which you are a resident for tax purpose and associated Taxpayer identification number.

### DECLARATION

I have read and understood the information requirements and the Terms & Conditions mentioned in this Form (read along with FATCA & CRS instructions) and hereby confirm that the information provided by me on this Form is true, correct and complete. I hereby agree and confirm to inform Master Capital Services Ltd. for any modification to this information promptly.

For Investor convenience, Master Capital Services Ltd. (MCSL) collecting this mandatory information for updating across all Group Companies of MCSL whether you are already an investor or would become an investor in future.

I further agree to abide by the provisions of the scheme related documents inter alia provisions of FATCA & CRS on Automatic Exchange of Information (AEOI).

 (14)

.....  
Sole/First Holder Signature



.....  
Second Holder Signature



.....  
Third Holder Signature

\*For Detail Terms & Conditions please visit [www.mastertrust.co.in-Download Section](http://www.mastertrust.co.in-Download Section)

## FATCA & CRS DECLARATION (FOR NON-INDIVIDUAL)

Please tick the applicable tax resident declaration -

1. Is "Entity" a tax resident of any country other than India  Yes  No  
 (If yes, please provide country/ies in which the entity is a resident for tax purposes and the associated Tax ID number below.)

Sr. No.	Country	Tax Identification Number	Identification Type (TIN or Other*, please specify)
1.			
2.			
3.			

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

In case TIN or its functional equivalent is not available, please provide Company Identification number or Global Entity Identification Number or GIIN, etc.

In case the Entity's Country of Incorporation / Tax residence is U.S. but Entity is not a Specified U.S. Person, mention Entity's exemption code here

### PART A (to be filled by Financial Institutions or Direct Reporting NFEs)

1. We are a, Financial institution <input type="checkbox"/> (Refer 1 of Part C) or Direct reporting NFE <input type="checkbox"/> (Refer 3(vii) of Part C) (please tick as appropriate)	<b>GIIN</b> <input style="width: 100%;" type="text"/> <b>Note:</b> If you do not have a GIIN but you are sponsored by another entity, please provide your sponsor's GIIN above and indicate your sponsor's name below Name of sponsoring entity _____ _____
<b>GIIN not available</b> (please tick as applicable)	<input type="checkbox"/> <b>Applied for</b> <input type="checkbox"/> Not obtained – Non-participating FI <input type="checkbox"/> Not required to apply for - please specify 2 digits sub-category <input style="width: 50px;" type="text"/> (Refer 1 A of Part C)

### PART B (please fill any one as appropriate "to be filled by NFEs other than Direct Reporting NFEs")

1. Is the Entity a publicly traded company (that is, a company whose shares are regularly traded on an established securities market) (Refer 2a of Part C)	Yes <input type="checkbox"/> (If yes, please specify any one stock exchange on which the stock is regularly traded) Name of stock exchange _____
2. Is the Entity a related entity of a publicly traded company (a company whose shares are regularly traded on an established securities market) (Refer 2b of Part C)	Yes <input type="checkbox"/> (If yes, please specify name of the listed company and one stock exchange on which the stock is regularly traded) Name of listed company _____ Nature of relation: <input type="checkbox"/> Subsidiary of the Listed Company or <input type="checkbox"/> Controlled by a Listed Company Name of stock exchange _____
3. Is the Entity an active NFE (Refer 2c of Part C)	Yes <input type="checkbox"/> Nature of Business _____ Please specify the sub-category of Active NFE <input style="width: 50px;" type="text"/> (Mention code – refer 2c of Part C)
4. Is the Entity a passive NFE (Refer 3(ii) of Part C)	Yes <input type="checkbox"/> Nature of Business _____

### UBO Declaration (Mandatory for all entities except, a Publicly Traded Company or a related entity of Publicly Traded Company)

- Category** (Please tick applicable category):
- |   |  |   |  |
|---|--|---|--|
| <input type="checkbox"/> Unincorporated association / body of individuals | <input type="checkbox"/> Unlisted Company        | <input type="checkbox"/> Partnership Firm | <input type="checkbox"/> Limited Liability Partnership Company |
| <input type="checkbox"/> Others (please specify _____)                    | <input type="checkbox"/> Public Charitable Trust | <input type="checkbox"/> Religious Trust  | <input type="checkbox"/> Private Trust                         |

Please list below the details of controlling person(s), confirming ALL countries of tax residency / permanent residency / citizenship and ALL Tax Identification Numbers for EACH controlling person(s). (Please attach additional sheets if necessary)

Owner-documented FFI's should provide FFI Owner Reporting Statement and Auditor's Letter with required details as mentioned in Form W8 BEN E (Refer 3(vi) of Part C)



Details	UBO1	UBO2	UBO3
Name of UBO			
UBO Code (Refer 3(iv) (A) of Part C)			
Country of Tax residency*			
PAN #			
Address	Zip <input type="text"/> State: _____ Country: _____	Zip <input type="text"/> State: _____ Country: _____	Zip <input type="text"/> State: _____ Country: _____
Address Type	<input type="checkbox"/> Residence <input type="checkbox"/> Business <input type="checkbox"/> Registered office	<input type="checkbox"/> Residence <input type="checkbox"/> Business <input type="checkbox"/> Registered office	<input type="checkbox"/> Residence <input type="checkbox"/> Business <input type="checkbox"/> Registered office
Tax ID %			
Tax ID Type			
City of Birth			
Country of birth			
Occupation Type	<input type="checkbox"/> Service <input type="checkbox"/> Business <input type="checkbox"/> Others _____	<input type="checkbox"/> Service <input type="checkbox"/> Business <input type="checkbox"/> Others _____	<input type="checkbox"/> Service <input type="checkbox"/> Business <input type="checkbox"/> Others _____
Nationality			
Father's Name			
Gender	<input type="checkbox"/> Male <input type="checkbox"/> Female <input type="checkbox"/> Others	<input type="checkbox"/> Male <input type="checkbox"/> Female <input type="checkbox"/> Others	<input type="checkbox"/> Male <input type="checkbox"/> Female <input type="checkbox"/> Others
Date of Birth	DD/MM/YYYY	DD/MM/YYYY	DD/MM/YYYY
Percentage of Holding (%) §			

\* To include US, where controlling person is a US citizen or green card holder

# If UBO is KYC compliant, KYC proof to be enclosed. Else PAN or any other valid identity proof must be attached. Position / Designation like Director / Settlor of Trust / Protector of Trust to be specified wherever applicable.

¶ In case Tax Identification Number is not available, kindly provide functional equivalent

§ Attach valid documentary proof like Shareholding pattern duly self attested by Authorized Signatory / Company Secretary

### DECLARATION

I have read and understood the information requirements and the Terms & Conditions mentioned in this Form (read along with FATCA & CRS instructions) and hereby confirm that the information provided by me on this Form is true, correct and complete. I hereby agree and confirm to inform Master Capital Services Ltd. for any modification to this information promptly.


For Investor convenience, Master Capital Services Ltd. (MCSL) collecting this mandatory information for updating across all Group Companies of MCSL whether you are already an investor or would become an investor in future.

I further agree to abide by the provisions of the scheme related documents inter alia provisions of FATCA & CRS on Automatic Exchange of Information (AEOI).

Name	
Designation	

 (15)  
 \_\_\_\_\_  
**Sole/First Authorised Signatory**

 \_\_\_\_\_  
**Second Authorised Signatory**

 \_\_\_\_\_  
**Third Authorised Signatory**

Place \_\_\_\_\_

\*For Detail Terms & Conditions please visit [www.mastertrust.co.in-Download Section](http://www.mastertrust.co.in-Download Section)

Date \_\_\_/\_\_\_/\_\_\_\_\_





**REGISTRATION OF POWER OF ATTORNEY**

From

\_\_\_\_\_  
\_\_\_\_\_

To,

**Master Capital Services Limited**

(DP Division)

C-56, Sector-63, Noida-201301

Dear Sirs,

**Sub : Registration of Power of Attorney in favour of Master Portfolio Services Limited to operate Beneficiary Account to be opened under the account opening form number : .....**

I/we have entered into a Portfolio Management Services Agreement with Master Portfolio Services Limited (hereinafter MPSSL/POA Holder) for availing of discretionary portfolio management services and also have submitted documents for opening of Demat account under above application number with you . Pursuant to the terms of the said Agreement, I/we also have granted an irrevocable power of the attorney to MPSSL to operate my/our Demat Account so opened.

I/we request you to take on record the said Power of Attorney and allow my/our POA Holder to operate my/our above Demat account as per the terms of the said Power of Attorney.

I/we hereby confirm that the POA Holder shall have absolute discretion to operate the said account on my/our behalf. Accordingly, I/we authorize you to act on the instructions received from the POA Holder and you shall stand discharged from your obligation by acting in accordance with the instructions of the POA Holder.

I/we hereby confirm that I/we will not give / issue any instruction for the operation of the said Demat account and the POA Holder alone shall have the powers to operate the account. I/we further confirm that you shall have the full rights to reject any such operating instructions and / or other related instructions received from me/us in this regard during the subsistence of this POA.


If I/We intend to revoke the POA, I/we shall give atleast 15 (Fifteen) days notice of revocation of POA in writing to you alongwith a **NO OBJECTION CERTIFICATE (NOC) from the POA Holder stating that all the obligations due to the POA Holder is duly discharged by me/us and the POAHolder has no objection to the revocation of the said POA** and I/we acknowledge and understand that you shall register/ update the said revocation in your system in due course during the working hours on a working day only following the receipt of such notice . You shall not be responsible for any consequences arising due to operation of the said account pending registration of revocation of POA.

Further, I/we request you to register the correspondence address as C/o Master Portfolio Services Limited, 1012, 10th Floor, Arunachal Building, Barakhamba Road, New Delhi-110001 .

I/we request you to kindly register the POA in your records and request you to dispatch all the relevant deliverables necessary for operation of the account to the following address:

Master Portfolio Services Limited,  
1012, 10th Floor, Arunachal Building,  
Barakhamba Road, New Delhi-110001

Thanking you,  
Sincerely Yours

 \_\_\_\_\_

(Signature of the Account Holder(s))



## POWER OF ATTORNEY

To ALL TO WHOM THESE PRESENTS SHALL COME, I/We an individual/ a sole proprietary concern/a partnership firm/a HUF/ a body corporate/a trust or any other legal entity registered/incorporated under the provisions of relevant act, whose particulars are given hereunder at the execution page ( hereinafter referred to as "Client" which expression shall, unless it be repugnant to the meaning or context thereof, be deemed to mean and include my/our heirs, executors, administrators, permitted assigns, and legal representatives/the partners for the time being of the said firm, the survivor or survivors of them and their respective heirs, executors, administrators of the partners, successors in title, trustees of a Trust and their successors, member of the governing body and any new members elected appointed or co-opted as the case may be of a society, having resident/office at the place mentioned at the execution page (residence address for individuals, office address for proprietorship , partnership and HUF and registered office for companies, trusts and societies)), DO SEND GREETINGS;

WHEREAS, Master Portfolio Services Limited, a company incorporated under the companies Act, 1956 (1 of 1956) and having its registered office at 704, 7th Floor, Sears Tower, Opp. Just Dial Tower, Panchvati To Gulbai Tekra Road, Ahmedabad, Gujarat-380009, (hereinafter referred to as MPSSL)

WHEREAS I/ We am/are availing/desirous of availing DISCRETIONARY PORTFOLIO MANAGEMENT SERVICES offered by MPSSL.

WHEREAS:

1. By a Discretionary Portfolio Management Services Agreement dated (\_\_\_\_\_) (hereinafter referred to as "the PMS Agreement" executed between MPSSL and the Client, the content of which the Client hereby confirm and testifies, the Client has thus appointed MPSSL to render Portfolio Management Services in accordance with the terms and conditions mentioned therein.
2. Under the PMS Agreement, MPSSL has agreed to provide Discretionary Portfolio Management in respect of money and Securities of the client which form the Subject matter of the PMS Agreement (hereinafter collectively referred to "Assets") on the terms and conditions and for the consideration set out therein.
3. Pursuant to the terms of the PMS Agreement, the Client desires to execute and deliver to MPSSL a power of attorney authorizing MPSSL or any person appointed by MPSSL in this Behalf to do various act on behalf of the Client.

NOW KNOW YE ALL MEN THAT I/We, do hereby jointly and severally nominate, constitute and appoint MPSSL or such other persons or persons as may be appointed in this behalf by MPSSL from time to time to be my/our true and lawful attorney(s) (hereinafter "MPLS" )in the name of and on my/our behalf either as an executor, administrator or trustee to do all or any of the following acts, deeds, matters and things:

1. To do all such acts and execute all such writings as MPSSL may in its absolute discretion consider necessary or advisable for the purpose of rendering discretionary Portfolio Management Service in terms of the PMS Agreement including, without limitation:
  - (i) Opening, operating and freezing of bank and demat accounts including in the name of the Client and issuing such other instructions relating to the accounts (including accounts in the name of the client) including closure of the accounts if deemed necessary or expedient for one or more bank accounts and/one or more depository accounts;
  - (ii) Purchasing subscribing to or otherwise acquiring or investing in or otherwise dealing with Securities (as



defined hereinafter including equity shares, derivatives, preference shares, debentures, bonds issued by any corporate, government, municipal bodies and units of mutual funds and paying the consideration for the same;

- (iii) Selling, redeeming, transferring or otherwise dealing with or disposing of Securities held by the Client and forming part of the Assets and receiving consideration for the same on the Client's behalf;
  - (iv) Holding money and/or Securities in the name of the Client or MPSL or any custodian, nominee or agent of the Client or of MPSL as MPSL consider appropriate;
  - (v) Appointing brokers, sub-brokers, custodians and other service providers in relation to the Discretionary Portfolio Management Services and entering into Agreements with them executing such applications, forms, declarations, Agreements, indemnities, documents and other writings as may be necessary;
  - (vi) Receiving dividend, interest and other accretions and amounts in respect of the assets forming part of the Portfolio and giving effective receipts and discharges thereof;
  - (vii) Paying all amounts (including any calls) required to be paid in connection with the Discretionary Portfolio Management Services and/or the Agreement including MPSL's fees for the Portfolio Management Services and expenses incurred for or in connection with rendering Discretionary Portfolio Management Services;
  - (viii) Dematerializing physical Securities and rematerializing dematerialized Securities;
  - (ix) Filling and executing such forms applications and other writings as MPSL may, in its sole discretion, deem fit.
- (2) Generally to attend to and act in all discretionary action or deeds in connection with the sale I purchase instructions, transfer, delivery and other dealings in connection with the Securities, monies and other Assets held in my /our name including to demand and receive all debts, sums of money, interest, dividend and dues of whatsoever nature or kind relating to the above Securities.
- (3) To make necessary application(s) on behalf of the Client to any Government, Quasi government or local authorities in India including Securities and Exchange Board of India and Reserve Bank of India for or incidental to purchase, sales, transfer of, or holding and I or continuing to hold shares, debentures, units of a scheme of a mutual fund, government and other Securities, derivatives, units, deposits, bonds, certificate of deposit, commercial paper, participation certificates, bills, options, notes, warrants and other Securities, instruments and investment whatsoever (as issued by any person, including any incorporated or unincorporated entity, (the "Securities") and to represent the Client in all respects before such authority or authorities and establish the ownership of the said Securities in the name of the Client,
- (4) To hold, or appoint any custodian or other person to hold, any Securities in such manner as MPSL may consider appropriate;
- (5) To deal with Assets, invest money in Securities, sell, redeem or liquidate Securities or otherwise disinvest or change Securities or exercise any rights in respect of any Securities or renounce any entitlements (including, without limitation, rights entitlements) in such manner as MPSL may in its absolute and unrestricted discretion consider appropriate without being required to give any notice to, or take any approval of the Client;
- (6) To take any and all decisions concerning the Discretionary Portfolio Management of the Assets in the absolute and unfettered discretion of MPSL;
- (7) To enter into transactions on behalf of the Client for the specific purpose of meeting margin requirements;
- (8) To correspond with and enter into such agreements on behalf of the Client with such persons (including, without limitation, stock-brokers, custodians of Securities, banks, depositories, depository participants, mutual funds and asset management companies) as MPSL considers appropriate;

- (9) To appropriate the amounts payable to the Client or to any person appointed by MPSL from the Assets and for this purpose sell or otherwise liquidate Securities or any part thereof;
- (10) To execute all papers, deeds, writings, matters and things, to enter into and execute contracts of sales / purchase of Securities, to transfer, accept, collect, preserve, store, assign, endorse or otherwise deliver and acknowledge, whether absolutely or partly, any money or Securities (including the full or any part of the beneficial or legal or other interest held by the Client in any Securities) whatsoever;
- (11) To open and operate accounts of the Client with stockbrokers designated by MPSL from time to time;
- (12) To disclose the identity of the Client to the issuer of Securities or to the agents of such issuer or to any government body upon the request of such issuer without further consent from the Client;
- (13) To receive and hold for the Clients account any capital arising out of or in connection with the Assets whether as a result of its being reduced or redeemed or capitalization of reserves or otherwise becoming payable (other than at the option of the holder thereof) and credit the same to the concerned account;
- (14) To deliver Securities and receive payment or other or more definitive Securities there against as per the rules, regulations, bye-laws, customs, usage and procedures of the stock exchange where the trade has been executed, including in respect of Securities that are mature or called, redeemed or retired;
- (15) To apply for primary market issues;
- (16) Apply for investments in and redemptions from mutual fund;
- (17) For the purpose of discharging any of its duties, obligations and functions under this Power of Attorney, MPSL may act through any of its officers, employees or representatives or any custodian or other persons specifically authorized by MPSL and may from time to time delegate the performance of all or any of its duties, discretions, obligations, power and authorities hereunder to any of its officers, employees or representatives or any custodian or other persons specifically authorized by MPSL and revoke such delegation as MPSL in its discretion thinks fit;
- (18) To sign and execute application forms and such other documents as may be necessary for and accept allotment of any of the shares and or Securities above referred in any such company or corporation upon receipt of proper instructions;
- (19) To demand and receive On behalf of the Client all interest and dividend due or to accrue on all or any debt or Securities above referred in any such company or corporation upon receipts of proper instructions;
- (20) To collect, receive, hold all the funds, asset Securities of all kinds as aforesaid for the purposes of safe keeping and credit the same to a separate account in a bank or otherwise and to deposit the bearer Securities for the purpose of providing the safe keeping thereof;
- (21) To open, operate and to give delivery instruction slip (DIS) pertaining to market/off market/inter depository transactions and also instructions relating to pledge creation and closure and to do all such other things that may be required in the course of business relating to opening and operation of demat account;
- (22) To attend and vote or appoint any person to attend and vote as our proxy at any meetings of issuers of Securities and / or its creditors and to effect, sanction or oppose any exercise or modifications of rights relating to the same;
- (23) To do and perform and execute all such other acts, deeds, instruments, matters and things for and on behalf of the Client as may be necessary, proper, convenient or expedient; This Power of Attorney will be in full force and effect till (i) it is revoked by the Client with the consent of MPSL; or (ii) the PMS Agreement terminates, whichever is earlier. The Client hereby ratifies



and confirm and covenant for itself and its heirs / Its successors and assigns to ratify and confirm and covenant all and whatsoever has been or shall be lawfully done in the premises by virtue of these presents, including in such ratification and confirmation whatever shall be done between the time of the revocation by any other means of these presents and the time of such revocation becoming known to the Portfolio Manager. Any person not being aware of the revocation of this Power of Attorney, shall be entitled to rely upon this Power of Attorney as being valid and subsisting; and any person shall be entitled to rely upon a certificate from MPSL (or any person nominated in this behalf by MPSL) as to the validity and subsistence of this Power of Attorney and such certificate shall be binding upon and shall not be challenged by the Client. And I/We do hereby confirm that all the powers hereby conferred may be exercised by any senior officer/s or manager/s of the said attorney who is/are duly authorised by the Board of Directors of the said attorney by name and/or by designation from time to time and acting for and in the name of MPSL. And I/We further agree to indemnify and keep indemnified and hold harmless MPSL and its, officers, directors and employees as authorised by the Board of Directors as above from any and all reasonable costs, liabilities and expenses resulting directly or indirectly from all lawful actions and in accordance with proper instructions where required.

I/we hereby agree that all acts, deeds and things lawfully done, executed and performed by MPSL shall be construed as acts and things done, executed and performed by me/us and I/we undertake to ratify and confirm all and whatever MPSL shall lawfully do or cause to be done by me/us by virtue of the powers hereby conferred.

The powers granted herein together with this power of attorney shall be valid and effective only upon acceptance of the grant by MPSL, in whose favour the same is granted.

This document shall be subject to the exclusive jurisdiction of the courts of law at the place of acceptance of this Power of Attorney by MPSL.

IN WITNESS WHEREOF I/We, the above named has hereunto set my/our hands this..... day of ..... two thousand .....at .....

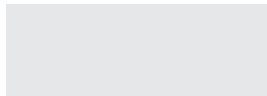
Witness

Executants

Accepted

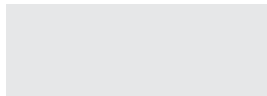
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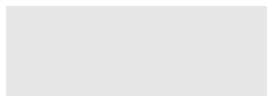
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(signature of Attorney holder-MPSL)

3.

3. 



**FORMAT OF THE RESOLUTION (on the Letter Head of the Entity)**

Extracts of the Board Resolution passed by the Board of Directors in their Board Meeting held at ..... dated.....

Resolved that Mr./Ms. .... and Mr. / Ms. .... be and are hereby severally / jointly authorized to invest upto Rs..... way of cheque/DD/Securities/electronic transfer in the Portfolio Management Services (PMS) provided by Master Portfolio Services Limited.

Further resolved that the above persons are also severally / jointly authorized to give all necessary instructions and sign all relevant documents and forms in connection with the said investment including dis-investments as would be feasible and to subscribe to subsequent drawdown notices issued as per the terms of the portfolio disclosure documents and client agreement.

Further resolved that the above persons are also severally / jointly authorized to open and operate a demat account in the name of the company with Master Capital Services Limited and also authorized to sign a Power of Attorney in favour of Master Portfolio Services Limited and or ICICI Bank Ltd. to operate the said Demat account on behalf of the company for the purpose of the investments in the above mentioned PMS offering of Master Portfolio Services Limited.

Resolved that a copy of this resolution be handed over to the concerned organization for operational purposes. The signatures of the authorized persons are appended hereunder as are also contained in the accompanying authorised signatories list with names & photographs of the signatories duly signed by them and authorised by the Company Secretary / Managing Director under his / her stamp & Company seal.

.....  
(Authorized Signatory)

.....  
(Authorized Signatory)

For ..... Co.  
Company Secretary / Managing Director  
(Under respective stamp)

**FORMAT OF THE PARTNERS DECLARATION (on the Letter Head of the Firm)**

**To whomsoever it may concern**

We, the partners of ..... hereby authorise ..... and ..... Partners, individually to negotiate and finalise the terms and conditions and execute agreements and completing the formalities for the purposes of undertaking the Portfolio Management Services(PMS) of Master Portfolio Services Limited (Portfolio Manager).

We further authorize the portfolio manager to manage our portfolio on a discretionary basis and take all investments decisions in accordance with the Portfolio Management Agreement executed for the said purpose. The above mentioned partners are also authorised to give necessary instructions to open a demat account with Master Capital Services Limited and sign all relevant documents for opening and operating the accounts on behalf of the partnership firm. Further, the above mentioned partners are also authorised to give necessary authority to Master Portfolio Services Limited and or ICICI Bank Limited to operate the demat account opened for the purpose of the above investment.

**Name of the Partner**

**Signature**

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

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







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Write to us at **helpdesk@mastertrust.co.in**

**SMS MASTER to 56767**

[www.mastertrust.co.in](http://www.mastertrust.co.in)