



**PORTFOLIO MANAGEMENT SERVICES  
&  
DEMAT ACCOUNT OPENING FORM**

**HEDGE EQUITIES LIMITED**

(Portfolio Manager & Depository Participant)

SEBI Regn No. PMS - INP000003476 | CDSL - IN-DP-CDSL-471-2008

Regd Office at : B/302, Trade Square, Mehra Compound, Sakinaka Kurla Road, Andheri (E), Mumbai-400 072

Corp Office at : Hedge House, Mamangalam, Kochi, Kerala 682025

Email us @ pms@hedgeequities.com / Log on to www.hedgeequities.com

And

Mr./Mrs./Ms. ....

Dated this ..... day of ..... Year.....

FOR OFFICE USE ONLY

PMS Account No.  
.....




DEMAT Account No.

12057300 .....

# Checklist for PMS / Demat A/c Opening Form

Client(s) has to sign at all places marked

1<sup>st</sup> ..... 2<sup>nd</sup> ..... 3<sup>rd</sup> Holder(s)  


- Read the form carefully and in case of any queries contact the concerned officials
- Please fill up the form in BLOCK letters
- Please write the name of Applicant as appears in PAN site
- Please countersign if any over writing
- Information tendered herein shall be kept confidential unless required by the Exchange/SEBI or any statutory body or authority or except with the express permission of client
- Original documents of the photocopies will be required for verification at the time of submission of the application
- Proof of Identity : PAN Card
- Proof of Address: (Photocopy of any one of the following) : Voter ID/Valid Passport/Valid Driving License/Ration Card/Telephone Bill (not more than three months old (Mobile bills are not accepted)/Bank Passbook/Latest statement (not more than three months old)
- Proof of Bank : (anyone of the following) Copy of cancelled personalised cheque with MICR & IFSC / Bank Statement (Certified True Copy) or Bank Statement (Certified True Copy) or Letter from Banker with Seal & Signature
- Proof of Demat : Client Master Report issued by the DP with seal & signature of the official/recent holding statement containing the demat account number, name of the holder, status & sub status
- Financial details : (anyone)
  - Copy of ITR acknowledgement
  - In case of salary income - Salary Slip, Copy of Form 16
  - Copy of demat account holding statement.
  - Any other relevant documents substantiating ownership of assets.
  - Copy of Annual Accounts
  - Net worth certificate
  - Bank account statement for last 6 months
  - Self declaration with relevant supporting documents.

## Introducer Details:

Name of the Introducer: ..... Code : ..... PAN : .....

Status : Sub Broker  Remiser  Authorised Person  Existing Client  Others  (specify) .....

I have met Mr./Mrs/Ms. .... in person and hereby confirm the identity and address as given in the form which has been filled in my presence.

Signature of Introducer : .....

Name of the Branch Manager: ..... Employee Code : ..... Signature : .....

## FOR HEAD OFFICE USE ONLY

Documents Verified by : ..... Date : ...../...../..... Signature : .....

A/c Op Maker : ..... Date : ...../...../..... Signature : .....

A/c Op Checker : ..... Date : ...../...../..... Signature : .....

**Know Your Client (KYC)  
Application Form (For Individuals Only)**



Application No. :

PLEASE FILL IN ENGLISH AND IN BLOCK LETTERS

Sole / Joint First Holder

**A. Identity Details (please see guidelines overleaf)**

1. Name of Applicant (As appearing in supporting identification document).

Name

Father's/Spouse Name

2. Gender  Male  Female B. Marital status  Single  Married C. Date of Birth   /   /

3. Nationality  Indian  Other (Please specify) \_\_\_\_\_

4. Status Please tick (✓)  Resident Individual  Non Resident  Foreign National (Passport Copy Mandatory for NRIs & Foreign Nationals)

5. PAN  Please enclose a duly attested copy of your PAN Card

Aadhaar Number, if any: \_\_\_\_\_

6. Proof of Identity submitted for PAN exempt cases Please Tick (✓)

UID (Aadhaar)  Passport  Voter ID  Driving Licence  Others  (Please see guideline 'D' overleaf)

**PHOTOGRAPH**

Please affix the recent passport size photograph and sign across it

(1/27)

**B. Address Details (please see guidelines overleaf)**

1. Address of Residence/Correspondence

City / Town / Village  Pin Code   
State  Country

2. Contact Details

Tel. (Off.) (ISD) (STD)    Tel. (Res.) (ISD) (STD)     
Mobile (ISD) (STD)   Fax (ISD) (STD)     
E-Mail Id.

3. Proof of address to be provided by Applicant. Please submit ANY ONE of the following valid documents & tick (✓) against the document attached.

Passport  Ration Card  Registered Lease/Sale Agreement of Residence  Driving License  Voter Identity Card  \*Latest Bank A/c Statement/Passbook  
 \*Latest Telephone Bill (only Land Line)  \*Latest Electricity Bill  \*Latest Gas Bill  Others (Please specify) \_\_\_\_\_

\*Not more than 3 Months old. Validity/Expiry date of proof of address submitted   /   /

4. Permanent Address of Resident Applicant if different from above B1 OR Overseas Address (Mandatory) for Non-Resident Applicant

City / Town / Village  Pin Code   
State  Country

5. Proof of address to be provided by Applicant. Please submit ANY ONE of the following valid documents & tick (✓) against the document attached.

Passport  Ration Card  Registered Lease/Sale Agreement of Residence  Driving License  Voter Identity Card  \*Latest Bank A/c Statement/Passbook  
 \*Latest Telephone Bill (only Land Line)  \*Latest Electricity Bill  \*Latest Gas Bill  Others (Please specify) \_\_\_\_\_

\*Not more than 3 Months old. Validity/Expiry date of proof of address submitted   /   /

6. Any other information: \_\_\_\_\_

**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.

Place:

Date:

**SIGNATURE OF APPLICANT**

(2/27)

**FOR OFFICE USE ONLY**

IPV Done  on   /   /

AMC/Intermediary name OR code \_\_\_\_\_  
 (Originals Verified) Self Certified Document copies received  
 (Attested) True copies of documents received  
Main Intermediary \_\_\_\_\_

Name of the Organisation  
Name of Person doing IPV  
Designation / Employee Code  
Date of IPV / Document Verification  
Date of PAN Verification with IT Site  
Signature of the person

Seal / Stamp of the intermediary

## ADDITIONAL BANK ACCOUNT DETAILS FOR PMS & DEMAT ACCOUNTS

Bank Name : ..... Bank Address : .....

Bank A/c No : ..... MICR : ..... IFS Code.....

Account Type (Tick which is applicable) : Savings / Current / NRI / NRE / NRO / Others (Specify).....

### For NRI CLIENTS

Date of Issue 

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

PIS Permission No : ..... PIS Validity Date 

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

Bank Name : ..... Bank Address : .....

Bank A/c No : ..... MICR : ..... IFSC No : .....

## GROSS ANNUAL INCOME (Please tick which is applicable)

Income range per annum:  Below Rs 1 Lac  1-5 Lac  5-10 Lac  10-25 Lac  >25 Lacs

Net-worth ..... Net-worth as on (date)..... (Net worth should not be older than 1 year)

Occupation (please tick any one and give brief details):

Private Sector  Public Sector  Government Service  Business  Professional  
 Agriculturist  Retired  Housewife  Student  Others (Specify).....

Occupation Details : .....

Please Tick, If applicable :  Politically Exposed Person (PEP)  Related to Politically Exposed Person (RPEP)

Any other information : .....

## DEMAT ACCOUNT RELATED DETAILS

Depository : CDSL  NSDL  BO Name : .....

DP Name : ..... DP ID : ..... Client ID : .....

## MODE OF INVESTMENT

Investment Product Name : ..... Name of Investment Plan : Fortune Bull  Fortune Falcon

Fortune Dolphin  Fortune Canine  Fortune Puma  Fortune Owl

Cheque Initial Investment Amount in figures (Rs) : .....

Securities in words : .....

Both

Cheque / DD No : ..... Cheque / DD Date : ..... Drawn on (Bank Name) : .....

And / Or

By securities as per attached Annexure worth (in figures)..... in words : .....

## INVESTMENT PROFILE

Investment Experience :  Below 3 Years  3 - 5 Years  Above 5 Years

Investment Goals :  Capital Appreciation  Regular Income  Capital Appreciation & Regular Income

Market Value of Portfolio held :  Below 10 Lakhs  10 - 25 Lakhs  25 - 50 Lakhs  Above 50 Lakhs

Risk Tolerance :  Low  Medium  High

Time Period of investment with the Portfolio Manager : .....Year(s)

Type of service selected Under discretionary PMS :  Pool  Non Pool

Investment Horizon :  Long Term  Medium Term  Short Term

# Know Your Client (KYC) Application Form (For Individuals Only)

PLEASE FILL IN ENGLISH AND IN BLOCK LETTERS

## Joint Second Holder



Application No. :

### A. Identity Details (please see guidelines overleaf)

1. Name of Applicant (As appearing in supporting identification document).

Name

Father's/Spouse Name

2. Gender  Male  Female    B. Marital status  Single  Married    C. Date of Birth 



 / 



 /

3. Nationality  Indian  Other (Please specify) \_\_\_\_\_

4. Status Please tick (✓)  Resident Individual  Non Resident  Foreign National (Passport Copy Mandatory for NRIs & Foreign Nationals)

5. PAN 



 Please enclose a duly attested copy of your PAN Card

Aadhaar Number, if any: \_\_\_\_\_

6. Proof of Identity submitted for PAN exempt cases Please Tick (✓)

UID (Aadhaar)  Passport  Voter ID  Driving Licence  Others 



 (Please see guideline 'D' overleaf)

**PHOTOGRAPH**

Please affix  
the recent passport  
size photograph and  
sign across it

(1/27)

### B. Address Details (please see guidelines overleaf)

1. Address of Residence/Correspondence



City / Town / Village 



 Pin Code

State 



 Country

2. Contact Details

Tel. (Off.)	(ISD)	(STD)		Tel. (Res.)	(ISD)	(STD)
Mobile	(ISD)	(STD)		Fax	(ISD)	(STD)
E-Mail Id.	<table border="1" style="width: 100%; height: 20px;"></table>					

3. Proof of address to be provided by Applicant. Please submit ANY ONE of the following valid documents & tick (✓) against the document attached.

Passport  Ration Card  Registered Lease/Sale Agreement of Residence  Driving License  Voter Identity Card  \*Latest Bank A/c Statement/Passbook  
 \*Latest Telephone Bill (only Land Line)  \*Latest Electricity Bill  \*Latest Gas Bill  Others (Please specify) \_\_\_\_\_

\*Not more than 3 Months old. Validity/Expiry date of proof of address submitted 



 / 



 /

4. Permanent Address of Resident Applicant if different from above B1 OR Overseas Address (Mandatory) for Non-Resident Applicant



City / Town / Village 



 Pin Code

State 



 Country

5. Proof of address to be provided by Applicant. Please submit ANY ONE of the following valid documents & tick (✓) against the document attached.

Passport  Ration Card  Registered Lease/Sale Agreement of Residence  Driving License  Voter Identity Card  \*Latest Bank A/c Statement/Passbook  
 \*Latest Telephone Bill (only Land Line)  \*Latest Electricity Bill  \*Latest Gas Bill  Others (Please specify) \_\_\_\_\_

\*Not more than 3 Months old. Validity/Expiry date of proof of address submitted 



 / 



 /

6. Any other information: \_\_\_\_\_

### DECLARATION

### SIGNATURE OF APPLICANT

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.

Place:

Date:

(2/27)

### FOR OFFICE USE ONLY

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 / 



 /

AMC/Intermediary name OR code \_\_\_\_\_

(Originals Verified) Self Certified Document copies received

(Attested) True copies of documents received

Main Intermediary \_\_\_\_\_

Name of the Organisation
Name of Person doing IPV
Designation / Employee Code
Date of IPV / Document Verification
Date of PAN Verification with IT Site
Signature of the person

Seal / Stamp of the intermediary

**Know Your Client (KYC)  
Application Form (For Individuals Only)**



Application No. :

PLEASE FILL IN ENGLISH AND IN BLOCK LETTERS

**Joint Third Holder**

**A. Identity Details (please see guidelines overleaf)**

1. Name of Applicant (As appearing in supporting identification document).

Name

Father's/Spouse Name

2. Gender  Male  Female    B. Marital status  Single  Married    C. Date of Birth

3. Nationality  Indian  Other (Please specify) \_\_\_\_\_

4. Status Please tick (✓)  Resident Individual  Non Resident  Foreign National (Passport Copy Mandatory for NRIs & Foreign Nationals)

5. PAN 



 Please enclose a duly attested copy of your PAN Card  
Aadhaar Number, if any: \_\_\_\_\_

6. Proof of Identity submitted for PAN exempt cases Please Tick (✓)  
 UID (Aadhaar)  Passport  Voter ID  Driving Licence  Others \_\_\_\_\_ (Please see guideline 'D' overleaf)

**PHOTOGRAPH**

Please affix the recent passport size photograph and sign across it

(1/27)

**B. Address Details (please see guidelines overleaf)**

1. Address of Residence/Correspondence



City / Town / Village \_\_\_\_\_ Pin Code \_\_\_\_\_  
State \_\_\_\_\_ Country \_\_\_\_\_

2. Contact Details

Tel. (Off.) (ISD) (STD)	Tel. (Res.) (ISD) (STD)
Mobile (ISD) (STD)	Fax (ISD) (STD)
E-Mail Id.	

3. Proof of address to be provided by Applicant. Please submit ANY ONE of the following valid documents & tick (✓) against the document attached.  
 Passport  Ration Card  Registered Lease/Sale Agreement of Residence  Driving License  Voter Identity Card  \*Latest Bank A/c Statement/Passbook  
 \*Latest Telephone Bill (only Land Line)  \*Latest Electricity Bill  \*Latest Gas Bill  Others (Please specify) \_\_\_\_\_  
\*Not more than 3 Months old. Validity/Expiry date of proof of address submitted

4. Permanent Address of Resident Applicant if different from above B1 OR Overseas Address (Mandatory) for Non-Resident Applicant



City / Town / Village \_\_\_\_\_ Pin Code \_\_\_\_\_  
State \_\_\_\_\_ Country \_\_\_\_\_

5. Proof of address to be provided by Applicant. Please submit ANY ONE of the following valid documents & tick (✓) against the document attached.  
 Passport  Ration Card  Registered Lease/Sale Agreement of Residence  Driving License  Voter Identity Card  \*Latest Bank A/c Statement/Passbook  
 \*Latest Telephone Bill (only Land Line)  \*Latest Electricity Bill  \*Latest Gas Bill  Others (Please specify) \_\_\_\_\_  
\*Not more than 3 Months old. Validity/Expiry date of proof of address submitted

6. Any other information: \_\_\_\_\_

**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.

Place: \_\_\_\_\_ Date: \_\_\_\_\_ (2/27)

**SIGNATURE OF APPLICANT**

**FOR OFFICE USE ONLY**

IPV Done  on

AMC/Intermediary name OR code \_\_\_\_\_

(Originals Verified) Self Certified Document copies received

(Attested) True copies of documents received

Main Intermediary \_\_\_\_\_

Name of the Organisation
Name of Person doing IPV
Designation / Employee Code
Date of IPV / Document Verification
Date of PAN Verification with IT Site
Signature of the person

Seal / Stamp of the intermediary

## INFORMATION IN RELATION TO THE PREVENTION OF MONEY LAUNDERING ACT, 2002

### Fund Details

Do you intend to invest in the stock market with : Own Funds  Borrowed Funds

If Borrowed Funds, then please specify Sources of funds :

Source	Amount in Rs.
1.	
2.	

Please give details of any action taken by SEBI/Stock Exchanges/any other authority for violation of securities laws/other economic offences

I/We hereby submit that I/We will immediately inform Hedge Equities Limited in case I/We am/are convicted under any grounds or any action is taken against me/us by any authority

## DEFINITIONS OF RISK PROFILE

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

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

**Risk Profile – Moderate:** This is suited for investors with average risk appetite who are willing to expose a meaningful portion of their portfolio to asset classes with higher prevalent risk to generate potential higher returns than the "Conservative Portfolio". This can expose the principal invested to a higher risk than "Conservative Portfolio".

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

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

I/We hereby understand that my/our risk profile is/are

Very Conservative  Conservative  Moderate  Aggressive  Very Aggressive

and I/We take complete responsibility and liability of my/our investment and my/our investment decision is not influenced by any sales promotion or promise of returns whatsoever.

### DECLARATION

1. 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.

2. I/We have read and understood the Disclosure document Dated ...../...../.....relating to Portfolio Management Service provided by you. The above said Document was received by me/us at least two days before entering into the Portfolio Management Services Agreement.



..... (3/27)  
Signature of First Holder



..... (3/27)  
Signature of Second Holder



..... (3/27)  
Signature of Third Holder

**NOMINATION DETAILS FOR PMS & DEMAT ACCOUNT [Please Tick whichever is applicable ]**

I / We the sole holder / Joint holders hereby declare that:

I / We do not wish to nominate any one for this PMS/ Demat account.

I / We nominate the following person who is entitled to receive securities/funds/ balances/ lying in my / our PMS/ Demat account, particulars whereof are given below, in the event of my / our death

Name of Nominee: .....

Address : .....Pin : .....

E-mail ID : ..... Date of Birth 

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

Relationship with the applicant..... PAN : .....UID : .....




As the nominee is a minor as on date, to receive the securities/ amount in this account on behalf of the nominee in the event of the death of the sole holder / all holders, I/We appoint the following person to act as guardian

Name of Guardian .....

Address : .....Pin : .....

E-mail ID : ..... Age & Date of Birth .....

Relationship of Guardian with nomine..... PAN : ..... UID : .....

 ..... (4/27)       ..... (4/27)       ..... (4/27)  
Signature of First Holder      Signature of Second Holder      Signature of Third Holder

This nomination shall supersede any prior nomination made by me / us and also any testamentary document executed by me / us.

Witness In Case Of Nomination

Note : Two witnesses shall attest signature(s) / thumb impression(s)

Name : ..... Name : .....  
Address : ..... Address : .....  
.....Signature : ..... Signature : .....

Nomination accepted and registered wide Registration No..... dated .....  
For Hedge Equities Limited.

Authorised Signatory

**LETTER FROM CLIENT FOR RECEIPT OF STATEMENTS, REPORT, DOCUMENTS VIA EMAIL**

To

Hedge Equities Limited, Hedge House, Mamangalam, Kochi Kerala 682025

Dear Sir/Madam,

I/We hereby consent to receive all statements, reports, bills, circulars, amendments and other correspondence as may be issued by Hedge Equities Limited in respect of my PMS/Demat Account(s) at the email ID mentioned in KRA KYC of the sole/first joint Holder, which email id has been generated by me/us

I /We further hereby agree that Hedge Equities Ltd shall fulfill the legal obligation, if the above statement(s) are sent electronically to my/our email ID in electronic form duly authenticated by means of a digital signature as specified in the Information Technology Act 2000 and the rules made there under. I/We further agree that you shall not be responsible for the non receipt of the electronic statement of transactions/holdings/ confirmations / account statements/ bills or other reports, Statement(s) related circulars, notices, amendments and such other correspondence, due to any change in/incorrect e-mail id/Correspondence address not intimated to you in writing. I/We agree that any change in email id / or any other instruction shall be communicated by me/us through a physical letter to the Portfolio Manager/depository participant.

 ..... (5/27)       ..... (5/27)       ..... (5/27)  
Signature of First Holder      Signature of Second Holder      Signature of Third Holder



## DEMAT ACCOUNT RELATED ADDITIONAL DETAILS

(To be filled by DP) ( DP Internal Reference)

DP ID : 12057300      Client ID :      Date :

**I / We request you to open a demat account in my / our name as per the following details (to be filled by the applicant in BLOCK LETTERS in English)**

Name of 1 <sup>st</sup> /Sole Holder	PAN <input style="width: 100%;" type="text"/>
Name of 2 <sup>nd</sup> Holder	PAN <input style="width: 100%;" type="text"/>
Name of 3 <sup>rd</sup> Holder	PAN <input style="width: 100%;" type="text"/>

### Type of Account (please tick whichever is applicable)

Status	Sub-Status
<input type="checkbox"/> Individual	<input type="checkbox"/> Individual Resident PMS <input type="checkbox"/> Individual Resident PMS Negative Nomination <input type="checkbox"/> Others (Specify :.....)
<input type="checkbox"/> NRI	<input type="checkbox"/> NRI Repatriable PMS <input type="checkbox"/> NRI Non-Repatriable PMS <input type="checkbox"/> Others (Specify :.....)

Name\*

In case of firms, Association of Persons (AOP), Partnership Firm, Unregistered Trust, etc., although the account is opened in the name of the natural persons, the name of the Firm, Association of Persons (AOP), Partnership Firm, Unregistered Trust, etc, should be mentioned above.

### Standing Instruction

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
Account Statement Requirement	<input type="checkbox"/> Daily <input type="checkbox"/> Weekly <input type="checkbox"/> Fortnightly <input type="checkbox"/> Monthly <input type="checkbox"/> As per SEBI regulation
I / we wish to receive dividend/interest directly into my / our Bank Account 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
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)	<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
I / We request you to send electronic transaction cum holding statement at the email ID mentioned in KRA of the first Holder	<input type="checkbox"/> Yes <input type="checkbox"/> No

<b>Easi</b>	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/her ISIN balances, Transactions and values of the portfolio online		
Transactions using Secured Texting Facility (Trust). Refer to Terms & Conditions Annexure 2.6	I/ We wish to avail the TRUST facility using the Mobile number registered for sms alert facility. I have read an understood the terms and conditions prescribed by CDSL for the same. Yes <input type="checkbox"/> No <input type="checkbox"/>		
	I / We wish to register the following clearing member IDs under my /our below mentioned BO ID Registered for TRUST		
	Stock Exchange	Clearing Member	Clearing Member ID
	Name/ID	Name	(Optional)

### 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.
- I / We have received and read the Rights and Obligations document ( BO-DP) and terms and conditions and agree to abide by I / We have received and read the Rights and Obligations document ( BO-DP) and terms and conditions and agree to abide by any change(s) in the details / particulars mentioned by me /us in this form. 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.

	First/Sole Holder	Second Holder	Third Holder
Name			
Signature	▶  ..... (6/27)	▶▶  ..... (6/27)	▶▶▶  ..... (6/27)

## SCHEDULE OF CHARGES FOR PMS ACCOUNT

No	Particulars	Scheme 1	Scheme 2	Frequency of charging the fee
1	Fixed Fee	1 % of AUM p.a	3% AUM p.a	Quarterly
2	Performance Fee (as per high watermark principle)	20 % on profits over & above 10 % returns p.a.	Nil	After 12 months of joining or on withdrawal of funds from the portfolio
3	Statutory Charges, Other Cost & Expenses Such as : Service Tax, STT, Service Tax on Transaction Tax, CESS Stamp Duty, Insurance Expenses Registrar & Transfer Fee Certification / Profession / Bank Charges	On actual		As & When incurred
4	Depository Service Charge	As per schedule given below		As & When incurred
5	Exit Load	1% if the portfolio is withdrawn within one year from the date of corpus infusion		As & When incurred

### \*AUM - Asset Under Management

Any other incidental or out of pocket expenses incurred on behalf of client under this scheme shall be charged on actual.  
The Fees and other Charges are subject to revision from time to time with the consent of the Client.

Please add the following line (in the space provided below) written in first holder's/authorized signatory's own handwriting.

I/We have read, understood and accept the above mentioned  Scheme 1  / Scheme 2

Signature :



----- (7/27)



----- (7/27)



----- (7/27)

## SCHEDULE OF CHARGES FOR DEPOSITORY SERVICES

Account Opening / Custody Charges	Nil
Dematerialisation Charges	Nil + Courier charges @ Rs. 40/- (upto 5 certificates) for additional certificates @ Rs. 5/-
Rematerialisation Charges	Nil + Courier charges @ Rs. 40/-
Transaction Charges	
<b>OFF Market Trades</b>	Pledge Charges
For Debit Rs. 15/- per transaction (Intra DP)	Pledge creation / innovation Rs. 50/- per ISIN
For Debit Rs. 50/- per transaction (Inter DP)	
Credit: Nil	
<b>Market Trades</b>	
For Debit Rs. 12/- per transaction for POA (Intra DP)	
Annual Maintenance Charges	
Individual Res Account	Rs.75/- per quarter for e-statement; Rs.100/- per quarter for physical statement
NRI Account	Rs.250/- per quarter for e-statement; Rs.500/- per quarter for physical statement

Note :

- Stamp charges are applicable while registering Power Of Attorney (POA)
- Taxes, levies & other statutory charges shall be charged as per rules
- All charges & dues will be debited to the PMS account of sole/joint demat account holder(s) maintained with Hedge Equities Ltd.
- Actual Postage/courier charges shall be levied for all communications.
- Additional printout of statement will be charged @Rs.25/- per statement per account
- Any Services which is not mentioned above will be charged separately as per the rates applicable from time to time

I/We hereby confirm & acknowledge the receipt of the Rights and Obligations document of Beneficial Owners and Depository Participants.

Signature



----- (8/27)



----- (8/27)



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## ILLUSTRATION OF PMS FEES : OPTION 1

Assumptions of the illustration are:  
Size and duration of the sample portfolio: RS 25 lacs for one year.  
Statutory levies like service tax is not includes in the calculations.

### PORTFOLIO PERFORMANCE

PARTICULARS GAIN	GAIN 20 %	NO CHANGE	LOSS 20 %
AUM at the end of Q1 before fixed Fees [A]	2625000	2500000	2375000
Fixed PMS Fees Q1 [B]	6318	6164	6010
AUM After Q1 Fees [C]=[A]-[B]	2618682	2493836	2368990
AUM at the end of Q2 before fixed Fees [D]	2750000	2493836	2250000
Fixed PMS Fees Q2 [E]	6472	6157	5856
AUM After Q2 Fees [F]=[D]-[E]	2743528	2487679	2244144
AUM at the end of Q3 before fixed Fees [G]	2875000	2487679	2125000
Fixed PMS Fees Q3 [H]	6627	6149	5702
AUM After Q3 Fees [I]=[G]-[H]	2868373	2481530	2119298
AUM at the end of Q4 before fixed Fees [J]	3000000	2481530	2000000
Fixed PMS Fees Q4 [K]	6781	6142	5548
AUM After Q4 Fees [L]=[J]-[K]	2993219	2475388	1994452
Profit sharing fee [M]	50000	0	0
AUM After PMS Fees [N]=[L]-[M]	2943219	2475388	1994452
Change over capital contributed	17.72	-0.98	-20.22

Formula for calculation of fixed PMS Fees:  
(Opening AUM of the Quarter +closing AUM of the Quarter \*1%)/2 \* No. of days in the quarter/365

### Calculation of profit sharing PMS fees:

AUM for profit sharing fee(A)	3000000
Capital(B)	2500000
10 % of capital ©	250000
Gains on which profit sharing PMS fee is charged (A)-(B)-(C)	250000

The profit sharing PMS fees shall be computed on the basis of the high water mark principle which shall be appropriately adjusted for interim contributions and withdrawals if any.

## ILLUSTRATION OF PMS FEES : OPTION 2

Assumptions of the illustration are:  
Size and duration of the sample portfolio: RS 25 lacs for one year.  
Statutory levies like service tax is not includes in the calculations.

PARTICULARS	GAIN 20 %	NO CHANGE	LOSS 20 %
AUM at the end of Q1 before fixed Fees [A]	2625000	2500000	2375000
Fixed PMS Fees Q1 [B]	18955	18493	18030
AUM After Q1 Fees [C]=[A]-[B]	2606045	2481507	2356970
AUM at the end of Q2 before fixed Fees [D]	2750000	2481507	2250000
Fixed PMS Fees Q2 [E]	19418	18425	17568
AUM After Q2 Fees [F]=[D]-[E]	2730582	2463082	2232432
AUM at the end of Q3 before fixed Fees [G]	2875000	2463082	2125000
Fixed PMS Fees Q3 [H]	19880	18402	17106
AUM After Q3 Fees [I]=[G]-[H]	2855120	2444680	2107894
AUM at the end of Q4 before fixed Fees [J]	3000000	2444680	2000000
Fixed PMS Fees Q4 [K]	20342	18379	16643
AUM After Q4 Fees [L]=[J]-[K]	2979658	2426301	1983357
% Change over capital contributed	19.18	-2.95	-20.66

Formula for calculation of fixed PMS Fees:  
(Opening AUM of the Quarter +closing AUM of the Quarter \*3%)/2 \* No. of days in the quarter/365



## DISCRETIONARY PORTFOLIO MANAGEMENT SERVICE AGREEMENT



This Discretionary Portfolio Management is made at Kochi on..... day of ..... 201..... between Hedge Equities Limited, a Company incorporated under the Companies Act, 1956 and having its registered office at B 302 Trade Square, Mehra Compound, Near DSK Madhuban, Sakinaka Kurla Road, Andheri East, Mumbai – 400 072, Maharashtra & Corporate Office at Hedge House, Mamangalm, Kochi-682025 Kerala (hereinafter referred to as the "Portfolio Manager", which expression shall unless repugnant to the meaning and the context thereof, be deemed to include its successors and assigns of the ONE PART

AND Mr./Mrs./Ms. ....,residing at.....  
.....(hereinafter collectively referred to as "Client" which expression shall unless repugnant to the meaning and the context thereof be deemed to include his/its nominees, heirs, executors, administrators, successors and legal representatives and permitted assigns)

WHEREAS:

(a) The Portfolio Manager is registered as a Portfolio Manager with SEBI under the SEBI (Portfolio Managers) Regulations, 1993 bearing Registration No. INP000003476.

(b) At the request of the Client, the Portfolio Manager has agreed to provide Discretionary Portfolio Management Service (as defined below) to the Client;

(c) 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 to avail of, the Discretionary Portfolio Management Services.

NOW THIS AGREEMENT WITNESSETH AND IT IS AGREED BY AND BETWEEN THE PARTIES AS UNDER:

### 1. DEFINITIONS

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

- 1.1. "Agreement" means this agreement and shall include all schedules and annexures attached hereto;
- 1.2. "Portfolio Manager" means any person who pursuant to a contract or arrangement with a client, advises or directs or undertakes on behalf of the client (whether as Discretionary Portfolio Manager or otherwise) the management or administration of the Portfolio of securities or the funds of the clients, as the case may be;
- 1.3. "Discretionary Portfolio Management Services" means the Portfolio management services rendered to the client, by the Portfolio Manager on the terms and conditions contained in the agreement, where under the Portfolio Manager exercises any degree of discretion in the investments or management of assets of the client;
- 1.4. "Application" means the application made by the Client to the Portfolio Manager to place the monies and/or securities therein mentioned with the Portfolio Manager for Discretionary Portfolio Management Services. Upon execution of this Agreement by the Portfolio Manager, the Application shall be deemed to form an integral part of this Agreement. Provided that in case of any conflict between the contents of the Application and the provisions of this Agreement, the provisions of this Agreement shall prevail;
- 1.5. "Assets" means (i) the Portfolio and/or (ii) the Fund;
- 1.6. "Bank Account" means one or more accounts opened, maintained and operated with any of the Scheduled Commercial Banks in the name of the Client for the purpose of rendering Portfolio Management Services accordance with this agreement;
- 1.7. "Depository Account" means one or more account or accounts opened, maintained and operated in the name of the Client with any depository or depository participant registered under the SEBI (Depositories and Participants) Regulations, 1996 for the purpose of rendering Portfolio Management Services in accordance with this agreement;
- 1.8. "Custodian" means any person who carries on or proposes to carry on the business of providing custodial services;
- 1.9. "Funds" means the monies managed by the Portfolio Manager on behalf of the Client pursuant to this Agreement and includes the monies mentioned in the Application, any further monies placed by the Client with the Portfolio Manager for being managed pursuant to this Agreement, the proceeds of the sale or other realization of the Portfolio and interest, dividend or other monies arising from the Assets, so long as the same is managed by the Portfolio Manager;
- 1.10. "Net Asset Value" (NAV) is the market value of asset in the Portfolio consisting of equity, debt, cash & cash equivalents;

Signature of First Holder (9/27) Signature of Second Holder (9/27) Signature of Third Holder (9/27)

(10/27) (10/27) (10/27)  
Signature of First Holder Signature of Second Holder Signature of Third Holder

1.11. The Client and the Portfolio Manager hereafter are individually referred to as "Party" and collectively referred to as "Parties";

1.12. "Person" includes any individuals, partners in partnership, central or state government, company, body corporate, cooperative society, Cooperation, trust, society, Hindu Undivided Family or any other body of persons, whether incorporated or not;

1.13. "Portfolio" means the Securities managed by the Portfolio Manager on behalf of the Client pursuant to this Agreement and includes any securities mentioned in the Application, any further Securities place by the client with the Portfolio Manager for being managed pursuant to this Agreement, Securities acquired by the Portfolio Manager through investment of funds and bonus and rights shares in respect of Securities forming part of the Portfolio, so long as the same is managed by the Portfolio Manager;

1.14. "Portfolio Management Fees" shall have the meaning attributed thereto in Clause [5] below;

1.15. "Regulations" means the Securities and Exchange Board of India (Portfolio Managers) Regulations, 1993, as may be amended from time to time;

1.16. "Scheduled Commercial Bank" means any bank included in the second Schedule to the Reserve Bank of India Act, 1934 (2 of 1934);

1.17. "SEBI" means the Securities and Exchange Board of India established under sub-section (1) of Section 3 of the Securities and Exchange Board of India Act, 1992;

1.18. "Securities" means securities as defined under the Securities Contracts (Regulation) Act, 1956 and includes:

(i) shares, scrips, stocks, bonds, debentures, debenture stock or other marketable securities of a like nature in or of any incorporated company or other body corporate;

(ia) derivative;

(ib) units of mutual funds or any other instrument issued by any collective investment scheme to the investors in such schemes;

(ic) security receipt as defined in clause (zg) of section 2 of the Securitisation And Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002;

(id) units or any other such instrument issued to the investors under any mutual fund scheme;

(ii) Government securities;

(iia) such other instruments as may be declared by the Central Government to be securities; and

iii) rights or interest in securities.

1.19. "Stock Exchange" means-

(a) any body of individuals, whether incorporated or not, constituted before corporatisation and demutualisation under section 4A and 4B or

(b) a body corporate incorporated under The Companies Act, 1956 (1 of 1956) whether under a scheme of corporatisation and demutualisation or otherwise

For the purpose of assisting, regulating or controlling the business of buying, selling or dealing in securities.

Interpretation of certain words and expressions.

Words and expressions used herein and not defined in this Act but defined in the Companies Act, 1956(1 of 1956) or The Securities and Exchange Board of India Act, 1992 (15 of 1992) or the Depositories Act, 1996 (22 of 1996) shall have the same meanings respectively assigned to them in those Acts. The recitals of this agreement shall form an integral part of this agreement;

## 2. PORTFOLIO MANAGEMENT SERVICES

2.1. For the consideration and on the terms and conditions contained herein, the Portfolio Manager agrees to provide to the Client, and the Client agrees to avail of, the Discretionary Portfolio Management Services.

2.2. The Client hereby entrusts the Assets to the Portfolio Manager (in the manner required by the Portfolio Manager) for the purposes of the performance of the Discretionary Portfolio Management Services by the Portfolio Manager.

2.3. Simultaneous with the execution of this Agreement the Client shall execute and deliver necessary Power of Attorney(ies) authorizing the Portfolio Manager or any person appointed by the Portfolio Manager in this behalf or authorising any other person as required to do all acts on behalf of the Client necessary for rendering Discretionary Portfolio Management Services to the Client.

2.4. In addition to the powers conferred by the Client on the Portfolio Manager vide the Power of Attorney specified above, the Client

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 Signature of First Holder                      Signature of Second Holder                      Signature of Third Holder

hereby authorizes the Portfolio Manager, either by itself or through any person appointed by it, to do all such acts on behalf of the Client as the Portfolio Manager may in its absolute discretion consider necessary or advisable for the purpose of rendering Discretionary Portfolio Management Services including, without limitation:- (i) opening, operating and closing one or more bank accounts and one or more depository accounts, (ii) transferring the Funds and Portfolio (deposited by the Client with the Portfolio Manager) to the Bank Account and Depository Account, (iii) purchasing, subscribing to or otherwise acquiring or investing in Securities and paying the consideration for the same, (iv) selling, redeeming, surrendering, transferring, endorsing, assigning or otherwise dealing with or disposing of Securities and receiving the consideration for the same (v) renouncing and signing any application and/or renunciation forms in respect of the securities offered on a rights, additional, preferential or other basis and receiving and holding such securities (vi) holding the Assets in the name of the Client or any custodian, nominee or agent of the Client as the Portfolio Manager considers appropriate (vii) dematerializing physical securities and rematerializing securities (viii) appointing and instructing brokers, sub-brokers, custodians, depository participants and others in relation to the Discretionary Portfolio Management Services and entering into agreements with them for the same (ix) executing such documents as may be necessary (x) receiving contract notes (xi) to apply for the issue of duplicate certificates in respect of the Securities (xii) receiving dividend, interest and other accretions and amounts in respect of the Assets (xiii) paying all amounts (including any calls) required to be paid in connection with the Discretionary Portfolio Management Services and/or this Agreement including but not limited to the Portfolio Management Fees and expenses incurred for or in connection with rendering Discretionary Portfolio Management and for that purpose to sell or otherwise liquidate securities or any part thereof. (xiv) making 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, sale, transfer of, or holding and/or continuing to hold the Securities in any form whatsoever 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 (xv) to do all such acts, deeds and things that may be necessary in respect of the dematerialized Securities and for this purpose, to carry out all such acts as may be necessary and to sign such deeds, documents, forms, declarations or other papers as may be required (xvi) to apply to, correspond with, give intimation/ notice to the Depository and the participant and to issue orders/ instructions to them and to perform, execute and do all the acts, deeds and things that may be necessary to do under the Depositories Act and D & P Regulations for the purpose of carrying out the transactions pertaining to Portfolio management (xvii) generally attending to and acting in all transactions, matters and deeds in connection with the sale / purchase instructions, transfer, delivery and other dealings in connection with the securities, monies and other Assets, including to demand and receive all debts, sums of money, interest, dividend and dues of whatsoever nature or kind relating to the above securities (xviii) receiving and holding for the account of the Clients 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 (xix) delivering securities to the designated receiving agent in the case of tender offers or similar offers to purchase (xx) exchanging interim or temporary receipts for definitive securities, and old, damaged, torn or over stamped certificates for new certificates (xxi) to pay or allow all taxes, rates, charges, deductions, expenses and outgoings whatsoever due and payable or to become due and payable on account or in respect of the securities (xxii) to debit the Client's account for all the service charges, fees, out of pocket expenses, conveyance expenses, postage, telephone/fax charges, franking charges, stamp duty, audit fees or any other amount payable by the Client from time to time in accordance with this agreement.

2.5. The Funds of the Client shall be kept in a separate Bank Account.

2.6. The Portfolio shall be kept in the Depository Account either in the name of the Client or as the Portfolio Manager may determine (on behalf of the Client). Provided that any Securities which are not so dematerialised as to be capable of being held in a depository account may be held (either in the name of the Client or any other person as the Portfolio Manager may determine) by the Portfolio Manager or any custodian appointed by the Portfolio Manager in such manner as the Portfolio Manager may consider appropriate.

2.7. Further, the Portfolio Manager shall in its books of accounts maintain separate Client wise accounts in respect of the funds and securities handed over by the Client to the Portfolio Manager and the transactions carried out for the Client from time to time.

2.8. The investment objective of the Discretionary Portfolio Management shall be to undertake, on behalf of the Client, the management



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Signature of First Holder



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Signature of Second Holder



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Signature of Third Holder

and administration of the Funds and Portfolio of the Client with the aim of generating a reasonable return on the Client's investment, while at the same time endeavoring to reduce the risk of capital loss. However, the Client agrees and acknowledges that while the aforesaid is the objective, there is no guarantee of such returns or of there being no capital loss as more particularly provided below.

2.9. The Portfolio Manager shall not accept from the Client, funds or securities worth less than the statutory minimum as prescribed by the regulations (Rupees Twenty Five Lacs). However, Portfolio Manager can fix a higher limit as mutually agreed.

2.10. The Portfolio Manager shall not borrow funds or securities on behalf of the Client.

2.11. The Portfolio Manager shall not lend securities held on behalf of the Client to a third person except with the written authorization of the Client to participate in securities lending activities.

2.12. The Portfolio Manager shall not while dealing with Client's funds indulge in speculative transactions that is, the Portfolio Manager shall not enter into any transaction for purchase or sale of any security which is periodically or ultimately settled otherwise than by actual delivery or transfer of security except the transactions in derivatives.

2.13. The Portfolio account of the Portfolio Manager shall be audited annually by an independent Chartered Accountant and a copy of the certificate issued by the Chartered Accountant shall be given to the client.

2.14. Alternatively the client may also appoint a Chartered Accountant to audit the books and accounts of the Portfolio Manager relating to his transactions and the Portfolio Manager shall cooperate with such Chartered Accountant in course of the audit.

2.15. (i) The Client agrees that the Portfolio Manager shall be entitled to do all acts to invest and manage the Assets including but not limited to investing the Funds in Securities, selling, redeeming or liquidating Securities or changing the Securities forming part of the Portfolio, appointing intermediaries for the sale and purchase of securities in such manner as the Portfolio Manager may in its absolute and unrestricted discretion consider appropriate. All such decisions, including decisions as to the Securities in which investment /disinvestment should be made and the nature, quantity, timing and other details of the investments, disinvestments and other dealings with the Assets shall be in the absolute and unfettered discretion of the Portfolio Manager who shall not be required to give any notice to, or take any approval of, the Client for the same.



(ii) The Client has expressly and with full knowledge of the implications conferred absolute and unfettered discretion on the Portfolio Manager in relation to all decisions concerning the Discretionary Portfolio Management Services and the Client agrees and confirms that all such decisions of the Portfolio Manager taken in good faith (which shall, in this Agreement, include decisions taken in good faith by any person appointed by the Portfolio Manager in this behalf) shall be binding on the Client and shall not be assailed, challenged, questioned or disputed by the Client in any manner whatsoever except on the ground of fraud, malafide, conflict of interest or gross negligence. The Client shall not be entitled to hold the Portfolio Manager responsible or liable in any manner whatsoever or claim any damages, losses or other amounts on account of the exercise of such discretion by the Portfolio Manager or any decision taken in good faith by the Portfolio Manager except on the ground of fraud, malafide, conflict of interest or gross negligence.

(iii) The Client agrees and acknowledges that the Client shall not be entitled to give any instructions to the Portfolio Manager in relation to the Discretionary Portfolio Management Services to be rendered by the Portfolio Manager under this Agreement or any decision relating thereto.

2.16 The Discretionary Portfolio Management Services and the provisions of this Agreement shall be subject to the Regulations and other applicable provisions of law in force from time to time; and, notwithstanding anything contained in this Agreement, the Portfolio Manager shall not be required or entitled to make any investments or otherwise deal with the Assets or render the Discretionary Portfolio Management Services in a manner which is contrary to the Regulations or any other provisions of law in force at the relevant time.

2.17 The Portfolio Manager shall also be entitled to enter into transactions on behalf of the client for the specific purpose of meeting margin requirements. The Client acknowledges that the Client is fully aware of the risks of entering into such transactions and thereby agrees not to make any claims for loss or damages occurred from such transaction.

2.18 The Client hereby agrees and undertakes that until the termination of this Agreement and the receipt of a no objection from the Portfolio Manager in this behalf, (i) the Client shall not operate the Bank Accounts and / or Depository Accounts and (ii) unless required by the Portfolio Manager, the Client shall not enter into any agreement with the custodian (or any other intermediary) or give any instructions

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Signature of First Holder                      Signature of Second Holder                      Signature of Third Holder

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

2.19 For the purpose of discharging any of the duties, obligations and functions (whether under this Agreement or under the above mentioned Power of Attorney), of the Portfolio Manager, the Client hereby empowers the Portfolio Manager to act through any of its officers, employees or representatives or any custodian or other person specifically authorised by the Portfolio Manager and the Portfolio Manager is empowered to delegate the performance of its duties, discretions, obligations, any of powers and authorities here under to such sub-delegates.

2.20. If the sub-delegates have been appointed on the behalf of the Client under a Power of Attorney given by the Client to the Portfolio Manager, the sub-delegates shall be deemed to be agents of the Client and the Client shall be responsible to the Portfolio Manager for the loss, damage caused to the Portfolio Manager (in its performance of the Discretionary Portfolio Management Services) due to the negligence or default of the Sub-delegates.

2.21. Unless the Portfolio Manager otherwise decides, all Assets shall, in the event the Client is a partnership, be held in the name of any one or more of its partners (as the Portfolio Manager may determine) and, in the event the Client is a Hindu Undivided Family, be held in the name of its Kartha.

2.22. Unless the Portfolio Manager otherwise decides, the Client's address in respect of the Bank Account, Depository Account, shall be the address of the Portfolio Manager or the custodian of Securities.

2.23. The Client agrees to provide to the Portfolio Manager or such other person as may be designated by the Portfolio Manager, such information as may be required from time to time, including, without limitation, all changes to the information provided by the Client in the Application or any "know your client" form in order to enable the Portfolio Manager or other person designated by the Portfolio Manager in this behalf to update the information therein. Without prejudice to the aforesaid, the Client shall inform the Portfolio Manager of (i) his residential status and of any changes thereto and (ii) any restrictions that have been or are imposed upon the acquisition of Securities by the Client.

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

2.25. In the event of the Client being a non-individual, the Portfolio Manager shall be entitled to rely upon any instructions/notices, which he believes to have been given in good faith by the person who is duly authorized in writing (by a Board Resolution in case of a corporate) by the Client in this behalf. Without prejudice to the aforesaid, the Portfolio Manager shall be entitled to rely upon a copy of a board resolution of the Client authorizing such person to act on behalf of the Client with respect to this Agreement. In the event of the revocation of authority of any such person, the Client shall promptly inform the Portfolio Manager of such revocation.

2.26. The Portfolio Manager may, if required by applicable laws or regulations, disclose the identity of the Client to the issuer of Securities held as part of the Assets or to the agents of such issuer upon the request of such issuer, or to any Government body, without further consent from the Client. Further the Portfolio Manager may also disclose the identity of the Client to any third party as it may deem necessary for the purpose of rendering the services under this agreement.

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

- a. Quantum of Exposure in Derivatives: Upto 100% of the market value of the Portfolio, i.e. total exposure of the Portfolio of the Client in derivatives shall not exceed the funds placed with the Portfolio Manager.
- b. Manner & Purpose of using Derivative Products: For Hedging , Portfolio Rebalancing , Yield Enhancement or for the purpose of taking such positions as may be permitted by the SEBI regulations and guidelines.
- c. Type of Derivative Instruments: Stock and Index Futures & Options and such other products as may be permissible from time to time,



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Signature of First Holder



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Signature of Second Holder



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Signature of Third Holder



d. Terms of Valuation of Derivative Products: These products shall be valued at the settlement/closing value (as per accounting policy of the Portfolio Manager) price of the concerned securities on the Bombay Stock Exchange and / or the National Stock Exchange (as the Portfolio Manager may choose)

e. Terms of Liquidation/Settlement: The Derivative Instruments will be liquidated at the prevailing market prices or will be allowed to expire/to be exercised at the price specified by the Exchange on the expiry date/date of exercise.

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

### 2.28. Alteration of the terms of the agreement

Hedge Equities Ltd/ Investor may at any time amend this agreement by modifying, altering or rescinding any of the existing terms and conditions by giving notice in writing to the other party. Continued provision / use of the service after such notice shall constitute acknowledgement and acceptance of such modification, alteration or recession.

## 3. CUSTODY AND SAFE KEEPING

3.1. The Portfolio Manager shall make reasonable endeavors to, at the Client's cost, arrange for the custody of the Assets by keeping them in its actual control and/or custody or by appointing and using a custodian or other agent for this purpose as it deems fit. The Client hereby authorises the Portfolio Manager to enter into such agreements on behalf of the Client with such persons (including, without limitation, custodian of securities) as the Portfolio Manager considers appropriate for arranging for the custody of the Assets.

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

## 4. MINIMUM TENURE AND MINIMUM INVESTMENTS

4.1. The Assets placed by the Client with the Portfolio Manager for Discretionary Portfolio Management Services under this Agreement shall be initially placed for a minimum period of ..... days/months/years, as mutually agreed.

4.2. On the completion of the period mentioned in Clause 4.1, the Client shall either place the Funds/Securities for Portfolio Management Services again or shall withdraw the Funds/Securities from the Portfolio Manager. However, if the Client intends to withdraw from the Portfolio Management Services, then the Client must at its own cost and risk give to the Portfolio Manager minimum one week prior notice in writing of its intention to withdraw from the Portfolio Management Services. Failure to withdraw Funds/Securities as mentioned above will be deemed to be continuance of the agreement for managing the funds/securities.

4.3. In case of placement of Funds / Securities by the Client for Discretionary Portfolio Management Services on more than one occasion or on a continual basis, each placement shall be for a minimum period as mutually agreed in Clause 4.1.

## 5. CHARGES AND FEES

5.1. The Client agrees to pay the Portfolio Management Fee to the Portfolio Manager at the rates and in the manner provided in the Schedule hereto, which Portfolio Management Fee shall be independent of the returns accrued to the Client on the performance of the Discretionary Portfolio Management Services by the Portfolio Manager.

5.2. In the event the Portfolio Manager is permitted to charge Portfolio Management Fees on the basis of the return or a share of the return on the Portfolio/Assets generated by the Portfolio Manager rendering Discretionary Portfolio Management Services, the Portfolio Manager and the Client shall thereupon mutually agree upon a Portfolio management fee payable to the Portfolio Manager on such basis, and the provisions of the Schedule hereto shall be modified or substituted accordingly.

5.3. The client agrees that the fee payable (as per the schedule) to the Portfolio Manager shall be billed and set-off against the Accounts held with the Portfolio Manager or the Custodian as the case may be, on a Monthly / Quarterly basis as mutually agreed and the same will be incorporated in the Monthly / Quarterly Report. Further the Client authorises the Portfolio Manager to instruct the Custodian or any authorised agent with respect to the recovery of the fees/any other charges due to the Portfolio Manager.

Signature of First Holder

(15/26)

Signature of Second Holder

(15/26)

Signature of Third Holder

(15/26)

Signature of First Holder

(16/27)

Signature of Second Holder

(16/27)

Signature of Third Holder

(16/27)

5.4. The Parties agree that all functions in relation to the Discretionary Portfolio Management Services or otherwise pursuant to this Agreement shall be performed by the Portfolio Manager for and on behalf of, and at the risk and cost of the Client and all liabilities concerning the Assets or the discretionary Portfolio Management Services shall be to the account of the Client. In addition to the Portfolio Management Fee, all costs, fees, charges and expenses of whatsoever nature incurred by the Portfolio Manager or any other person appointed by the Portfolio Manager arising out of or in connection with or in relation to the management, acquisition, holding, custody, sale and/or transfer, of the Assets or the rendering of the Discretionary Portfolio Management Services or the performance of any act pursuant to or in connection with this Agreement including, without limitation to the generality of the aforesaid, the expenses and cost of safe keeping of Assets, charges of any Depository Participant and/or custodian, registration and transfer charges in respect of Securities, audit and attestation fees including legal fees of the Portfolio Manager incurred on behalf of the Client, brokerage and stamp duty, costs to be paid for the execution of this Agreement all other incidental and ancillary documentation pursuant to this Agreement, shall be paid or reimbursed by the Client or shall be set off against the accounts of the Client held with the Portfolio Manager or the Custodian as the case may be and the Client hereby authorises the Portfolio Manager to instruct the Custodian or any authorised agent with respect to the recovery of such fees/any other charges.

5.5. The Portfolio Manager shall have a right to appropriate the amounts payable to it under Clauses [5.1 and 5.3] or under any other provision of this Agreement from the Assets and the Portfolio Manager may for this purpose sell or otherwise liquidate the Portfolio or any part thereof and the Client hereby authorises the Portfolio Manager to instruct the Custodian or any authorised agent with respect to the recovery of aforesaid amounts due to the Portfolio Manager. The Portfolio Manager shall have a right of lien and set off on the Assets for such amounts and any right of the Client to withdraw the Assets or any part thereof shall be subject to the Portfolio Manager having first received all such amounts.

5.6. In the event that the Client has entered into an agreement with the custodian wherein the Client is required to pay fees/charges to the Custodian directly, the Client will be solely responsible to the Custodian for the payment of fees/charges to the Custodian and the Portfolio Manager shall in no event be held liable for such fees/charges payable to the Custodian.

## 6. CONFLICT OF INTEREST

6.1. The Client shall (promptly on gaining knowledge of the same) disclose to the Portfolio Manager in writing the details of the interest of the Client in any listed company or other corporate body which may enable the Client to obtain unpublished price sensitive information in respect of such company or corporate body. The Client shall keep the Portfolio Manager indemnified against the consequences of any nondisclosure in this respect.

6.2. The Client shall (promptly on gaining knowledge of the same) inform the Portfolio Manager in writing the details of all shares (which term, in this clause, includes any instruments carrying voting rights) held by the Client in any listed company or corporate body in order that the purchases of shares by the Portfolio Manager on account of the Client do not attract any provisions of the SEBI (Substantial Acquisition of Shares & Takeovers) Regulations, 1997 ("the Takeover Regulations"). Compliance with the provisions of the Takeover Regulations on account of any purchases of Securities under Discretionary Portfolio Management Services shall be the responsibility of the Client, and the Client shall keep the Portfolio Manager indemnified against the consequences of any non-compliance thereof by the Client.

6.3. (i) The Client agrees and accepts that the Portfolio Manager may, from time to time

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

(b) Purchase or sell on behalf of the Client any Security which forms part of the Portfolio of the Portfolio Manager or its other clients or which is otherwise purchased, sold or traded in by the Portfolio Manager on its own account or on account of its other client(s); The client is aware of such interest of the Portfolio Manager under the Portfolio vis a vis in proprietary account of Hedge Equities Limited.

(c) Purchase or sell on its own account or on behalf of any other Client, any Security which forms part of the Portfolio.



..... (17/27)

Signature of First Holder



..... (17/27)

Signature of Second Holder



..... (17/27)

Signature of Third Holder

- (d) Have a commercial or other relationship or agreement with share and stock-brokers, banks and companies with whom or through whom transactions are carried out for purchase and sale of any of the Securities or with any issuer of Securities whose Securities are purchased and or sold for the Client;
- (e) Deal on the Client's behalf with any affiliate of the Portfolio Manager as long as the terms are as favorable to the Client as would be ordinarily obtained from a concern which is not an affiliate;
- (f) Purchase or sell Securities from or to anyone with whom the Portfolio Manager or any of its Affiliates has a commercial or other relationship or agreement, including selling or purchasing the Securities to or from the account of the Portfolio Manager or another client of the Portfolio Manager;
- (g) Act as principal, agent or broker in any transaction; and in such event, the Portfolio Manager shall be separately compensated for its actions in that capacity;
- (h) Employ, retain or appoint any Affiliate of the Portfolio Manager as broker, custodian, investment adviser, consultant or in any other capacity for carrying out any of the functions or work relating to the Discretionary Portfolio Management Services provided to the Client;
- (i) Deal with any Affiliate of the Portfolio Manager on a principal to principal basis for any buying, selling or otherwise in any act relating to the Discretionary Portfolio Management Services provided to the Client.

(ii) Specifically, the Client is aware that the Portfolio Manager also operates a brokerage business under the same company, and is a member of the Bombay Stock Exchange Limited bearing Registration No. INB011295434 and of the National Stock Exchange of India Limited bearing SEBI Registration No. INB231295438, INE231295438 and INF231295438 and is also a Depository Participant with Central Depository Services (India) Limited bearing Registration No. INDP-CDSL 471-2008. The Portfolio Manager may, from time to time, purchase, sell or otherwise deal in Securities through its brokerage arm, in which event, Hedge Equities Ltd. shall be entitled to charge brokerage in respect of such transactions. Furthermore, the Portfolio Manager may also purchase Securities from time to time for and on behalf of the Client, which Securities may be sold by the clients of the brokerage arm. The Portfolio Manager shall ensure that there would be separation of operations and management in the day-to-day functioning of the Portfolio Management business and the brokerage business.

(iii) The Portfolio Manager may receive commissions and other payments from mutual funds and other issuers in respect of purchase, sale or other dealings in Securities pursuant to this Agreement.

(iv) The Portfolio Manager may, from time to time invest in Securities, for the issue of which the Portfolio Manager or any of its Affiliates is the lead manager, underwriter, merchant banker, advisor or other intermediary.

Clarification: For the purposes of this clause [6.3], "Affiliate", in relation to the Portfolio Manager, shall include any company, body corporate, individual or other person who or which is an affiliate of or who or which is in any manner associated with or related to the Portfolio Manager or any director, shareholder or employee of the Portfolio Manager or any holding company or subsidiary of the Portfolio Manager or any company under common control as the Portfolio Manager.

## 7. INDEMNITY

7.1 The Client shall indemnify and keep indemnified the Portfolio Manager or its officers, employees or representative or any custodian or other person specifically authorized by the Portfolio Manager of, from and against all and any costs, charges, expenses, claims and liabilities (including but without any limitation to any stamp duty, rates, taxes, and cess) incurred or to be incurred by:

- (a) The Portfolio Manager or its officers, employees, or representative or any custodian or other person specifically authorized by the Portfolio Manager in the performance of the Discretionary Portfolio Management Services and any other rights, duties, obligations and functions under this Agreement
- (b) the Portfolio Manager or its officers, employees, or representative or any custodian or other person specifically authorized by the Portfolio Manager for acting or not acting on the basis of any information or instructions given by the Client.
- (c) the Portfolio Manager or its officers, employees, or representative or any custodian or other person specifically authorized by the Portfolio Manager for any loss arising as a result of any prosecution of the Portfolio Manager or any of its officers, employees, or



..... (18/27)  
Signature of First Holder



..... (18/27)  
Signature of Second Holder



..... (18/27)  
Signature of Third Holder

representative or any custodian or other person specifically authorized by the Portfolio Manager or other action taken and /or which may be taken or enforced against the Client and/or the Portfolio Manager and/or any of its officers, employees, or representative or any custodian or other person specifically authorized by the Portfolio Manager with respect to the payment/recovery of wealth-tax, income tax, interest for delayed payment of income tax or wealth tax, penalty; and if any of the same shall have been recovered from the Portfolio Manager or any of its officers, employees, or representative or any custodian or other person specifically authorized by the Portfolio Manager or if the Portfolio Manager or any of its officers, employees, or representative or any custodian or other person specifically authorized by the Portfolio Manager is held responsible for any of the aforesaid by any taxing authority, then the Client shall forthwith on demand pay and / or reimburse to the Portfolio Manager such amount as may be required, in the opinion of the Portfolio Manager to pay to the tax authorities (under the Income Tax Act/Wealth Tax Act).

7.2 The Client hereby unconditionally and irrevocably undertakes to the Portfolio Manager that:

- (a) the Client shall promptly and regularly pay wealth-tax, income-tax and other taxes, if any payable, on the income, arising whether by way of interest, dividend, short term and long term capital gain or otherwise howsoever and on the value of the Assets and irrespective as to whether such Assets are held and /or registered in the name of the Client or the Portfolio Manager or any other person nominated by the Portfolio Manager;
- (b) the Client shall also promptly and in a timely manner pay all the aforesaid taxes, levies, duties, payments to be paid on the Assets including payment for unpaid calls on shares, as and when the same are to be paid under law; and (c) the Client shall promptly and in a timely manner file all tax returns, statements, applications under the provisions of law.

## 8. STATEMENT AND INFORMATION

8.1. The Portfolio Manager shall furnish to the Client periodically, not later than 6 months, in writing all the information regarding the Assets and all purchases and sales of Securities made by the Portfolio Manager on behalf of the Client as provided herein ("Report"). The report for such period shall contain inter alia the following details, namely:




- (I) the composition and the value of the Assets (Funds and Securities), description of the Securities, number of Securities, value of each Security held as part of the Assets, cash balance and aggregate value of the Assets as on the date of Report;
- (ii) Transactions undertaken by the Portfolio Manager during period covered by the Report including date of transaction and details of purchases and sales;
- (iii) Income or other interest received during the concerned period in respect of the Assets by way of interest, dividend, bonus shares, rights shares or debentures or otherwise;
- (iv) Expenses incurred in managing the Assets of the Client;
- (v) Details of risks foreseen by the Portfolio Manager and the risk relating to the Securities recommended by the Portfolio Manager for investment or disinvestments. Nothing herein shall extend the obligation of the Portfolio Manager to provide any information relating to any other investments or securities of the Client, which do not form part of the Assets.

8.2. On termination of the Agreement, the Portfolio Manager shall give a detailed statement of accounts of the Assets to the Client and settle accounts with the Client in a mutually agreed manner. The Client shall bear all costs, charges and taxes that may become payable as a consequence of settling of accounts of the Assets.

8.3. In the event of any dispute between the Portfolio Manager and the Client, the Client shall have the right to obtain details of the Assets from the Portfolio Manager and the Portfolio Manager shall provide these details to the Client, at the cost of the Client.

## 9. MARKET AND OTHER RELATED RISKS

Details of risk foreseen by the Portfolio Manager and the risk relating to the securities recommended by the Portfolio Manager for investment or disinvestment includes but are not restricted to the following:

 ..... (19/27)     ..... (19/27)     ..... (19/27)  
Signature of First Holder                      Signature of Second Holder                      Signature of Third Holder

- Investment in equities, derivatives and mutual funds are subject to market risks and there is no assurance or guarantee that the objective of the Portfolio will be achieved.
- As with any investment in securities, the NAV of the Portfolio can go up or down depending upon the factors and forces affecting the capital markets.
- The performance of the Portfolio may be affected by changes in Government policies, general levels of interest rates and risks associated with trading volumes, liquidity and settlement systems in equity and debt markets.
- Investments in debt instruments are subject to default risk and interest rate risk. Interest rate risk results from changes in demand and supply for money and other macro economic factors and creates price changes in the value of the debt instruments. Consequently, the NAV of the Portfolio may be subject to fluctuation.
- Investments in debt instruments are subject to reinvestment risks as interest rates prevailing on interest or maturity due dates may differ from the original coupon of the bond, which might result in the proceeds being invested at a lower rate.
- The Portfolio may invest in non-publicly offered debt securities and unlisted equities. This may expose the Portfolio to liquidity risks.
- Engaging in securities lending is subject to risks related to fluctuations in collateral value / settlement /liquidity/counter party.
- Use of derivatives instruments like index futures, stock futures and options contracts, warrants, convertible securities, swap agreements or any other derivative instruments for the purpose of hedging and Portfolio rebalancing, as permitted under the Regulations and guidelines will expose to certain risks inherent to such derivatives. Derivatives are highly leveraged instruments. Even a small price movement in the underlying security could have a large impact on their value.

The Client acknowledges that the Client has received and read the Disclosure Document provided by the Portfolio Manager as specified in Schedule V of the Regulations along with a certificate in Form C as Specified in Schedule I of the said regulations, 2 days prior to the date of this agreement.

#### 10.1 NON WARRANTY OF PORTFOLIO MANAGER:-

10.1. The Client hereby confirms that he/she/it is aware that the investment of the Funds and the Securities are subject to a very wide range of risks which include amongst others (and by way of illustration) an unpredictable loss in value of the Assets/ Funds which may extend to a total loss of value of the Assets due to, inter alia:

- 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;
- Acts of force majeure including nationalization, expropriation, currency restriction, measures taken by any government or agency of any country, state or territory in the world, industrial action or labour disturbances of any nature amongst staff of the Portfolio Manager or of its agents or of any third parties, boycotts, powerfailures or breakdowns in communication links or equipment (including but not limited to loss of electronic data) international conflicts, violent or armed actions, acts of terrorism, insurrection, revolution, nuclear fusion, fission or radiation, or acts of God, default of courier or delivery service or failure or disruption of any relevant stock exchange, depository, clearing house, clearing or settlement systems or market, or the delivery of fake or stolen securities;
- De-listing of Securities or market closure, relatively small number of scrip's accounting for a large proportion of trading volume;
- Limited liquidity in the stock markets impeding readjustment of Portfolio composition;
- Volatility of the stock markets, stock market scams, circular trading of securities and price rigging;
- Default or non-performance of a third party, company's refusal to register a Security due to legal stay or otherwise and disputes raised by third parties.;
- Low possibilities of recovery of loss due to expensive and time -consuming legal process

10.2. The Client acknowledges and confirms that the terms of this Agreement do not constitute any warranty or similar obligation on the part of the Portfolio Manager and the Portfolio Manager does not guarantee or assure the Client of the value of or returns on the Assets in any manner whatsoever. The Client is aware that the value of the Assets under Discretionary Portfolio Management could depreciate to an

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Signature of First Holder                      Signature of Second Holder                      Signature of Third Holder

unpredictable extent.

## 11. LIABILITY OF THE PORTFOLIO MANAGER

11.1 It is expressly understood that nothing contained herein amounts to any warranty or guarantee (express or implied) of the Portfolio Manager to pay any return of any nature or guarantee any returns or accretions or accruals to the Client. The Client expressly accepts that Funds and Securities placed with the Portfolio Manager and the sale and purchase of Securities by the Portfolio Manager and the investments of the Funds by the Portfolio Manager are and shall be at the sole risk of the Client and the Portfolio Manager shall not be liable for any loss or damage caused to the Client as a result of any action or omission of the Portfolio Manager pursuant to this Agreement. It is further expressly understood by the Client that no representation or warranties are held out by the Portfolio Manager about the safety or "soundness" of an investment made on behalf of the Client and all actions taken and acts done by the Portfolio Manager are done solely at the Clients account and risk; any actions which the Portfolio Manager takes or does not take as to the investments will be solely at the Clients account and risk and the Portfolio Manager shall not be held responsible in any manner whatsoever for making good any loss sustained or suffered by the Client for any action taken or failure to act unless the Portfolio Manager acts with willful default, fraud, malafide and gross negligence to the Client's interest.

11.2 Notwithstanding anything contained in this agreement the Portfolio Manager shall not be liable to the Client for any act or omission of any of its officers, employees, sub-delegates, representative or any custodian or other person specifically authorized by the Portfolio Manager or any other third parties. The Portfolio Manager shall not be responsible for any breach by the Client of the applicable laws, regulations, procedures, practice and guidelines. Consequently the Portfolio Manager shall also not be responsible for any. acts or omissions of any intermediaries and does not guarantee the performance of the responsibilities of such intermediaries.

11.3 In the event of the Client being held liable for any loss suffered by the Portfolio Manager pursuant to this Agreement, the liability of the Client shall be limited to the extent of his investment.

11.4 The Portfolio Manager shall not be held liable for fees/charges payable to the Custodian in the event that the Client has entered into an agreement with the custodian wherein the Client is required to pay fees/charges to the Custodian directly. The Client will be solely responsible to the Custodian for the payment of fees/charges to the Custodian and shall indemnify and hold harmless the Portfolio Manager against any action, proceedings, claims, liabilities, penalties, demands and costs, initiated due to breach or non performance of any of the terms/ conditions/ warranties /representation/ covenants by the Client under the Agreement entered into with the Custodian including non payment of fees thereof.

## 12. TERM & TERMINATION

12.1. This Agreement is deemed to have commenced on and from the .....day of ..... 20.....

12.2. This Agreement shall continue to subsist until terminated under Clause 4 or under this Clause 12 in the manner provided herein below.

12.3 Notwithstanding the provisions of Clauses [4.1, 4.2 and 4.3] but subject to the other provisions of this Agreement, the termination of Portfolio management services can take place in the following circumstances:

- (i) By operation of Law;
- (ii) Suspension or cancellation of registration of the Portfolio Manager by SEBI;
- (iii) Bankruptcy or liquidation of the Portfolio Manager;
- (iv) By mutual consent

12.4. The Portfolio Manager may at any time terminate this Agreement by written notice of termination to the Client.

12.5. In addition to being entitled to terminate this Agreement under Clause 4, the Client may at any time terminate this Agreement by giving not less than 30 days prior written notice of termination to the Portfolio Manager. Provided that the Client shall not be entitled to terminate this Agreement by withdrawing the Assets, within the period mentioned in Clauses [4.1 and 4.3]

12.6. The Portfolio Manager may cease to render Discretionary Portfolio Management Services to the Client at any time after receiving

Signature of First Holder (21/27)  
Signature of Second Holder (21/27)  
Signature of Third Holder (21/27)

Signature of First Holder (22/27)      Signature of Second Holder (22/27)      Signature of Third Holder (22/27)

written notice of termination / withdrawal under Clause 4 or this Clause 12 of this agreement from the Client. Upon termination of this Agreement, the Portfolio Manager shall, within a period of 30 (thirty) days from the date of termination, pay and/or deliver the Assets to the Client and may instruct the Custodian or any authorised agent in this regard. Subject to the terms specified in the Schedule of Fees, the Client shall be entitled to choose to receive the Securities forming part of the Assets in the form of Securities or the equivalent cash amount representing the securities by informing the Portfolio Manager in this regard within 7 days of termination. In the event the Client chooses to receive the Securities in the form of cash, the Portfolio Manager shall endeavour to sell the Securities and pay the net proceeds thereof to the Client within a period of 30 (thirty) days of termination of the Agreement. Provided that if the Portfolio Manager is for any reason unable to sell the Securities, the Client shall be obliged to accept the Securities. Till such termination of this agreement, the Portfolio Manager shall be entitled to act in its capacity as Portfolio Manager as per this agreement

12.7. In the event of the death of the Client, the legal representative of the Client shall intimate the Portfolio Manager of the death of the Client as soon as possible, and this Agreement shall thereupon terminate on the expiry of 30 (thirty) days of the Portfolio Manager receiving such intimation. Till such termination of this agreement, the Portfolio Manager shall be entitled to act in its capacity as Portfolio Manager as per this agreement. The power of attorney granted by the Client under clause [2.3] of this agreement shall continue to subsist after the demise of the Client for a period of 30 (thirty) days from the date on which the Portfolio Manager is informed of the death of the Client by the legal representative of the Client and the Portfolio Manager shall be entitled to continue to act under the terms of the said power of attorney.

12.8. Upon the termination of this Agreement as a consequence of the death of the Client, the Portfolio Manager shall:

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

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

(ii) deliver the Assets to the nominee of the Client (as designated in the Application), or, if the nominee is not specified, to such persons as the Portfolio Manager has bonafide reason to believe are the heirs, executors or administrators of the deceased Client.

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

(I) permit the surviving person(s) who comprise the Client ("survivor/s") to operate the Bank Account (if opened in the name of the Client) and/or the Depository Account (if opened in the name of the Client), if the rules of operation of the Bank Account and/or the Depository Account so permit; and/or,

(ii) deliver Assets to the survivor/s. Upon such delivery, the Portfolio Manager shall stand discharged of all obligations hereunder or in relation to the Assets.

12.9. The provisions of this Agreement relating to the payment of Portfolio Management fees, costs, charges, expenses and other amounts to the Portfolio Manager, and all such rights and obligations which have accrued or arisen prior to and/or as a result of the termination of this Agreement shall survive the termination of this Agreement

12.10. Any amendments and additions to the Contract are to be valid only if made in writing and signed by duly authorized representatives of both the parties.

12.11 Subsequent to the execution of this agreement all and any prior communications, correspondence, acceptances and negotiations are to be considered null and void.

12.12 Neither Party has the right to assign its rights and obligations under the Contract to any third party without written consent of the other party.

### 13. NOTICES

All notices to the Client shall be sent to the addresses, facsimile numbers or e-mail address stated in Application. All notices to the Portfolio Manager shall be sent by Registered Post (AD) at the following address or such other address as the Portfolio Manager may inform the Hedge House, Mamangalam , Cochin -682025 .



..... (23/27)  
Signature of First Holder



..... (23/27)  
Signature of Second Holder



..... (23/27)  
Signature of Third Holder

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

#### **15. REPRESENTATIONS, WARRANTIES AND DECLARATIONS**

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

(i) The Client has full power, capacity and authority to execute, deliver and perform this Agreement and has taken all necessary action (corporate, statutory, contractual or otherwise) to authorise the execution, delivery and performance of this Agreement in accordance with its terms.

(ii) This Agreement has been duly executed and delivered by the Client and constitutes a legal, valid and binding obligation of the Client, enforceable against the Client in accordance with its terms.

(iii) The execution, delivery and performance by the Client of this Agreement and the acts and transactions contemplated hereby do not and will not, with or without the giving of notice or lapse of time or both, violate, conflict with, require any consent under or result in a breach of or default under:

(a) any law to which he/she/it is subject; or\

(b) any order, judgement or decree applicable to him/her/ it; or

(c) any term, condition, covenant, undertaking, agreement or other instrument to which he/she/it is a party or by which it is bound,

(iv) There are no legal, quasi-legal, administrative, arbitration, mediation, conciliation or other proceedings, claims, actions, government investigations, orders, judgements or decrees of any nature made, existing, threatened, anticipated or pending against the Client which may prejudice the due performance or enforceability of this Agreement or any obligation, act, omission or transactions contemplated hereunder.

(v) The Portfolio Manager shall not change any terms of the agreement without prior written consent of the Client. Provided, however that the Portfolio Manager may from time to time alter the agreement, if required, for complying with any change in statute, regulations or with the requirements of any competent authority. The same shall be intimated to the Client by the Portfolio Manager and the Client shall be deemed to have agreed to the alteration.

#### **16. SETTLEMENT OF DISPUTES / ARBITRATION**

In the event of any dispute arising out of or related to this Agreement, which cannot be resolved through negotiations between the parties, the same shall be settled exclusively by arbitration in accordance with the Arbitration and Conciliation Act, 1996. The venue of arbitration shall be Kochi (India).

#### **17. PROPER LAW**

This Agreement shall be subject to the guidelines regarding Portfolio management viz., the Securities and Exchange Board of India (Portfolio Managers) Regulations, 1993 made by SEBI and any amendments made thereto from time to time. This Agreement shall be governed by the law of India. All legal actions and proceedings, if any, relating hereto shall be subject to the jurisdiction of the Courts in Mumbai, India only.

#### **18. INTERPRETATION**

In the event of there being more than one person as Clients mentioned in the recitals/signature clause of the Agreement, wherever the context so requires, the word "Client" shall be construed as "Clients" and the grammar and construction of every concerned sentence shall be deemed to be appropriately amended to indicate more than one Client. The captions herein are included for convenience of reference only and shall be ignored in the construction or interpretation hereof.



----- (24/27)  
Signature of First Holder



----- (24/27)  
Signature of Second Holder



----- (24/27)  
Signature of Third Holder



## 19. ADDITIONAL TERMS AND CONDITIONS APPLICABLE TO NRI

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

- (a) The Client represents that the Client has obtained all relevant exchange control permissions for the purpose of entering into this Agreement and performing the transactions hereunder (including without limitation approvals required from the RBI). The Client shall adhere with all requirements of all exchange control regulations applicable to the Client in all dealings / transactions.
- (b) In the event of any change in the status of the Client, the Client shall forthwith inform the Portfolio Manager of the same.
- (c) All communications / intimations by the Client to the Portfolio Manager shall be accompanied by the requisite approvals from RBI and/or any other regulatory authorities.
- (d) The Portfolio Manager shall also be specifically empowered pursuant to this Agreement to liaise with the RBI for legal approvals/reporting on behalf of the Client.
- (e) The Portfolio Manager shall not be liable for any loss caused to the Client as a consequence of any delay of RBI or any other regulatory authority.
- (f) The Client shall indemnify the Portfolio Manager for the consequences that the Portfolio Manager may suffer due to any non-compliance by the Client with any regulatory requirements.
- (g) Without prejudice to the other provisions contained herein above, in all dealings with the Client the Portfolio Manager shall be entitled to presume (without being bound to) that the Client has obtained all necessary approvals pursuant to the applicable exchange control regulations.
- (h) In the event of any Securities purchased for the Client not being registered in the Client's name due to any regulatory restrictions (including the ceiling on percentage of NRI holdings in the relevant company), the Client shall be liable for and shall indemnify the Portfolio Manager from all losses that the Portfolio Manager may suffer as a consequence of such transaction (including without limitation, the loss arising out of the sale of such securities in the market).
- (i) The Portfolio Manager shall be entitled to rely upon and deduct tax at source on the basis of certificates and/or statements of calculation of income and capital gains given to the Portfolio Manager by the Client or the Client's Chartered Accountants. The Portfolio Manager shall not be liable for any inaccuracy or error in the computation thereby and shall be entitled to rely upon the same as being true, fair and complete in all respects. The Client shall indemnify the Portfolio Manager for all losses caused as a consequence of any misrepresentation, incompleteness, inaccuracy or error in such computations / statements / certificates, as the case may be.



..... (25/27)  
Signature of First Holder



..... (25/27)  
Signature of Second Holder



..... (25/27)  
Signature of Third Holder

**For Hedge Equities Limited**

PMS

**Authorised Signatory (ies)**

# POWER OF ATTORNEY

I/We.....residing at.....  
 .....  
 am/are a PMS client of Hedge Equities Limited having Beneficial Owner Identification Number (BO ID) 12057300.....

Now know you all and these presents witness that I/ we do hereby nominate, constitute and appoint Hedge Equities Limited bearing PMS registration No. INP000003476 (hereinafter referred to as "Portfolio Manager") as my true and lawful attorney and authorise it to perform the following functions on my behalf:

In respect of PMS transactions done on my/our behalf through Hedge Equities Limited, I/We hereby authorize Hedge Equities Limited to operate and to effect the transfer of shares by way of off-market transfer from my/our above referred BO ID with Hedge Equities Ltd. to the Hedge Equities Limited BO ID: 1205730000314681 and 1205730000314694.




To apply for various products like Mutual Funds, Bonds, Public Issues (shares as well as debentures), rights, offer of shares, tendering shares in open offers etc pursuant to oral/written/electronic instructions given by me/us.

To return to me/us, the securities that may have been received by the Portfolio Manager erroneously or those securities that the Portfolio Manager was not entitled to receive from me/us

I/We further agree and confirm that the powers and authorities conferred by this Power of Attorney shall continue until it is revoked (without notice) in writing or upon closure of my/our PMS Account, whichever is earlier.

This document shall be subject to the jurisdiction of the Courts in Kochi, Kerala.

IN WITNESS where of I/We set my/our hands at this ..... day of ..... 20.....

	First/Sole Holder	Second Holder	Third Holder
Name			
Signature	▶  ..... (27/27)	▶▶  ..... (27/27)	▶▶▶  ..... (27/27)

Witness 1

Name : .....  
 Address : .....  
 .....

Signature :   .....

Witness 2

Name : .....  
 Address : .....  
 .....

Signature :   .....

For Hedge Equities Ltd.,

Authorised Signatory(ies)

Mobile Number is mandatory, if you are giving Power of Attorney (POA)

Signature of First Holder ..... (26/27)   
 Signature of Second Holder ..... (26/27)   
 Signature of Third Holder ..... (26/27) 