

Client Name :

Client Code :



**K R I I S**

The Portfolio Management Company

*Your Legacy Creators*

## INSTRUCTIONS CHECKLIST

### A. Important Instructions:

1. Please fill the form in English and in BLOCK letters with black ink.
2. Name & address of the client mentioned on the KRIIS account opening form, Axis Bank Account Opening Form (For NRI clients only) and Axis KYC / demat form should match with the documentary proof submitted.
3. If permanent and correspondence address is different, then address proof of both have to be submitted.
4. If client is unable to visit India to sign the Axis Bank account opening form and Axis KYC / Demat Form in presence of Bank then in that case all KYC documents should be self-attested by the client and also attested by any one of official/entities stated below.
  - Any authorized official of overseas branches of Scheduled Commercial Banks registered in India.  
Click on : <https://rbidocs.rbi.org.in/rdocs/Content/pdfs/71206.pdf> - for country wise list of Indian bank Branches at Overseas location  
Click on : [https://rbidocs.rbi.org.in/rdocs/content/pdfs/08BANKLISH08102018\\_A1.pdf](https://rbidocs.rbi.org.in/rdocs/content/pdfs/08BANKLISH08102018_A1.pdf) - for list of Scheduled Commercial Banks
  - Any branch of overseas bank with whom Axis Bank has relationship
  - Notary Public abroad / Court Magistrate abroad / Judge abroad
  - Indian Embassy/Consulate General in the overseas country where the non-resident client resides
5. If client belongs to UK & European union countries, GDPR declaration would be required.
6. If proof of identity or address is in a foreign language, then its English translation will be required and those documents should also be attested by either of the above mentioned official/entities.
7. Copies of all the documents submitted by the client should be self-attested.
8. Signature can be in English, Hindi or any of the other languages contained in the 8th Schedule of the Constitution of India. The impressions and signatures other than the above mentioned languages must be attested by a Magistrate or Notary Public or a Special Executive Magistrate under his/her official seal.

### B. Documents Evidencing Proof :

#### a. For Resident Individuals

##### **Identity Proof for opening demat account (Any 1) - 2 copies**

1. Aadhar Card/PAN Card/Valid Passport (Front & Back Page)/Voter ID Card/Valid Driving Licence
2. Birth certificate (For minor applicant only)

##### **Address Proof for opening demat account (Any 1) - 2 copies**

1. Valid Passport (Front & Back Page)/Aadhar Card/Voter ID Card/Valid Driving Licence

#### b. For Resident HUF

##### **Identity Proof for opening demat account - 2 copies**

1. PAN card of Karta & HUF

##### **Address Proof of karta for opening demat account (Any 1) - 2 copies**

1. Valid Passport (Front & Back Page)/Aadhar Card / Voter ID Card / Valid Driving Licence

##### **Address Proof of HUF for opening demat account - 2 copies**

1. Bank Statement consisting Account Name, Account Number, IFSC code, MICR code with Bank seal of last 3 months with cancelled cheque.

#### c. For Non-Resident Individual

##### **Identity Proof for opening bank account - 2 copies**

1. Indian/Foreign Passport (Front & Back Page) (Mandatory)
2. PAN Card (Mandatory)

##### **Identity Proof for opening demat account - 2 copies**

We require identity proof of Foreign country of residency from the below mentioned list

1. Valid Passport (Front & Back page)/Voter ID Card/Valid Driving Licence (Mandatory)
2. PAN Card (Mandatory)

##### **Proof of NRI/PIO Status for opening bank account - 2 copies**

For Indian Passport Holder : Valid Visa with latest immigration stamp (Employment/Residence/Student/Dependent etc)/Work Permit/Resident Permit)

For Foreign Passport Holder : OCI Card/PIO card. In the absence of OCI Card/PIO card, client needs to fill PIO declaration as mentioned in bank account opening form

**Address Proof for opening bank account (Any 1) - 2 copies**

We will require address proof of India and foreign country of residency irrespective of the mailing address of clients according to the table given below

List of KYC Documents	Indian Address Proof	Foreign Address Proof
Valid Passport (Front & Back Page)	Yes	No
Valid Driving Licence	Yes	Yes
Aadhar Card / Voter ID Card	Yes	No
Job card issued by NREGA duly signed by an officer of the state government	Yes	No
Letter issued by the National Population registered containing details of name and address	Yes	Yes
Documents issued by the Government departments of foreign jurisdictions like OCI/PIO card, Work/Resident Permit, Social Security card, Green card etc. (Accepted only in case of foreign citizen holding PIO/OCI card)	Yes	Yes
Letter issued by the Foreign Embassy or Mission in India (Accepted only in case of foreign citizen holding PIO/OCI card)	Yes	Yes

**Address Proof for opening demat account (Any 1) - 2 copies**

We require address proof of India and foreign country of residency both from the below mentioned list along with Valid Passport (Front & Back) & Valid Visa with latest immigration stamp.

- Aadhar Card/Voter ID Card/Valid Driving Licence
- Utility Bill (Electricity bill/Phone bill)/Bank Statement consisting Account Name, Account Number, IFSC code, MICR code with Bank seal of last 3 months

**d. For Firm and Pvt Ltd Company :**
**Identity Proof for opening demat account - 2 copies**

- PAN card

**Address Proof for opening demat account (Any 1) - 2 copies**

- Registered Partnership / LLP Deed including supplementary agreement, if any for firm only
- Registration Certificate/GST registration Certificate/Professional Tax Certificate/Import Export Code Certificate/Shop & Establishment Certificate/Trade License/Factory Registration License
- Rent Agreement with last 3 months utility bill/Bank statement consisting Account Name, Account Number, IFSC code, MICR code with Bank seal etc
- Utility bill not older than 2 months (Electricity bill/Phone bill/water bill).
- Bank Statement consisting Account Name, Account Number, IFSC code, MICR code with Bank seal etc of last 3 months with cancelled cheque

<b>C. Bank account details for transferring funds :</b>
---

**a. For Resident**

Bank Name : Axis Bank Ltd  
 Bank Branch : Worli Naka Branch  
 Account Name : Kriis Portfolio Private Limited - Kriis Multicap Advantage Strategy  
 Account Type : CurrentAccount  
 Account Number : 923020008392765  
 IFSC Code : UTIB0000653  
 MICR code : 400211054

**b. For Non-Resident Individuals**

Bank account details shall be provided to the client once the account with Axis Bank is opened.

## REQUIREMENTS LIST

### Documents required to open a Demat account with Axis Bank Limited:

#### **A. For Resident Individuals :**

1. Recent Passport size photographs (2 photos)
2. Self-attested copy of Identity and Address Proof (2 copies)

**In case applicant is a minor**, a guardian needs to be appointed.

#### **Following are the documents required for a guardian :**

- Self-attested copy of Identity and address proof with relationship (2 copies)
- Recent Passport size photographs (2 photos)

#### **For a Nominee:**

- Self attested copy of Identity and address proof with relationship (2 copies)
- Recent Passport size photographs (2 photos)

**In case the nominee is a minor**, a guardian needs to be appointed for the nominee.

#### **Following are the documents required for a guardian:**

- Self attested copy of Identity and address proof with relationship (2 copies)
- Recent Passport size photographs (2 photos)

#### **For Minor Nominee:**

- Birth Certificate or Aadhaar Card or Passport (Front & Back Page) (2 copies)

**\*Please note that in case of a Joint account, above documents of both the holders have to be submitted.**

### Documents required to open a Demat account with Axis Bank Limited:

#### **B. For Resident Hindu Undivided Family (HUF) :**

1. Recent Passport size photographs of Karta (3 photos)
2. Recent Passport size photograph of co-parceners (1 photo)
3. Self-attested copy of Identity and Address Proof of Karta, HUF and Co-parceners (2 copies)
4. In case any of the co-parceners is a minor, please provide birth certificate duly signed by Karta (2 copies)

**\* HUF stamp is mandatory on all the documents of Karta.**

**Documents required to open a PMS NRE / NRO Bank account with and Demat account with Axis Bank Limited :**

**C. For Non-Resident Individuals :**

1. Self-attested copy of Identity proof (4 copies)
2. Proof of NRI/PIO status (4 copies)
3. Self-attested copy of Address proof of India and Foreign country of residence (4 copies)
4. Recent Passport size photographs (4 photos)

**For a Nominee:**

- Self attested copy of Identity and address proof with relationship (4 copies)
- Recent Passport size photographs (4 photos)

**In case the nominee is a minor,** a guardian needs to be appointed for the nominee.

**Following are the documents required for a guardian:**

- Self attested copy of Identity and address proof with relationship (4 copies)
- Recent Passport size photographs (4 photos)

**For Minor Nominee:**

- Birth Certificate or Aadhaar Card or Passport (Front & Back Page) (4 copies)

**Notes :**

1. Please note that in case of a Joint account, above documents of both the holders have to be submitted.
2. If client already has an account with Axis Bank then we would require only self-attested KYC documents or else all the KYC documents should be notarised with self-attestation.

**Documents required to open a Demat account with Axis Bank Limited :**

**D. For Firm and Pvt Ltd Company :**

1. Self-attested copy of Identity and Address proof of Firm/Company (2 copies)
2. Self-attested copy of Registration Certificate (2 copies)
3. Self-attested copy of Partnership Deed/Memorandum and Articles of Association (2 copies)
4. Self-attested copy of Audited Financials of Firm/Company for last 2 financial years duly certified by Chartered Accountant. In case firm is a newly incorporated then only nil financial declaration is required (2 copies)
5. Self-attested copy of PAN card and Aadhar card of all partners/directors, authorised signatory and UBO's (2 copies)
6. Resolution for opening and operation of demat account for investing in securities market with clear mode of operation (2 copies)
7. Shareholding Pattern along with List of Partners/Directors (2 copies)
8. Certified copy of DIR 12 and its challan, in case directors are signatories and their name/s are not appearing in Articles of Association only for Companies (2 copies)
9. List of Authorised Signatories (2 copies)
10. List of Ultimate Beneficial Owners holding more than 15% either directly or indirectly in firm/more than 10% for Company (2 copies)
11. MSME Registration Certificate, if registered under MSME Act 2006 (2 copies)
12. Passport size photographs of all partners/directors, authorised signatories, UBO's (4 photos)

**\* Stamp is mandatory on all documents.**

**Details required to open a Demat Account with Axis Bank Limited :**

**A. For Resident Individuals :**

**a. First Applicant**

1	Maiden name (if any)									
2	Mother name									
3	Marital Status									
4	City of birth									
5	Occupation									
6	Gross annual Income p.a for last 3 financial years	<table border="1"> <thead> <tr> <th>Years</th> <th>Amount in Rs.</th> </tr> </thead> <tbody> <tr> <td></td> <td></td> </tr> <tr> <td></td> <td></td> </tr> <tr> <td></td> <td></td> </tr> </tbody> </table>	Years	Amount in Rs.						
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As on Date										
8	Email address									
9	Contact details									

**In case applicant is a minor**, a guardian needs to be appointed.

**Following are the details required for a guardian :**

1	Relationship	
2	Email address	
3	Contact details	

**For a Nominee :**

1	Relationship	
2	Email address	
3	Contact details	

**In case a nominee is a minor**, a guardian needs to be appointed for the nominee.

**Following are the details required for a guardian :**

1	Relationship	
2	Email address	
3	Contact details	

**b. Second Applicant**

1	Maiden name (if any)									
2	Mother name									
3	Marital Status									
4	City of birth									
5	Occupation									
6	Gross annual Income p.a for last 3 financial years	<table border="1"> <thead> <tr> <th>Years</th> <th>Amount in Rs.</th> </tr> </thead> <tbody> <tr> <td></td> <td></td> </tr> <tr> <td></td> <td></td> </tr> <tr> <td></td> <td></td> </tr> </tbody> </table>	Years	Amount in Rs.						
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8	E-mail address									
9	Contact details									

**B. For Resident Hindu Undivided Family (HUF) :**

1	Nature of business																											
2	TIN/GST Registration No																											
3	Whether Registered Under MSMED Act 2006 <i>(If yes, please provide MSME Registration Certificate)</i>																											
4	Gross annual Income p.a for last 3 financial years	<table border="1"> <thead> <tr> <th>Years</th> <th>Amount in Rs.</th> </tr> </thead> <tbody> <tr> <td></td> <td></td> </tr> <tr> <td></td> <td></td> </tr> <tr> <td></td> <td></td> </tr> </tbody> </table>	Years	Amount in Rs.																								
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**C. For Non-Resident Individuals :**

**a. First Applicant**

1	Maiden name (if any)													
2	Mother name													
3	Mother's Maiden Name													
4	Marital Status													
5	Spouse name													
6	Citizenship ISO 3166 Country Code													
7	Resident Status	<input type="checkbox"/> Non Resident Indian <input type="checkbox"/> Foreign National <input type="checkbox"/> Person of Indian Origin												
8	Residence type	<input type="checkbox"/> Owned <input type="checkbox"/> Rented												
9	City and Country of birth													
10	Occupation													
11	If salaried, employed with	<input type="checkbox"/> Private Limited <input type="checkbox"/> Partnership <input type="checkbox"/> Proprietorship <input type="checkbox"/> Government <input type="checkbox"/> Public Limited <input type="checkbox"/> Public Sector <input type="checkbox"/> Multinational <input type="checkbox"/> Others (Please specify _____)												
12	If Self-employed professional	<input type="checkbox"/> Doctor <input type="checkbox"/> CA <input type="checkbox"/> Lawyer <input type="checkbox"/> Architect <input type="checkbox"/> IT consultant <input type="checkbox"/> Others (Please specify _____)												
13	Educational Qualification													
14	Choice of Correspondence	<input type="checkbox"/> Indian Address <input type="checkbox"/> Overseas Address												
15	Name of foreign currency earned													
16	Gross annual Income p.a for last 3 financial years	<table border="1"> <thead> <tr> <th>Years</th> <th>Amount in Rs.</th> </tr> </thead> <tbody> <tr> <td></td> <td></td> </tr> <tr> <td></td> <td></td> </tr> <tr> <td></td> <td></td> </tr> </tbody> </table>	Years	Amount in Rs.										
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20	Portfolio Investment Scheme (PIS) number and RBI approval date for NRE and NRO account (if any)		<b>PIS no</b>	<b>RBI Approval date</b>
		For NRE		
		For NRO		
21	E-mail address			
22	Contact details			

**For a Nominee :**

1	Relationship	
2	Email address	
3	Contact details	

**In case a nominee is a minor,** a guardian needs to be appointed for the nominee.

**Following are the details required for a guardian :**

1	Relationship	
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**b. Second Applicant**

1	Maiden name (if any)									
2	Mother name									
3	Mother's Maiden Name									
4	Marital Status									
5	Spouse name									
6	Citizenship ISO 3166 Country Code									
7	Resident Status	<input type="checkbox"/> Non Resident Indian <input type="checkbox"/> Foreign National <input type="checkbox"/> Person of Indian Origin								
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11	If salaried, employed with	<input type="checkbox"/> Private Limited <input type="checkbox"/> Partnership <input type="checkbox"/> Proprietorship <input type="checkbox"/> Government <input type="checkbox"/> Public Limited <input type="checkbox"/> Public Sector <input type="checkbox"/> Multinational <input type="checkbox"/> Others (Please specify _____)								
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For NRO															
21	E-mail address														
22	Contact details														


**D. For Firm and Company :**

1	Nature of business										
2	Gross annual Income p.a for last 3 financial years	<table border="1"> <tr> <td><b>Years</b></td> <td><b>Amount in Rs.</b></td> </tr> <tr> <td></td> <td></td> </tr> <tr> <td></td> <td></td> </tr> <tr> <td></td> <td></td> </tr> </table>		<b>Years</b>	<b>Amount in Rs.</b>						
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<b>As on Date</b>											
4	E-mail address and contact details for firm / Company										
5	E-mail address and contact details for all partners/directors and authorised signatories										
6	DIN Number of all partners, if any										
7	TIN / GST Registration No										

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# ACCOUNT OPENING FORM

## For Individuals

A. IDENTIFY DETAILS												PHOTOGRAPH  Please affix your recent passport size photograph and sign across it  	
<b>FIRST APPLICANT</b>													
Full Name of the Applicant													
Contact No.													
Primary E-mail ID													
Secondary E-mail ID													
<b>Residential Status</b> <input type="checkbox"/> Resident Individual <input type="checkbox"/> Foreign National <input type="checkbox"/> Non Resident <input type="checkbox"/> Person of Indian Origin													
PAN						(UID)/Aadhaar No.							
Address for Correspondence													
City / Town / Village							State						
Country							Pin Code						
Occupation													
B. BANK ACCOUNT DETAILS OF THE FIRST APPLICANT												<input type="checkbox"/> Resident Individual <input type="checkbox"/> NRI	
Bank Name													
Branch Name													
Bank Address													
Account Name													
Account Type		<input type="checkbox"/> Saving		<input type="checkbox"/> Current		<input type="checkbox"/> Others (please specify) _____							
Bank Account No.													
MICR No.													
IFSC Code													
C. BANK ACCOUNT DETAILS OF THE NRI PIS ACCOUNT													
Bank Name													
Branch Name													
Bank Address													
Account Name													
Account Type		<input type="checkbox"/> Saving		<input type="checkbox"/> Current		<input type="checkbox"/> Others (please specify) _____							
Bank Account No.													
MICR No.													
IFSC Code													

# ACCOUNT OPENING FORM

## For Individuals

A. IDENTIFY DETAILS												PHOTOGRAPH  Please affix your recent passport size photograph and sign across it  	
<b>SECOND APPLICANT</b>													
Full Name of the Applicant													
Contact No.													
Primary E-mail ID													
Secondary E-mail ID													
<b>Residential Status</b> <input type="checkbox"/> Resident Individual <input type="checkbox"/> Foreign National <input type="checkbox"/> Non Resident <input type="checkbox"/> Person of Indian Origin													
PAN						(UID)/Aadhaar No.							
Address for Correspondence													
City / Town / Village							State						
Country							Pin Code						
Occupation													
B. BANK ACCOUNT DETAILS OF THE SECOND APPLICANT												<input type="checkbox"/> Resident Individual <input type="checkbox"/> NRI	
Bank Name													
Branch Name													
Bank Address													
Account Name													
Account Type		<input type="checkbox"/> Saving		<input type="checkbox"/> Current		<input type="checkbox"/> Others (please specify) _____							
Bank Account No.													
MICR No.													
IFSC Code													
C. BANK ACCOUNT DETAILS OF THE NRI PIS ACCOUNT													
Bank Name													
Branch Name													
Bank Address													
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Account Type		<input type="checkbox"/> Saving		<input type="checkbox"/> Current		<input type="checkbox"/> Others (please specify) _____							
Bank Account No.													
MICR No.													
IFSC Code													

# ACCOUNT OPENING FORM

## For Individuals

D. NOMINATION DETAILS			
I/We the sole holder/Joint holder/Guardian (in case of nominee) hereby declare that: <input type="checkbox"/> I/We do not wish to nominate any one for this account. <input type="checkbox"/> I/We nominate the following person who is entitled to receive security balances held in Depository lying in my / our account, particulars whereof are given below, and is the said Beneficiary owner in the event of my/our death. (As per Nominee details given below)			
NOMINATION DETAILS	First Nominee	Second Nominee	Third Nominee
Full Name of the Nominee			
Relationship with BO or Applicant			
Date of Birth (Mandatory if Nominee is minor)			
E. GUARDIAN DETAILS (in case nominee is minor)			
Full Name of the Guardian			
Relationship of the Guardian with the Nominee			
F. INVESTMENT PROFILE			
Do you intend to invest in stock market with -      Own Funds <input type="checkbox"/> Borrowed Funds <input type="checkbox"/>			
In case of borrowed funds, please specify sources of funds and attach certificate / opinion report from the banker / financial institution confirming that there has been no default in the clients account			
<b>Sources</b>	<b>Amount (Rs.)</b>		
G. PAST ACTIONS			
Please give details of any action/proceedings initiated/pending/taken by SEBI/Stock exchange/any other authority against the applicant/constituent or it's Partners/Promoters/Directors/Authorised Persons in charge of dealing in securities for violation of securities laws/other economic offenses during the last 3 years			
H. INTRODUCER DETAILS			
Name of the Introducer			
E-mail ID		Contact No	
Signature of Introducer			
I. DECLARATION			
I/We hereby declare that the details furnished above are true and correct to the best of my knowledge and belief and I/we undertake to inform you of any changes therein, immediately. In case any of the above information is found to be false or untrue or misleading or misrepresenting, I am/we are aware that I/we may be held liable for it.			



Signature of First Holder




Signature of Second Holder

Date :

Place :

# ACCOUNT OPENING FORM

## For Non-Individuals

A. IDENTIFY DETAILS										
Full Name of the Applicant					PHOTOGRAPH  Please affix your recent passport size photograph and sign across it  					
Contact No.										
Primary E-mail ID										
Secondary E-mail ID										
Residential Status					<input type="checkbox"/> Resident <input type="checkbox"/> Foreign National <input type="checkbox"/> Non Resident <input type="checkbox"/> Person of Indian Origin					
Status					<input type="checkbox"/> Partnership Firm <input type="checkbox"/> Private Limited Co. <input type="checkbox"/> Public Limited Co. <input type="checkbox"/> Artificial Juridical <input type="checkbox"/> Person <input type="checkbox"/> Trust <input type="checkbox"/> Liquidator <input type="checkbox"/> HUF <input type="checkbox"/> LLP <input type="checkbox"/> Society <input type="checkbox"/> AOP/BOI <input type="checkbox"/> FPI Category <input type="checkbox"/> Others _____					
PAN					Registration No.					
Address for Correspondence										
City / Town / Village					State					
Country					Pin Code					
Occupation										
B. BANK ACCOUNT DETAILS OF THE APPLICANT										
					<input type="checkbox"/> Resident			<input type="checkbox"/> NRI		
Bank Name										
Branch Name										
Bank Address										
Account Name										
Account Type					<input type="checkbox"/> Current			<input type="checkbox"/> Others (please specify) _____		
Bank Account No.										
MICR No.										
IFSC Code										
C. BANK ACCOUNT DETAILS OF THE NRI PIS ACCOUNT										
Bank Name										
Branch Name										
Bank Address										
Account Name										
Account Type					<input type="checkbox"/> Current			<input type="checkbox"/> Others (please specify) _____		
Bank Account No.										
MICR No.										
IFSC Code										

**D. INVESTMENT PROFILE**

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

In case of borrowed funds, please specify sources of funds and attach certificate/opinion report from the banker/financial institution confirming that there has been no default in the clients account

Sources	Amount (Rs.)

**E. PAST ACTIONS**

Please give details of any action/proceedings initiated/pending/ taken by SEBI/Stock exchange/any other authority against the applicant/constituent or it's Partners/ Promoters/Directors/Authorised Persons in charge of dealing in securities for violation of securities laws/other economic offenses during the last 3 years

**F. INTRODUCER DETAILS**

Name of the Introducer

E-mail ID

Contact No

Signature of Introducer

**G. DECLARATION**

I/We hereby declare that the details furnished above are true and correct to the best of my 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.

	Sole/First Authorised Signatory	Second Authorised Signatory
Name		
Designation		
Signature		



Date :

Place :



## RISK PROFILE QUESTIONNAIRE

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

### SECTION 1 - About You - Your Overall General Attitude toward Investment Risk

**1. Your Investment Experience:**

**How many years of experience do you have with investment products the value of which can fluctuate (including “buy and hold” and active trading)? For example, stocks, unit trusts, foreign currencies, commodities, structured investment products, warrants, options, futures, investment-linked insurance plans.**

- a) New to Market
- b) Experience 1-3 years
- c) Experience 3+ years

**2. What is your Investment goal?**

- a) Capital appreciation
- b) Regular income
- c) Capital appreciation and regular income
- d) To build long-term wealth

**3. Your Risk Behaviour**

- a) High Risk
- b) Moderate Risk
- c) Current Life Cover Value (in Rs.)
- d) Not Sure

**4. Your Investment Tenure:**

**What is your investment horizon and when do you plan to start withdrawing money from the portfolio?**

- a) Ultra Short term (<30 days)
- b) Short term (=1 month <1 year)
- c) Medium term (= 1-3 years)
- d) Long term (= 3-5 years)
- e) Not Sure

**5. Your current Investment portfolio consist of?**

- a) Real Estate
- b) Mutual Funds
- c) Stocks/Equity
- d) Insurance
- e) Future & Options (FNO)
- f) Commodities like Gold
- g) Bonds, Corporate Fixed Deposits (FDs) and Non-Convertible Debentures (NCDs)
- h) Saving Bank Account and Fixed Deposits
- i) Public Provident Fund (PPF)
- j) National Pension System (NPS)
- k) Asset Under Administration [Stock Price (SP)/ Portfolio Management Services (PMS) / Alternative Investment Fund (AIF)]
- l) Recurring Deposit (RD)
- m) No Asset
- n) No Answer

**6. Products you would be interested in for Investment**

- a) Real Estate
- b) Mutual Funds
- c) Stocks/Equity
- d) Future & options (FNO)
- e) Life Insurance
- f) General Insurance
- g) Commodities
- h) Fixed Income - Bonds, Corporate Fixed Deposits (FDs) and Non-Convertible Debentures (NCDs)
- i) Asset Under Administration (AUA) [Stock Price (SP) / Portfolio Management Services (PMS) / Alternative Investment Fund (AIF)]
- j) Loans & Fundings
- k) Initial Public Offering (IPO)
- l) No Answer

**7. Systematic Investment Plan (SIP)**

Amount:  
Frequency: Monthly/Quarterly/Annually

**8. Systematic Investment Provision**

Amount:  
Frequency: Monthly/Quarterly/Annually

I/we confirm that the information I/we have furnished is true and correct to the best of my/our knowledge and belief.

  
\_\_\_\_\_  
Signature of First Holder

  
\_\_\_\_\_  
Signature of Second Holder

**Date :**

**Place :**

**Disclaimer:**

This questionnaire is provided by us. The results of this questionnaire are derived from information that you have provided and only serve as a reference for your consideration when making your own investment decisions. This questionnaire and the results are not an offer to sell or a solicitation for an offer to buy any financial products and services and they should not be considered as investment advice. We accept no responsibility or liability as to the accuracy or completeness of the information given. Personal information collected in this questionnaire will be kept confidential by us. The information may be used by us under a duty of confidentiality for designing and/or marketing of financial products and services.

**This Space is intentionally kept blank**

# PORTFOLIO INVESTMENT MANAGEMENT AGREEMENT

THIS PORTFOLIO INVESTMENT MANAGEMENT AGREEMENT made on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ between  
(a) \_\_\_\_\_, an individual/a sole proprietary concern/a partnership firm/a limited liability partnership/a company/a body corporate/a hindu undivided family/a trust/a society or any other body formed and registered under the relevant Act, having his/her/its residence/registered office/place of business at \_\_\_\_\_

("hereinafter referred to as First Holder").

(b) \_\_\_\_\_, an individual/a sole proprietary concern/a partnership firm/a limited liability partnership/a company/a body corporate/a hindu undivided family/a trust/a society or any other body formed and registered under the relevant Act, having his/her/its residence/registered office/place of business at \_\_\_\_\_

("hereinafter referred to as Second Holder").

(Hereinafter collectively referred to as the "Client" which expression shall, unless repugnant to the context or meaning thereof, be deemed to include his/her/its/their respective heirs, executors, administrators, successors, legal representatives and permitted assigns) of the ONE PART.

AND

Kriis Portfolio Private Limited, a Company incorporated under the Companies Act, 2013 having its registered office at office no 606, Runwal R-Square, LBS Marg, Mulund (West), Mumbai - 400080 (Hereinafter referred to as "The Portfolio Manager", which expression shall unless repugnant to the context or meaning thereof, be deemed to include its successors and permitted assigns) of the OTHER PART.

## WHEREAS :

- (a) Kriis Portfolio Private Limited is registered with Securities and Exchange Board of India as a portfolio manager under the Securities and Exchange Board of India (Portfolio Managers) Regulations, 1993 vide Registration No.INP000006545 dated 03.04.2019.
- (b) The Portfolio Manager is engaged in investing the funds of its Clients in securities on their behalf and providing them portfolio management services on discretionary/non-discretionary/advisory basis after ascertaining their investment needs and objectives.
- (c) The Client is desirous of appointing the Portfolio Manager for managing the investment of his/her/its assets on a discretionary basis to avail of Portfolio Management services from the Portfolio Manager.
- (d) The Portfolio Manager has made available to the Client, a copy of the Disclosure Document as specified in Schedule V of Regulation 22(3) of Securities and Exchange Board of India (Portfolio Managers) Regulations, 2020 along with a certificate in Form C as specified in Schedule I of said Regulations and the client has read and understood the contents of the same.
- (e) At the request of the client, the Portfolio Manager has agreed to provide Discretionary Portfolio Management Service (as defined below) to the Client.
- (f) 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

In this Agreement, unless the context or meaning thereof otherwise requires, the following expressions shall have the meaning assigned to them hereunder respectively:-

- (a) "Act" shall mean the Securities and Exchange Board of India Act, 1992 as amended from time to time;
- (b) "Agreement" means the agreement entered or to be entered into between the client and the Portfolio Manager for availing discretionary portfolio management services rendered by it and shall include all annexures attached hereto, all modifications, alterations, amendments, additions and deletions thereto made in writing upon mutual consent of the parties to the agreement;
- (c) "Applicable Law" shall mean any statute, law, regulation, notification, circular, ordinance, rule, judgment, order, decree, bye-law, approval from a government authority, government resolution, directive, guideline, policy, announcement, procedure, requirement or other government restriction or any similar form of decision, or determination by, or any interpretation or adjudication having the force of law or any of the foregoing issued by any concerned authority having jurisdiction over the matter in question. Any references to laws and regulations in this Agreement shall be deemed to include such laws and regulations as may be amended, revised, updated and/or supplemented from time to time.
- (d) "Application" means the application made by the Client to the Portfolio Manager and to the authorized intermediary for the purpose of opening demat account, to place the monies and/or securities with the Portfolio Manager for Discretionary Portfolio Management Services. On 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;
- (e) "Assets" means (i) the Portfolio and/or (ii) the Funds and all accruals, benefits, allotments, calls, refunds, returns, privileges, entitlements, substitutions and/or replacements or any other beneficial interest including dividend, interest, rights, bonus as well as residual cash balances, if any (represented both by quantity and in monetary value) in relation to or arising out of the Portfolio and/or the funds;
- (f) "Authorised Person" means such persons (acceptable to the Portfolio Manager) as may be authorised by the Client, in writing to perform and discharge all obligations of the Client and/or authorised to make any communication under this Agreement for and on behalf of the Client;
- (g) "Authority" means any entity exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government including but not limited to the Securities and Exchange Board of India and the Reserve Bank of India;
- (h) "Bank Account" means one or more bank accounts opened, maintained and operated by the Portfolio Manager with any of the Scheduled Commercial Banks in its name wherein the funds of the client are held by it on behalf of the Client in a pool account (for resident account holders);  
"Bank Account" means one or more bank accounts opened, maintained and operated by the Portfolio Manager with any of the Scheduled Commercial Banks in the Client's name wherein the funds of the client will be deposited and/or withdrawn (for non-resident account holders);
- (i) "Broker" shall mean a Securities and Exchange Board of India registered stock broker permitted to deal in securities in the Indian capital markets;
- (j) "Business Day" means a day other than (i) Saturday and Sunday; (ii) a day on which both the National Stock Exchange of India Limited/the Bombay Stock Exchange Limited and banks in Mumbai are closed; (iii) any other day declared by the Central Government, by notification in the Official Gazette, to be a public holiday;
- (k) "Client" shall mean the person who has opened a PMS account in the Company - Kriis Portfolio Private Limited, duly registered with the Securities

For Kriis Portfolio Private Limited



Signature of First Holder



Signature of Second Holder

Authorised Signatory

and Exchange Board of India as a Portfolio Manager under the provisions of Securities and Exchange Board of India (Portfolio Managers) Regulations, 1993 as may be amended from time to time;

- (l) "Compliance officer" means the person appointed as such by the Portfolio Manager and intimated to Securities and Exchange Board of India, from time to time;
- (m) "Custodian" shall mean any Securities and Exchange Board of India registered custodian acting as Custodian to the Portfolio, with whom the Portfolio Manager, from time to time, enters into an agreement for availing of custodial services and to perform such other functions like of corporate actions associated with the securities in accordance with the regulations issued by Securities and Exchange Board of India from time to time;
- (n) "Depository Account" means one or more account or accounts opened, maintained and operated by the Portfolio Manager in the name of client with any depository or depository participant registered under the Securities and Exchange Board of India (Depositories and Participants) Regulations, 2018 (as may be amended from time to time), wherein the securities of the client are held by the Portfolio Manager on behalf of the Client in a separate depository account under the respective client's name;
- (o) "Disclosure Document" means the relevant disclosure document filed by the Portfolio Manager with Securities and Exchange Board of India, as may be amended from time to time, pursuant to Securities and Exchange Board of India (Portfolio Managers) Regulations, 2020 and issued to the Client with an objective of providing essential information about the portfolio services provided by the portfolio manager to assist and enable the client in making an informed decision while engaging a portfolio manager, to manage their portfolios;
- (p) "Discretionary Portfolio Management Services" means the portfolio management services on discretionary basis rendered to the client, by the Portfolio Manager on the terms and conditions contained in this agreement, where-in-under the Portfolio Manager exercises any degree of discretion whilst making decisions for the investments or management of the portfolio of securities or the funds of the client;
- (q) "Family" means an individual, his/her spouse, their children born out of wedlock and their parents only;
- (r) "Funds" means the monies managed by the Portfolio Manager on behalf of the Client pursuant to this Agreement and include 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;
- (s) "Intermediaries" means custodian, banker to an issue, trustee, registrar to an issue, merchant banker, depositories, depository participants, transfer and pricing agents, accountants, investee companies, investment advisers, consultants, attorneys, distributors, underwriters, brokers and dealers, insurers and any other persons in any capacity who may be associated with the securities market;
- (t) "Investment Objectives" means the investment objectives as may be agreed by the Client and the Portfolio Manager as detailed in the Application;
- (u) "Investments" means any form of investment including, without limitation, shares, debentures and other categories of securities, derivatives and mutual funds;
- (v) "Net Asset Value" shall mean the value of the assets of the portfolio of the Clients, including of but not restricted to the securities and cash and bank balances plus accrued income and amounts receivable less accrued expenses and amounts payable; all at market value or otherwise at relevant valuation mutually agreed to by the parties in writing;
- (w) "NRI" means a Non-Resident Indian as defined under the Foreign Exchange Management Act, 1999 as may be amended from time to time;
- (x) "Parties" means the Portfolio Manager and the client and the word "Party" shall be construed accordingly;
- (y) "Person" means a natural person, company, corporation, association, unincorporated association, society, hindu undivided family, partnership (general or limited), joint venture, estate, trust, limited liability company, limited liability partnership, proprietorship, single business unit, division or undertaking of any of the above or any other legal entity, individual, government or governmental authority;
- (z) "Portfolio" means client's securities and funds belonging to the Client and maintained/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 placed by the Client with the Portfolio Manager for being managed pursuant to this Agreement, securities acquired by the Portfolio Manager through investment of Funds and bonus, dividend and rights shares and on account of any corporate actions in respect of securities forming part of the Portfolio, so long as the same is managed by the Portfolio Manager pursuant to this agreement;
- (aa) "Portfolio Management Fees" shall have the meaning attributed thereto in Clause 10 below;
- (bb) "Portfolio Manager" means Kriis Portfolio Private Limited who has obtained certificate from Securities and Exchange Board of India to act as a Portfolio Manager under the Securities and Exchange Board of India (Portfolio Managers) Regulations, 1993 vide Registration No. INP000006545 dated 03.04.2019;
- (cc) "Power of Attorney" means the Power of Attorney executed and granted by the client to the Portfolio Manager, in pursuance of this Agreement;
- (dd) "Principal officer and Fund Manager" shall mean CA Rakesh Doshi, Managing Director at KRIIS-The Portfolio Management Company or any other person duly appointed by the Board of Directors of the company and approved by Securities and Exchange Board of India who is responsible for the decisions made by the Portfolio Manager for the management or administration of the portfolio of securities or the funds of the client, as the case may be and all other operations of the Portfolio Manager;
- (ee) "RBI" means the Reserve Bank of India established under the Reserve Bank of India Act, 1934;
- (ff) "Rules" and "Regulations" means all rules and regulations prescribed by Securities and Exchange Board of India and other relevant authorities including without limitation Securities and Exchange Board of India (Portfolio Managers) Regulations, 2020 as may be amended from time to time;
- (gg) "Scheduled Commercial Bank" means any bank included in the Second Schedule to the Reserve Bank of India Act, 1934;
- (hh) "SEBI" means the Securities and Exchange Board of India;
- (ii) "Securities" means securities in electronic form which include:
- i. shares, scrips, stocks, bonds, debentures, debenture stock or other marketable securities of alike nature in or of any incorporated company or other body corporate;
  - ii. derivatives;
  - iii. units or any other instrument issued by any collective investment scheme to the investors in such schemes;
  - iv. 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;
  - v. units or any other such instrument issued to the investors under any mutual fund scheme;
- Explanation - For the removal of doubts, it is hereby declared that "securities" shall not include any unit linked insurance policy or scrips or any such instrument or unit, by whatever name called, which provides a combined benefit risk on the life of the persons and investment by such persons and issued by an insurer referred to in clause (9) of section 2 of the Insurance Act, 1938 (4 of 1938);
- vi. any certificate or instrument (by whatever name called), issued to an investor by any issuer being a special purpose distinct entity which

**For Kriis Portfolio Private Limited**



Signature of First Holder



Signature of Second Holder

Authorised Signatory

possesses any debt or receivable, including mortgage debt, assigned to such entity and acknowledging beneficial interest of such investor in such debtor receivable, including mortgage debt, as the case may be;

- vii. Government securities;
  - viii. such other instruments as may be declared by the Central Government to be securities;
  - ix. rights or interest in securities and such other securities as may be defined as "securities" under Securities Contracts (Regulation) Act, 1956; any special paper or instrument or security floated by the Central Government, State Government, Public Sector Organisations, Banks or Financial Institutions or Bodies Corporate; a savings certificate to which the Government Savings Certificate Act, 1959 (46 of 1959) applies;
  - x. such other securities or instruments that foreign portfolio investors or mutual funds of alternative investment funds may be permitted to invest from time to time.
- (jj) "Stock Exchange" means –
- i. anybody of individuals, whether incorporated or not, constituted before corporatization and demutualization under section 4A and 4B or
  - ii. A body corporate incorporated under the Companies Act, 1956 (1 of 1956) whether under a scheme of corporatization and demutualization or otherwise; for the purpose of assisting, regulating or controlling the business of buying, selling or dealing in securities.

Interpretation of certain terms or expressions

Any term or expression used but not defined herein shall have the same meaning attributable to it under applicable law.

## 2. APPOINTMENT OF THE PORTFOLIO MANAGER

- (a) The Client hereby appoints the Kriis Portfolio Private Limited as its Portfolio Manager to manage, invest, reinvest the funds and securities of the Client on his/her/its behalf and undertake the Discretionary Portfolio Management services in accordance with the applicable laws, rules and regulations under this Agreement and the Disclosure Document submitted to the Client and for a period hereinafter described, entirely at the Client's risk.

## 3. SCOPE OF SERVICES

- (a) The Portfolio Manager agrees to provide Discretionary Portfolio Management Services and may include the responsibility of managing, renewing and reshuffling the portfolio/assets, buying and selling the securities, keeping safe custody of the securities, exercising voting rights and monitoring book closures and corporate benefits so as to ensure that all benefits accrues to the Client's Portfolio, for an agreed fee structure and for the period hereinafter described, entirely at Clients risks. The scope of services shall always be subject to the provisions of SEBI (Portfolio Managers) Regulations, 2020 or any amendments thereto.
- (b) The Portfolio Manager shall be entitled to take such action or steps or omit to take any action or steps as it shall in its discretion consider necessary to ensure compliance with the Applicable Laws, including taking of any action to avoid or mitigate any loss arising as a result of a change in the Applicable Laws and any such action or step so taken by the Portfolio Manager as a consequence thereof shall be binding upon the Client.

## 4. DISCRETIONARY PORTFOLIO MANAGEMENT SERVICES

- (a) For the consideration and on the terms and conditions herein, the Portfolio Manager agrees to provide to the Client and the Client agrees to avail of, Discretionary Portfolio Management Services.
- (b) 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.
- (c) Simultaneous with the execution of this Agreement, the Client shall deliver to the Portfolio Manager, a Power of Attorney authorizing the Portfolio Manager or any person appointed by the Portfolio Manager in this behalf to do all acts on behalf of the Client necessary for rendering Discretionary Portfolio Management Services to the Client.
- (d) The Client hereby authorizes the Portfolio Manager, either by himself/herself/itself or through any person appointed by him/her/it, to do all such acts on behalf of the Client as the Portfolio Manager may in its absolute discretion Portfolio Management Services including, without limitation:-
  - i. opening, operating and closing one or more bank account (for non-resident account holders) and one or more depository accounts (for both resident and non-resident account holders);
  - ii. operating new and/or existing non-resident savings bank/Non-Resident Current Account/FCNR Accounts (for non-resident account holders);
  - iii. transferring the Funds and Portfolio (deposited by the Client with the Portfolio Manager) to the pool account (for resident account holders); Bank Account (for non resident account holders) and Depository Account (for both resident and non resident account holders);
  - iv. purchasing, subscribing to or otherwise dealing with or disposing of securities and receiving the consideration for the same;
  - v. selling, redeeming, transferring or otherwise dealing with or disposing of securities and receiving the consideration for the same;
  - vi. appointing and instructing brokers, sub-brokers, custodians, depository participants, distributors and others in relation to the Discretionary Portfolio Management Services and entering into agreement(s) with them for the same;
  - vii. executing such documents as may be necessary;
  - viii. receiving contract notes;
  - ix. receiving dividend, interest and other accretions and amounts in respect of the assets;
  - x. subscribing for rights or other entitlements;
  - xi. paying all amounts (including any calls) required to be paid in connection with the Discretionary Portfolio Management Services and/or this Agreement including the Portfolio Management Fees and expenses incurred for or in connection with rendering Discretionary Portfolio Management;
  - xii. booking sweep in deposit/premature break of Fixed Deposits out of the excess funds lying to the credit of the account and redeem in for crediting the maturity proceeds to his/her/its account only, for both resident and non-resident account holders including NRE and NRO accounts;
  - xiii. the Portfolio Manager from time to time perform such functions, as the client may require, in writing, for effectively exercising the functions under the Power of Attorney and this Agreement;
  - xiv. dematerializing physical securities;
  - xv. filing and executing such forms, applications and other writings as the Portfolio Manager may, in its sole discretion deem fit;

**For Kriis Portfolio Private Limited**



Signature of First Holder



Signature of Second Holder

Authorised Signatory

- xvi. monitoring book closure, dividend, rights, bonus etc and all other corporate actions to ensure that all benefits accrue to the Client pursuant to or in relation to the services rendered by the Portfolio Manager under this Agreement.
- (e) The Portfolio shall be kept in the Depository Account in the name of the client.
- (f) The beneficial ownership of the securities purchased by the Portfolio Manager on behalf of the Client shall rest with the Client.
- (g) The Portfolio Manager shall not derive any direct or indirect benefit out of the Client's funds or securities except as provided in this Agreement.
- (h) The Portfolio Manager shall not borrow funds or securities on behalf of the Client.
- (i) The Portfolio Manager shall not lend the securities held on behalf of the Client to a third person unless authorized by the client in writing.
- (j) 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 forming part of the Portfolio. Appointing intermediaries for the sale and/or 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 dealing 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.
- (k) 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 decision 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.
- (l) 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.
- (m) The Discretionary Portfolio Management Services provided under this Agreement shall be subject to the Regulations, Rules 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.
- (n) 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 transactions.
- (o) The Client hereby agrees and undertakes that until the termination of this Agreement and the receipt of no objection from the Portfolio Manager in this behalf:
  - i. The Client shall not operate the pool account (for resident account holders); Bank Account (for non-resident account holders) and/or Depository Accounts (for both resident and non-resident account holders);
  - ii. The Client shall not enter into any agreement with the custodian (or any other intermediary) or give any instructions to the custodian (or other intermediary) in relation to the assets of the 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.
- (p) For the purpose of discharging any of the duties, obligations and functions (whether under this Agreement or under the power of Attorney) of the Portfolio Manager, the Client hereby empowers the Portfolio Manager to act through any of its officers, employees or representatives or any custodian or other person specifically authorized by the Portfolio Manager and the Portfolio Manager is empowered to delegate the performance of its duties, discretions, obligations, any of powers and authorities hereunder to such sub-delegates.
- (q) If the sub-delegates have been appointed on 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 an agent 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.
- (r) For resident account holders, unless the Portfolio Manager otherwise decides, the address in respect of the Pool Account shall be the address of the Portfolio Manager or the custodian of securities appointed by the Portfolio Manager from time to time and with respect to the depository account, the address shall be of the client. For non-resident account holders, the address in respect of the Bank Account, Depository Account shall be the address of the client unless the Portfolio Manager otherwise decides.
- (s) The Client agrees and undertakes to sign all such forms, documents, cheques and do all such acts that the Portfolio Manager may require for enabling the Portfolio Manager to render Discretionary Portfolio Management Services or otherwise perform his/her/its functions and obligations under this Agreement.
- (t) In the event of the Client being a non-individual, the Portfolio Manager shall be entitled to rely upon any instruction/notices, which it 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.
- (u) The Portfolio Manager may, if required by applicable laws, rules and 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.
- (v) The Portfolio Manager shall maintain books and records relating to transactions of the Clients' in accordance with the statutory regulations.
- (w) The Portfolio Manager shall abide by the Code of Conduct as prescribed in the Schedule III to the SEBI (Portfolio Managers) Regulations, 2020.
- (x) The Portfolio Manager shall act in a fiduciary capacity and as a trustee of the clients' account.

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## 5. INVESTMENT OBJECTIVES AND GUIDELINES

- (a) The Portfolio Manager's investment philosophy and strategy involves the use of intensive fundamental analysis, both quantitative and qualitative, to build and monitor the clients' portfolios actively, while at the same time avoiding excessive trading and to control risk by keeping clients portfolio adequately diversified, both in terms of the sectors included in those portfolios, as well as with respect to the level of concentration in any specific security.
- (b) The investment objective of the Discretionary Portfolio Management shall be to undertake, on behalf of the Client, the management and administration of the Assets of the Client aiming to generate returns on the Client's investment in line with the provisions of this Agreement and Investment Objectives, 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. All returns on the Client's Assets are solely for the benefit of the Client and all investment risks shall solely vest with the Client.
- (c) The funds of the Clients shall not be invested in instruments that are expressly prohibited by SEBI or any other legal authority from time to time.
- (d) The Portfolio Manager shall not while dealing with Client's funds indulge in speculative transactions i.e. it shall not enter into any transaction for purchase or sale of any security which is periodically or ultimately settled otherwise than by actual delivery or transfer of security except the transactions in derivatives.

## 6. CUSTODY AND SAFE KEEPING

- (a) The Portfolio Manager shall use reasonable care and diligence for the safe custody of the Assets and 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 authorizes the Portfolio Manager to enter into such agreements on behalf of the Client with such persons (including, without limitation, custodians of securities) as the Portfolio Manager considers appropriate for arranging for the custody of the Assets.
- (b) Notwithstanding anything stated, the Portfolio Manager shall not be liable if any instruments relating to any of the securities become unavailable or if any, Assets are lost, stolen, destroyed or pilfered in any manner.

## 7. MINIMUM INVESTMENTS

- (a) The Portfolio Manager shall not accept from the Client, funds or securities worth less than the amount prescribed by SEBI (Portfolio Managers) Regulations 2020 as amended from time to time. However, Portfolio Manager can fix a higher limit as mutually agreed. The Client may place further funds or securities with the consent of the Portfolio Manager. The Clients can either give a cheque or make payment by any other mode as permitted of a requisite amount or the securities having a minimum market value of a requisite amount. Alternatively, the assigned portfolio can be a mix of cash and securities having a minimum total value of a requisite amount.
- (b) The Client may partially withdraw Assets placed with the Portfolio Manager subject to such restrictions as may be placed on the Client by the Applicable Laws from time to time. Unless the Portfolio Manager agrees otherwise, the Client must give prior written notice if the Client wishes to withdraw Assets. Partial withdrawals that would reduce the amount of the assets below the minimum investment amount will not be permitted. In case of a partial redemption, the assets shall be redeemed by the portfolio manager within 10 days from the date of receiving redemption request form along with supporting documents in original.
- (c) In case the client place additional Funds/Securities with the Portfolio Manager, during the course of this agreement for Discretionary Portfolio Management Services, such additional funds/security shall also be managed by the Portfolio Manager till the termination of this Agreement.

## 8. ACCOUNTS

- (a) The Portfolio Manager shall maintain separate Client-wise accounts in respect of the funds and securities handed over by the Client to the Portfolio Manager. The accounts should contain details regarding investment, disinvestments, income, receipts, interest, dividend, bonus, disbursements and the transactions carried out for the Client from time to time as per provisions under SEBI (Portfolio Managers) Regulations, 2020. The tax deducted at source shall also be recorded in the books of accounts.

## 9. AUDIT OF BOOKS OF ACCOUNTS

- (a) The Books of accounts and other records shall be audited annually by qualified auditor appointed by the Portfolio Manager who shall ensure that the Portfolio Manager follows proper accounting methods and procedures as well as complies with the relevant SEBI guidelines with respect to the accounts of the Client and performs its duties in accordance with the law. The copy of the certificate issued by an Independent Chartered Account shall be given to the SEBI and client.
- (b) Alternatively the client may also appoint at its own cost, with prior notice in writing to the Portfolio Manager, an Independent Chartered Accountant to audit the books of accounts of the Portfolio Manager relating to his/her/its transactions and the Portfolio Manager shall co-operate with such Chartered Accountant in course of the audit.

## 10. CHARGES AND FEES

- (a) The Portfolio Manager is permitted to charge Performance Linked 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 basis of the Performance Linked Portfolio Management Fees is as set forth in an Annexure A to this Agreement.
- (b) The Client agrees that the performance fees payable (as per Annexure A) to the Portfolio Manager shall be billed and set-off against the Accounts, if not paid to the Portfolio Manager within 15 days of receipt of an invoice, on annual basis in which his/her/its account is activated and the same will be incorporated in the Report thereon.
- (c) The Parties agree that all functions in relation to the Discretionary Portfolio Management Services or otherwise performed by the Portfolio Manager for and on behalf of, and the risk and cost of the Client and all liabilities concerning the Assets or the Discretionary Portfolio Management services shall be borne by the Client. In addition to the Portfolio Management Fees, all costs, fees, charges and expenses 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 rendering of the Discretionary Portfolio Management Services or the performance of any act pursuant to or in connection with this Agreement including without limitation

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to the generality of the aforesaid, the expenses and cost of safe keeping of Assets, custodian fees, registration and transfer charges for effecting transfer of securities and includes stamp charges, notary charges, cost of affidavit, courier, post, audit and attestation fees including legal fees of the Portfolio Manager incurred on behalf of the Client, brokerage and stamp duty cost 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.

- (d) The Portfolio Manager shall have a right to appropriate the amount payable to it under clause 10(a), 10(b), 10(c) and 12 or under any other provisions of this Agreement from the Assets and the Portfolio or any part thereof. 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.
- (e) Receipts of payments shall be evidenced by way of entries in the books of accounts and where received through bank instruments.
- (f) The fees/charges/expenses shall be collected by debiting the Client's portfolio account as and when it becomes due if not paid within 15 days of receipt of invoice.
- (g) The Client agrees that the Portfolio Manager may revise and amend the Portfolio Management Fees from time to time with the prior consent of the Client.

## 11. CONFLICT OF INTEREST

- (a) The Client shall (promptly on gaining knowledge of the same) inform the Portfolio Manager in writing the details of the interest of the Client or his/her/its immediate relatives or he/she/it is ultimate beneficial owner in any listed company or other body corporate which may enable the Client to obtain unpublished price sensitive information in respect of such company or body corporate. The Client shall keep the Portfolio Manager indemnified against the consequences of any non-disclosure in this respect.
- (b) 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 securities/instruments carrying voting rights) held by the Client or his/her/its immediate relatives or he/she/it is ultimate beneficial owner in any listed company or body corporate in order that the any purchase/sell/change in holding of shares by the Portfolio Manager on account of the Client do not attract any provision of the SEBI (Substantial Acquisition of Shares & Takeovers) Regulations, 2011 as amended from time to time ("The Takeover Regulations"). Compliance with the provisions of the Takeover Regulations on account of any purchase/sell/change in holding 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.
- (c) The Client agrees and accepts that the Portfolio Manager may, from time to time :
  - i. 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/assets of the Client;
  - ii. 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);
  - iii. purchase or sell on its own account or on behalf of any other Client, any security which forms part of the Portfolio;
  - iv. 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;
  - v. deal on the Client's behalf with any affiliate of the Portfolio Manager as long as the terms are favorable to the Client as would be ordinarily obtained from a concern which is not an affiliate;
  - vi. 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;
  - vii. act as principal, agent or broker in any transaction and in such event, the Portfolio Manager shall be separately compensated for its action in that capacity;
  - viii. employ, retain or appoint any affiliate of the Portfolio Manager as broker, custodian, investment advisor, 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;
  - ix. the Portfolio Manager may receive commissions and other payments from mutual funds and other intermediaries in respect of purchase, sale or other dealings in securities pursuant to this Agreement;
  - x. 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 purpose of this clause 11(c) "Affiliate" means with respect to any Person(s), any Person(s) that controls, is controlled by or is under common control with that Person(s) and the words "controls" and "controlled" will be construed accordingly.

## 12. INDEMNITY

- (a) 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, liabilities including but without any limitation to any stamp duty, rates, taxes, and cess incurred or to be incurred by
  - i. 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;
  - ii. 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;
  - iii. 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 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 officers, employees or representative or any custodian or other person specifically authorized by the Portfolio Manager with respect of the payment/recovery of GST, income tax, interest for delayed payment of GST, income 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

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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 authority whatsoever 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 irrespective of the fact whether such payment has been lawfully demanded by tax authorities.

- (b) The Portfolio Manager shall be indemnified for any loss, liabilities or expenses arising out of any regulatory or third party action or ownership over the funds or securities or any asset delivered by the client to the Portfolio Manager or out of any representation made by the Client pursuant to this Agreement.
- (c) The Client hereby unconditionally and irrevocably undertakes to the Portfolio Manager that:
  - i. the Client shall promptly and regularly pay Income Tax/GST and any 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;
  - ii. 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
  - iii. the Client shall promptly and in a timely manner file all tax returns, statements, applications under the provisions of law.

### 13. STATEMENT AND INFORMATION

- (a) The Portfolio Manager shall furnish periodically a report to the Client, as agreed in the agreement but not exceeding a period of 3 months and as and when required by the client. In particular, within 45 days of the expiry of each quarter, the Portfolio Manager shall furnish to the client, a report for such previous quarter containing 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 the period of report including date of transaction and details of purchases and sales;
  - iii. beneficial interest received during the period of report in the form of interest, dividend, bonus, shares, right shares etc.;
  - iv. expenses incurred in managing the portfolio/assets of the Client;
  - v. details of risk foreseen by the Portfolio Manager and the risk relating to the securities recommended by the Portfolio Manager for investment or disinvestment;
  - vi. default in payment of coupons or any other default in payments in the underlying debt security and downgrading to default rating by the rating agencies, if any;
  - vii. details of commission paid to distributor(s) for the particular client.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.
- (b) In the event of any error or inaccuracy in a report, the Portfolio Manager shall endeavour to correct the same as soon as practicably possible after the same is brought to the attention of the Portfolio Manager.
- (c) The Portfolio Manager shall at all times endeavor to make a true and fair presentation of the transactions in the statements or documents or reports sent to the Client.
- (d) 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.

### 14. ACCESS TO INFORMATION

- (a) The Portfolio Manager shall provide access to the Client to the following documents as listed below on business days between 11.00 am to 04.00 pm (Indian time) provided the Client makes a written request in advance to that effect within a reasonable period of time:
  - i. the Registration Certificate of the Portfolio Manager;
  - ii. the books of accounts of the Portfolio Manager relating to transactions of the Client;
  - iii. the Disclosure Document; and
  - iv. the certificate of a chartered accountant certifying the Disclosure Document.
- (b) The Portfolio Manager shall, on demand by giving prior written notice, provide the Client documents and information regarding the management of the assets.

### 15. RISK DISCLOSURES

- (a) The Client acknowledges that he/she/it have read and fully understood the disclosure document including the risks and is aware of the risks associated with the investment of funds in instruments/securities. The Client acknowledges that he/she/it is solely responsible for the obligations thereunder.
- (b) Details of risk foreseen by the Portfolio Manager and the risk relating to the securities recommended by the Portfolio Manager for investment/disinvestments includes but are not restricted to the following:
  - i. Investment in equities, derivatives and mutual funds are subject to market risks and there is no assurance or guarantee that the objective of the investments will be achieved. The past performance of the Portfolio Manager does not indicate its future performance.
  - ii. 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.
  - iii. The performance of the investments may be affected by changes in Government policies, general levels of interest rate and risks associated with trading volumes, liquidity and settlement systems in equity and debt markets.
  - iv. Investment 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.
  - v. 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.

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- vi. The investments made by the portfolio manager are subject to risks arising from the investment approach, investment objective, investment strategy and asset allocation.
- vii. Risks arising out of non-diversification: Portfolio Manager manage fully diversified equity portfolios and the risk of such investments is restricted to market risks.
- viii. Investment in schemes of Mutual Funds is subject to risk factors defined in the offering document of the respective schemes.

**16. NON WARRANTY OF PORTFOLIO MANAGER**

- (a) 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 which may extend to a total loss of value of the Assets due to, inter alia:
  - i. 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;
  - ii. acts of force majeure include nationalization, expropriation, current 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, power failures 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;
  - iii. de-listing of securities or market closure, relatively small number of script's accounting for a large proportion of trading volume;
  - iv. limited liquidity in the stock markets impeding re-adjustment of portfolio composition;
  - v. volatility of the stock markets, stock market scams, circular trading of securities and price rigging;
  - vi. 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;
  - vii. low possibilities of recovery of loss due to expensive and time-consuming legal process;
  - viii. changes in the SEBI rules and regulations and laws governing this Agreement.
- (b) The Client acknowledges and confirms that the terms of the Agreement do not constitute any warranty or similar obligation on 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 unpredictable extent.

**17. LIABILITY OF THE PORTFOLIO MANAGER**

- (a) 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 Client's account and risk; any actions which the Portfolio Manager takes or does not take as to the investments will be solely at the Client's 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 wilful misconduct and misfeasance, wilful default, fraud, malafide and gross negligence to the Client's interest.
- (b) 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, rules, procedures, practices and guidelines. Consequently, the Portfolio Manager shall also not be responsible in connection with discharge of duties or acts or omissions of any other intermediaries (where such intermediaries are appointed or not appointed by the Portfolio Manager) and does not guarantee the performance of the responsibilities of such intermediaries.
- (c) The portfolio Manager shall not be held liable for any loss arising from the adherence to the written or oral instruction given by the Client.
- (d) In the event of the Portfolio Manager being held liable for any loss suffered by the client pursuant to this Agreement, the liability of the Portfolio Manager will be limited to direct and proximate loss or damage and will not extend to any consequential indirect or remote loss or damage and in any event shall be limited to and shall not extend beyond the fees received by the Portfolio Manager for a period of 12 months prior to the event causing the liability pursuant to the provisions of this Agreement.

**18. TERMS & TERMINATION**

- (a) This Agreement is deemed to have commenced on and from the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.
- (b) This Agreement shall continue to subject until terminated under Clause 18 in the manner provided herein below.
- (c) Notwithstanding the provisions of this Agreement, the termination of portfolio management services can take place in the following circumstances:
  - i. Voluntarily by the client upon a written request or compulsory termination of portfolio management services by the portfolio manager or the client;
  - ii. By operation of Law;
  - iii. Suspension or cancellation of the certificate of registration of the Portfolio Manager by SEBI;
  - iv. Bankruptcy or liquidation of the Portfolio Manager;
  - v. By mutual consent
- (d) The Portfolio Manager may at any time terminate this Agreement by giving written notice of termination to the Client.
- (e) In addition to being entitle to terminate this Agreement under Clause 18, the Client may at any time terminate this Agreement by giving prior written notice of termination to the Portfolio Manager.

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- (f) The Portfolio Manager may cease to render Discretionary Portfolio Management Services to the Client at any time after receiving written notice of termination/withdrawal under Clause 18 of this agreement from the Client. Upon termination of this Agreement, the Portfolio Manager shall, within a period of 10 days from the date of termination, pay and/or deliver the Assets to the Client. Subject to the terms specified in the Schedule of Fees (Annexure A), the Client shall have an option to either receive the Securities or the equivalent cash amount representing the Securities. This option shall be exercised by the client on the same day on which prior written notice is given to the portfolio manager. In the event, the Client exercises an option to receive the Securities, the portfolio manager will require a prior written request on its email address with a signed copy of a client master list with broker's stamp and signature wherein the securities are to be transferred. In the event, the Client exercises an option to receive the Securities in the form of cash, the Portfolio Manager, upon prior written request by the client, shall endeavor to sell the Securities and pay the net proceeds thereof to the Client within a period of 10 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.
- (g) Subject to the disbursement, the Portfolio Manager would be validly discharged of all its obligations towards the Client(s)/their nominees/authorised representatives in respect of this Agreement.
- (h) In the event of permanent disability, the account shall get terminated and in the event of partial disability, the client & the Portfolio Manager shall mutually decide whether the account shall be continued or terminated.
- (i) On termination of the Agreement, the Portfolio Manager shall give a detailed valuation report/statement of accounts of the Assets to the Client reflecting the affairs of the client as of the termination date 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.
- (j) 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 days of the Portfolio Manager receiving such intimation unless the legal representative chooses to continue and intimate accordingly. Till such termination of the agreement, the Portfolio Manager shall be entitled to act in its capacity as Portfolio Manager as per this agreement.
- (k) Upon the termination of this Agreement as a consequence of the death of the Client, the Portfolio Manager shall:
- i. where the Client comprise of only one person, the Portfolio Manager shall 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 or in the case of nominee dies, the Portfolio Manager shall have a right to call for all such documents it deems appropriate, including without limitation, probate, letters of administration, death certificate, succession certificate, from person claiming to be the successor or the claimant of the Assets of the Client.
  - ii. where the client comprises of two or more persons, the Portfolio Manager shall 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.
- (l) 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 occurred or arisen prior to and/or as a result of the termination of this Agreement shall survive the termination of this Agreement.

## 19. NOTICES

- (a) All notices or communications to the Client shall be sent by Courier/Post/Certificate of Posting/Registered A.D. Post, E-mail or any other mode to the address stated in the Application. In the case of Joint Applicants (allowed upto a maximum of three persons), all notices/communications/remittances of cheques etc. will be sent to the address stated in the application of the First Applicant only.
- (b) All notices or communications to the Portfolio Manager shall be sent by Courier/Post/Certificate of Posting/Registered A.D. Post, E-mail or any other mode at the following address or such other address as the Portfolio Manager may inform the Client:
- KRIIS PORTFOLIO PRIVATE LIMITED**  
Office No. 606, Runwal R-Square, LBS Marg, Mulund (West), Mumbai - 400080.  
E-mail : info@kriis.in
- (c) All notices or communications sent shall be deemed to have been duly delivered and received by the parties to this Agreement:
- i. if served by personal delivery, on the day of such delivery; or
  - ii. if sent by post, (A) not later than 3 Business Days after posting, if sent to an address in India or (B) not later than 10 Business Days after posting, if sent internationally; or
  - iii. if sent by courier, on the day of such delivery; or
  - iv. if sent electronically, then  
(A) the day that it is dispatched, provided that the day of dispatch is a Business Day; or  
(B) the Business Day immediately following the day that it is dispatched, if it was not dispatched on a Business Day.

## 20. PROXIES

- (a) 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 discretion of the Portfolio Manager. The Portfolio Manager shall not be obliged to send any of the aforesaid information or material to the Client.

## 21. REPRESENTATIONS, WARRANTIES AND DECLARATIONS

- (a) 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 actions (corporate, statutory, contractual or otherwise) to authorize the execution, delivery and performance of this Agreement in accordance with his/her/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 his/her/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 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:

**For Kriis Portfolio Private Limited**



Signature of First Holder



Signature of Second Holder

Authorised Signatory

- A. any law to which he/she/it is subject; or
- B. any order, judgment 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, governmental investigations, orders, judgments or decrees of any nature made, existing, threatened, anticipated or pending against the Client which may prejudice the due performance or enforce ability of this Agreement or any obligation, act, omission or transactions contemplated hereunder.
- v. All information provided and the statements made in the Application and other account opening documentation are true and not misleading (whether by reason of an omission to state a particular fact or otherwise as at the time of completing the account opening documentation or at any time thereafter).
- vi. 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 and thereafter to enable the Portfolio Manager to perform its obligations under this Agreement and to enable the Portfolio Manager to comply with any laws, regulations and policies (including, without limitation, "know your client" regulations/policies). Without prejudice to the aforesaid, the client shall inform the Portfolio Manager of (i) his/her/its residential status and of any changes thereto and (ii) any restrictions that have been or are imposed by any regulatory body (ies) upon the acquisition of or dealing in securities or any other assets by the Client.
- vii. The Client shall maintain utmost secrecy with regards to investment made by the Portfolio Manager on his/her/its behalf.
- viii. The Client shall not at any time modify and/or cancel the power of attorney issued to the portfolio manager, except in accordance with the provisions of clause 18.
- ix. In case of a company, the client shall; as and when any proceedings for winding up of the company has been initiated by any third party or if the company proposes to pass any resolution for its voluntary winding up; intimate the portfolio manager of the same.
- (b) The Portfolio Manager hereby represents, warrants and declares to the Client as under:
  - i. 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/amend the agreement, if required, for complying with any change in status, regulations and the Client shall be deemed to have agreed to the alteration/amendment.

## 22. CONFIDENTIALITY

- (a) Neither Party hereto shall, during the continuance of this Agreement or after its termination disclose, to any person, firm, company or institution whatsoever (except with the authority of other party or except as required by the Applicable Law or unless ordered to do so by a court of competent jurisdiction or any relevant regulatory authority), any information relating to the business, investments, finances or other matters of a confidential nature of any other Party of which he/she/it may in the course of his/her/its duties hereunder or otherwise become possessed and each party shall use all reasonable endeavors to prevent any such disclosure as aforesaid.

## 23. ANTI - MONEY LAUNDERING AND KNOW YOUR CUSTOMER (KYC)

- (a) The Client, including all his/her/its representatives, power of attorney holder or any other person in any representative capacity of the client who has either made any payment on behalf of the client or has the power to effect any transactions or receive any payment on behalf of the Client, shall ensure that the Assets of the Account are derived through legitimate sources only and does not involve and are not designed for the purpose of any contravention or evasion of any Act, Rules, Regulations, Notifications or Directions of the provisions of The Prevention of Money Laundering Act, 2002, The Prevention of Money Laundering Rules, 2005, Income Tax Act, Anti Money Laundering Guidelines, Anti Corruption Act, SEBI Act and or any other applicable laws enacted by the Government of India from time to time.
- (b) The Client undertakes and agrees to take full responsibility in complying with all applicable laws, regulations, protocols and other requirements relating to the prevention of money laundering and any requirements and/or requests made by the Portfolio Manager, either generally or in respect of a specific transaction, in order to comply with all applicable laws, regulations, protocols and other applicable requirements relating to the avoidance of money laundering including without limitation to Prevention of Money Laundering Act, 2002, the Rules issued thereunder and the guidelines/circulars issued by SEBI thereto (herein referred to as the "Money Laundering Requirements").
- (c) The Client agrees as a condition precedent to any transaction taking effect to comply with all and any Money Laundering Requirements. The Client further agrees, if he/she/it is becoming holder of the Assets of the Account in his/her/its own name, to provide the Portfolio Manager with adequate information on his/her/its identity if at any time requested so by the Portfolio Manager.
- (d) The Portfolio Manager reserves all the rights to take all steps and actions including recording clients' telephonic calls and/or obtain and retain documentation for establishing the identity of the client, proof of residence, sources of funds, etc. in accordance with the applicable laws from the client/custodian, as may be required to ensure appropriate identification/verification/re-verification of the client, the sources of funds etc. under the KYC policy. If at any time, the Portfolio Manager believes that the transaction is suspicious in nature within applicable laws, it shall have the absolute discretion to report the suspicious transaction to FIU-IND and/or any other statutory body. It can also reject any application, freeze the account, compulsorily close the account of the client and the termination proceeds shall be paid to the client at NAV subject to payment of fees and expenses, if any.
- (e) The Portfolio Manager and its directors, employees, agents and persons acting on its behalf shall not be responsible/liable for any loss incurred to the client in any manner whatsoever due to reporting to the FIU-IND, the rejection of any application or freezing of the accounts or compulsory closure of an account or termination of this agreement, due to non-compliance by the client with the provisions of the laws, rules, regulations, KYC policy etc. and/or where the Portfolio Manager make reporting to FIU-IND of suspicious transaction.

## 24. NOMINATION

- (a) This agreement provides for nomination facility for individual clients subject to applicable laws. Nominations can be made by individuals only. Non-individuals including society, trust, body corporate, partnership firm, Karta of Hindu Undivided Family or constituted attorney cannot nominate. The nomination so made shall (unless modified by the survivor) take effect on the death of the holder. Subject to submission of following documents by the nominee, the Portfolio Manager will give effect to the ownership change:
  - i. Copy of the death certificate, duly attested by a Notary;
  - ii. Identity and address proof of the nominee;
  - iii. Indemnity Letter as per the format required by the Portfolio Manager;

**For Kriis Portfolio Private Limited**



Signature of First Holder



Signature of Second Holder

Authorised Signatory

- iv. Proof of guardianship to the satisfaction of the Portfolio Manager in case the nominee is a minor;
- v. Any other documents as may be required.

**25. TAXABILITY**

- (a) The provisions of the Income Tax Act, 1961 shall inter-alia apply to the funds invested by the Clients under the Portfolio Management Services.
- (b) 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 Accountant. 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 causes as a consequence of any misrepresentation, incompleteness, inaccuracy or error in such computations/statements/certificates, as the case may be.
- (c) Tax with respect to dividend, if any, shall be charged to the Clients' account and shall be borne by the Client in full.

**26. SEVERABILITY**

- (a) If any provision of this Agreement or part thereof is rendered void, invalid, illegal or unenforceable by law and if the rights/obligations of the parties under this Agreement are/not wilfully materially/adversely affected thereby, then the remaining provisions of this Agreement will remain in full force.
- (b) The parties shall, in good faith, agree upon a suitable alternative provision in lieu of the severed provision of the Agreement.

**27. NO WAIVER**

- (a) No forbearance, failure or delay by the Portfolio Manager in exercising any right, power or privilege here under shall operate as a waiver thereof nor shall any single or partial exercise of any other right, power or privilege preclude any other further exercise thereof or the exercise of any other right.
- (b) All rights and remedies provided in this Agreement are cumulative and not exclusive of any other rights or remedies that may be available to the Parties, whether provided by Applicable Law, in equity or otherwise.
- (c) Any waiver must be in writing and executed by such party.

**28. ASSIGNMENT**

- (a) Neither Party has the right to assign his/her/its rights or obligations under the agreement to any third party without the written consent of the other party.

**29. FURTHER ASSURANCES**

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

**30. BINDING AGREEMENT**

- (a) This Agreement shall be binding on the Portfolio Manager and its successors in title and permitted assigns.
- (b) This Agreement shall be binding on the client and his/her/its heirs, executors, administrators, successors, legal representatives and permitted assigns.

**31. NULL AND VOID**

- (a) Subsequent to the execution of the agreement, all and any prior communications, correspondence, acceptances and negotiations are to be considered null and void.

**32. GRIEVANCE REDRESSAL**

- (a) In the event, the client have any grievance on the services that the Portfolio Manager have agreed to provide, then the client shall write to Compliance Officer at the address specified in clause 21(b) or write by email to info@kriis.in. The Compliance Officer shall acknowledge the receipt of email within 2 business days. Further, the Compliance Officer shall, within a period of 7 business days, address the grievance of the client and write to the client in the form of an Action Taken Report (ATR) stating the action taken and where the grievance is of the nature that can be repetitive, the steps taken so that the grievance does not arise again.

**33. SETTLEMENT OF DISPUTES/ARBITRATION**

- (a) 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 and shall be referred to the sole arbitration of a person to be nominated/appointed by the Portfolio Manager.
- (b) The venue of arbitration shall be Mumbai (India) and be conducted in English Language.
- (c) The award of the arbitrator shall be final and conclusive and binding upon the parties and the parties shall be entitled (but not obliged) to enter judgment thereon in any one or more of the highest courts having jurisdiction.

**34. ADDITIONAL TERMS AND CONDITIONS APPLICABLE TO NRI**

- (a) In the event, where the Client is a NRI (as understood in the applicable foreign exchange laws):
  - i. The Client represents that the Client has obtained all relevant exchange control permissions for the purpose of entering into this Agreement and performing the transactions hereunder, including without limitation all approvals required from the RBI. The Client shall be responsible for complying with and adhering to all requirements of all exchange control regulations applicable to him/her/it in all dealings/transactions;
  - ii. In the event of any change in the status of the Client, the Client shall forthwith inform the Portfolio Manager of the same;
  - iii. 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;

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Signature of First Holder



Signature of Second Holder

Authorised Signatory

- iv. The Portfolio Manager shall also be specifically empowered pursuant to this Agreement to liaise with the RBI for legal approvals, reporting on behalf of the Client and to appoint Chartered Accountants, on behalf of the Client, for the purpose of providing any certificates or certifications as may be required for the purpose of obtaining any approvals of RBI or in connection with reporting requirements under applicable law;
- v. The Portfolio Manager shall not be liable or responsible in any manner whatsoever to any entity/person, for any loss caused to the Client as a consequence of any delay by RBI or any regulatory authority;
- vi. The Client shall indemnify the Portfolio Manager for the consequences that the Portfolio Manager may suffer, either directly or indirectly, due to any non-compliance by the Client with any applicable regulatory requirements under the foreign exchange regulations and/or the provisions of this Agreement;
- vii. Without prejudice to the other provisions contained, 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;
- viii. In the event of any securities purchased for the Client, not being registered in the Client's name, due to any regulatory reasons, including without limitation, the percentage of NRI holdings in the relevant company exceeding permissible limits, the Client shall be liable for and shall indemnify the Portfolio Manager from all losses that the Portfolio Manager may suffer, either directly or indirectly, as a consequence of such transaction, including without limitation, the loss arising out of the sale of such securities in the market;
- ix. The Client hereby acknowledges that he/she/it is aware of the RBI guidelines in relation to his/her/its investments in the secondary market in India. The Client hereby agrees to keep himself/herself/itself abreast of the ceiling limits on investments as published by RBI from time to time and also agrees that he/she/it shall immediately reverse his/her/its transaction, if such transaction breaches the ceiling limits as imposed by RBI;

For this purpose, the Client acknowledges that the Portfolio Manager will notify the Client's Custodian of all acquisitions and disposals of Securities undertaken by the Portfolio Manager for the Client under this Agreement so that the Client's Custodian may monitor compliance by the Client with the RBI ceiling limits on investments. If the Client does not or is unable to reverse such transaction immediately, the Client authorises the Portfolio Manager to do so.

**35. ALTERATION/AMENDMENTS AND ADDITIONS**

- (a) Any alteration/amendment and additions to this Agreement are to be valid only if made in writing and signed by both the parties or his/her/its authorized representatives.

**36. GOVERNING LAW AND JURISDICTION**

- (a) This Agreement shall be subject to rules, regulations, guidelines and circulars issued by SEBI and other regulatory authorities regarding Portfolio Managers viz. SEBI (Portfolio Managers) Regulations, 2020 and any amendments made thereto from time to time.
- (b) This Agreement shall be governed, interpreted, construed and applied by the laws of India. All legal actions and proceedings, if any, relating hereto shall be subject to the jurisdiction of the Courts in Mumbai (India).

**37. INTERPRETATION**

- (a) 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 "Client" and the grammar and construction of every concerned sentence shall be deemed to be appropriately amended to indicate more than one Client.
- (b) The captions herein are included for convenience of reference only and shall be ignored in the construction or interpretation hereof.

**38. LIABILITY OF THE CLIENT**

- (a) Maximum Liability "Under the Regulation 22(2)(m) of the SEBI (Portfolio Managers) Regulations, 2020 which provides that the Agreement between the Portfolio Manager and the Client shall, inter-alia, contain, in case of a discretionary Portfolio Manager, a condition that the liability of a client shall not exceed his/her/its investment with the Portfolio Manager."

IN WITNESS WHEREOF THE PARTIES HAVE CAUSED THIS AGREEMENT INCLUDING AN ANNEXURE OF FEES AND THE APPLICATION FORMING PART THEREOF TO BE SIGNED ON THE DAY, DATE AND YEAR EARLIER MENTIONED.

SIGNED AND DELIVERED

By the within named Portfolio Manager  
The hand of its authorized representative

Mr/Mrs \_\_\_\_\_

In the presence of (Name & Signature of the Witness)

Mr/Mrs \_\_\_\_\_

SIGNED AND DELIVERED

By the within named Client/authorized representative (First Holder)

Mr/Mrs/Ms \_\_\_\_\_ 

SIGNED AND DELIVERED

By the within named Client/authorized representative (Second Holder)

Mr/Mrs /Ms \_\_\_\_\_ 

In the presence of (Name & Signature of the Witness)

Mr/Mrs \_\_\_\_\_ 

# PORTFOLIO MANAGEMENT FEES STRUCTURE

## KRIIS Multicap Advantage Strategy

(Annexure A)

The client shall pay the portfolio management fees to the Portfolio Manager at the rates and in the manner provided hereunder :

- a) **Annual Fixed Investment Management Fees** : Zero annual fixed investment management fees.
- b) **Performance Fees for discretionary services:**
- Performance based management fees would be charged based on performance over and above a hurdle rate of 5%. In case the portfolio return achieved is above the hurdle rate, a Performance Fee would be charged on the incremental return at 20% per annum.
  - We shall charge performance based fee only on increase in portfolio value in excess of the previously achieved high water mark.
  - All the above fees would be charged pro-rata basis for accounts opened during the quarter.
  - All fees will incur GST @ 18% as applicable.
  - In case the performance of the portfolio is below the hurdle rate of 5% in any year, we would have to make up for this hurdle rate and the subsequent year's hurdle rate before the performance fee would be applicable.
  - The client will be billed on an annual basis in which his/her/its account is activated.
- c) **Demat and bank charges**
- No demat charges and bank charges will be charged.
- d) **Other charges:**
- The following are the fees charged by the other intermediaries in the portfolio management process and paid directly to the respective intermediary.

### Custodian (Axis Bank Limited)

- Fixed Custodian Fees is 0.03% plus GST @ 18% of Average Assets under Custody per annum.
- No transaction fees will be levied.

### Brokerage and Transaction cost

- Brokerage fees is 0.10% of the transaction value plus other statutory levies included in the contract note.

All the regulatory charges are subject to changes as per the notification issued by the government from time to time and the Portfolio Manager may revise and amend the Portfolio Management Fees from time to time with the prior consent of the Client.

**Please write below saying "I have understood the fees/charges structure" and sign below**

**Statement:** \_\_\_\_\_

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

**Client's Signature (all holders):** 1.  \_\_\_\_\_ 2.  \_\_\_\_\_

For Kriis Portfolio Private Limited

 \_\_\_\_\_  
Signature of First Holder

 \_\_\_\_\_  
Signature of Second Holder

Authorised Signatory



## PORTFOLIO MANAGEMENT FEES SCHEDULE

(The table shows examples of fees/charges payable for three different scenarios)

I	Portfolio Performance	Scenario I		Scenario II		Scenario III	
Sr.No.	Nature of fees	Gain of 20%		Loss of 20%		No change	
		Rupees	Rupees	Rupees	Rupees	Rupees	Rupees
1	Capital contribution	50,00,000		50,00,000		50,00,000	
2	Less: Any other fees	-		-		-	
3	Assets under management (AUM)	50,00,000		50,00,000		50,00,000	
4	Add: Profit or loss on investment during the year @ 20% on assets under management	10,00,000		(10,00,000)		-	
5	Gross value of the portfolio at the end of the year		60,00,000		40,00,000		50,00,000
6	Less: Brokerage @ 0.10% plus other statutory levies @ 0.04% of Rs.29,75,000) (59.50% of Rs. 50,00,000 = Rs.29,75,000)	4,165		4,165		4,165	
7	Less: Securities Transaction Tax @ 0.10% of Rs. 29,75,000 (59.50% of Rs. 50,00,000 = Rs.29,75,000)	2,975		2,975		2,975	
8	Less: Custodian Fees - safe custody charges @ 0.03% of Rs. 50,00,000 plus GST @ 18%	1,770		1,770		1,770	
9	Less: Custodian Fees - Transaction charges	-		-		-	
10	Less: Annual Fixed Investment Management Fees	-		-		-	
11	Less: Performance fees including GST @ 18% (refer note no 5)	1,74,897		-		-	
12	Less: Any other fees	-		-		-	
13	Total charges during the year		1,83,807		8,910		8,910
14	Net value of the portfolio at the end of the year		58,16,193		39,91,090		49,91,090
15	% change over capital contributed		<b>16.32%</b>		<b>(20.18%)</b>		<b>(0.18%)</b>

For Kriis Portfolio Private Limited



\_\_\_\_\_  
Signature of First Holder



\_\_\_\_\_  
Signature of Second Holder

\_\_\_\_\_  
Authorised Signatory

**Notes:**

1. Kriis Portfolio Private Limited does not charge any entry load, exit load or annual fixed investment management fees. Only performance linked fees are charged.
2. Brokerage fees 0.10% of the transaction value plus other statutory levies included in the contract note is paid directly to Broker.
3. Brokerage is assumed to be calculated on Gross Portfolio Turnover of 59.50% on an average of 3 years which includes both purchases and sales.
4. Custodian fees 0.03% plus GST @ 18% of Average Assets under Custody per annum is paid directly to Axis Bank Limited. No transaction fees will be levied by Axis Bank Limited.
- 5.

Sr.No.	Calculation of performance fees for above	Scenario I	Scenario II	Scenario III
	Nature of fees	Gain of 20%	Loss of 20%	No change
A	Profit or loss for the year	9,91,090	(10,08,910)	(8,910)
B	Less: Minimum profit level (Hurdle rate @ 5% on Rs.50,00,000)	2,50,000	2,50,000	2,50,000
C	Amount on which profit sharing fees to be calculated (A-B)	7,41,090	NA	NA
D	Performance fees (@ 20% of C)	1,48,218	-	-
E	Add: GST @ 18% on Performance fees	26,679	-	-
	<b>Total Performance Fees (D+E)</b>	<b>1,74,897</b>	<b>-</b>	<b>-</b>

6. No demat charges and bank charges are applicable.
7. All the regulatory charges are subject to changes as per the notification issued by the government from time to time and the Portfolio Manager may revise and amend the Portfolio Management Fees from time to time with the prior consent of the Client.

**Please write below saying “I have understood the fees/charges structure” and sign below**

**Statement:** \_\_\_\_\_

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

**Client's Signature (all holders):**

1.



\_\_\_\_\_

2.



\_\_\_\_\_

**For Kriis Portfolio Private Limited**



\_\_\_\_\_  
Signature of First Holder



\_\_\_\_\_  
Signature of Second Holder

\_\_\_\_\_  
Authorised Signatory

# POWER OF ATTORNEY

## TO ALL TO WHOM THESE PRESENTS SHALL COME,

1. I/We, \_\_\_\_\_, an Individual/ Partnership Firm/Company/Hindu Undivided Family/ FII/Others (please specify \_\_\_\_\_) having its registered office/carrying on business at/residing at \_\_\_\_\_

2. I/We, \_\_\_\_\_, an Individual residing at \_\_\_\_\_

(hereinafter referred to as the "Client" which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its/his/her/their respective heirs, executors, administrators, successors, legal representatives and permitted assigns) of the OTHER PART.

## WHEREAS

1. The Client has entered into a Portfolio Management Agreement dated \_\_\_\_\_ ("PMS Agreement") with "KRIIS Portfolio Private Limited", a company incorporated under the Companies Act, 2013 having its registered office at office no 606, Runwal R-Square, LBS Marg, Mulund (West), Mumbai - 400080 (hereinafter referred to as "**KRIIS Portfolio Private Limited**" which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its respective heirs, executors, administrators, successors, legal representatives) bearing SEBI registration number for portfolio management INP000006545.
2. Under the PMS Agreement, KRIIS Portfolio Private Limited has agreed to provide discretionary portfolio management services in respect of funds and securities of the Client (hereinafter collectively referred to as "Assets") on the terms and conditions and for the consideration set out therein.
3. Pursuant to the terms of the PMS Agreement, the Client desires to execute and deliver to KRIIS Portfolio Private Limited, a Power of Attorney authorizing KRIIS Portfolio Private Limited or any person appointed by KRIIS Portfolio Private Limited in this behalf to do various acts on behalf of the Client.

**NOW KNOW ALL MEN THAT** I/We, the Client hereunder do hereby nominate, constitute and appoint KRIIS Portfolio Private Limited and its authorised agents including custodian(s), if any and such other person or persons as may be appointed in this behalf by KRIIS Portfolio Private Limited from time to time to be my / our true and lawful attorney(s), for me / us and in my/our name/s and on my/our behalf to do all or any of the following acts, deeds, matters and things:

1. To do all such acts and execute all such writings as KRIIS Portfolio Private Limited may in its absolute discretion consider necessary or advisable for the purpose of rendering discretionary portfolio management services including, without limitation :
  - (i) Operating and freezing of accounts and issue such other instructions relating to the account, if deemed necessary or expedient for one or more bank accounts (pool account in case of resident account holders and bank account in case of Non-Resident account holders) and one or more depository accounts.
  - (ii) Purchasing, subscribing to or otherwise acquiring or investing in or otherwise dealing with securities viz: shares, scripts, stocks, bonds, warrants, convertible and non-convertible debentures, fixed return investments, equity linked instruments, negotiable instruments, deposits, money market instruments, commercial paper, certificates of deposit, units issued by the Unit Trust of India and/or by any mutual funds, mortgage backed or other asset backed securities, derivatives, derivative instruments, options, futures, foreign currency commitments, hedges, swaps or netting off and any other securities issued by any company or other body corporate, any trust, any entity, the Central Government, any State Government or any local or statutory authority and all money rights or property that may at any time be offered or accrue (whether by rights, bonus, redemption, preference, option or otherwise) and in respect of any of the foregoing or evidencing or representing rights or interest therein and any other instruments or investments (including borrowing or lending of securities) as may be permitted by applicable law, from time to time.
  - (iii) To book fixed deposits (sweep or regular) by debiting my current/savings account and to liquidate the said fixed deposits either prematurely or on maturity from time to time, for resident and non-residents including for NRE and NRO accounts.
  - (iv) Selling, redeeming, transferring or otherwise dealing with or disposing off securities and receiving the consideration for the same.
  - (v) Holding money and/or securities in the name of the Client or any custodian, nominee or agent of the Client or of KRIIS Portfolio Private Limited, as KRIIS Portfolio Private Limited considers appropriate.
  - (vi) Appointing brokers, sub-brokers, custodians, fund accountants and other intermediaries in relation to the discretionary portfolio management services and entering into agreements with them.
  - (vii) Executing such applications, forms, declarations, agreements, indemnities, documents and other writings as may be necessary in relation to the portfolio management services.
  - (viii) Receiving dividend, interest and other accretions and amounts in respect of the Assets and giving effective receipts and discharges therefore.
  - (ix) Paying all amounts (including any calls) required to be paid in connection with the discretionary portfolio management services and/or the PMS Agreement, including KRIIS Portfolio Private Limited fees for the portfolio management services and expenses incurred for or in connection with rendering discretionary portfolio management services.
  - (x) Dematerializing physical securities and rematerializing securities.
  - (xi) Filling and executing such forms, applications and other writings as KRIIS Portfolio Private Limited may, in its sole discretion, deem fit in relation to the portfolio management services.
2. To make necessary application(s) on behalf of the Client, to any Government, Quasi-government or local authorities in India including Securities and Exchange Board of India and Reserve Bank of India for or incidental to purchase, sales, transfer of, or holding and/or continuing to hold shares, debentures, Government and other Securities, Units, Deposits, Bonds, Certificates of Deposit, Commercial Paper, Participation Certificates, Bills, Options, notes, warrants and other Securities, instruments and investment whatsoever (hereinafter collectively called "the Securities") and to represent the Client in all respects before such authority or authorities and establish the ownership of the said Securities in the name of the Client.
3. To hold, or appoint any custodian or other person to hold, any Securities in such manner as KRIIS Portfolio Private Limited may consider appropriate.
4. To change the address for the Bank account, depository account and other accounts like Mutual Funds, stock broking account.

**For Kriis Portfolio Private Limited**



\_\_\_\_\_  
Signature of First Holder



\_\_\_\_\_  
Signature of Second Holder

\_\_\_\_\_  
Authorised Signatory

Co-parceners Signature : 1)

2)

5. To deal with Assets, invest money in Securities, sell, redeem or liquidate Securities or otherwise disinvest or change securities or exercise any rights in respect of any securities or renounce any entitlements (including, without limitation, rights entitlements) in such manner KRIIS Portfolio Private Limited may in its absolute and unrestricted discretion consider appropriate, without being required to give any notice to, or take any approval of, the Client.
6. To take any and all decisions concerning the discretionary portfolio management of the Assets in the absolute and unfettered discretion of KRIIS Portfolio Private Limited.
7. To enter into transactions on behalf of the Client for the specific purpose of meeting margin requirements and other requirements mandated by the stock exchanges, SEBI or any other statutory authority.
8. To correspond with and enter into such agreements on behalf of the client with such persons (including, without limitation, stock-brokers, custodians of securities, banks, depositories, depository participants, mutual funds and asset management companies at KRIIS Portfolio Private Limited considers appropriate.
9. To appropriate the amounts payable to the KRIIS Portfolio Private Limited or to any person appointed by KRIIS Portfolio Private Limited, from the Assets and for this purpose sell or otherwise liquidate securities or any part thereof.
10. To execute all papers, deeds, writings, matters and things, to enter into and execute contracts of sales/purchases of securities, to transfer, accept, collect, preserve, store, assign, endorse or otherwise deliver and acknowledge, whether absolutely or partly, any money or securities (including the full or any part of the beneficial or legal or other interest held by the Client in any securities) whatsoever.
11. Generally to attend to and act 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.
12. To sign applications, contracts, agreements, indemnities, affidavits, transfer deeds, surrenders, instruments, receipts, acquaintances, dividend mandates and endorse dividend warrants or other documents/instruments or other instruments, documents and forms, to accept and carry out correspondence with such person(s) or authority/authorities or department(s) and to do all lawful acts requisite for effecting the same.
13. To demand and receive, all interest and dividend due or to accrue on all or any securities.
14. To collect, receive and hold all the cash, Assets and securities and credit the same to any account with a custodian, and/or in a bank and/or Depository account and/or otherwise.
15. To make, declare, swear, affirm, sign, seal, deliver, verify all applications, representations, requests, submissions, forms, complaints and written statements, appeals, revisions, reviews, pleadings, affidavits, caveats, declarations, petitions, counterclaims, papers, deeds, surrenders, instruments, receipts, dividend mandates or other documents and writings usual, necessary or expedient for or in relation to the exercise of any of the aforesaid authorities including and in furtherance of a suit, arbitration or other legal or arbitration proceeding proposed to be filed in the name of or on behalf of the Client jointly or severally with one or more other parties in an appropriate Court or before any arbitral tribunal in India with respect to Portfolio Management Services.
16. To open and operate accounts of the Client with stockbrokers designated by KRIIS Portfolio Private Limited from time to time.
17. To file, commence, prosecute, enforce, defend, answer, oppose, appear in or appeal against, institute and prosecute appeals, references, revisions in respect of any order or decree or award pronounced in any suit or arbitration proceedings and generally to prosecute and defend all actions, arbitrations, legal proceedings and demands whether civil, criminal, administrative or otherwise in which the Client may be concerned or interested and if thought fit to compromise, settle, consent to judgment, award and execution or become non-suited in the said suit, arbitration or any such proceedings as aforesaid and to enforce and/or oppose as the case may be required, execution, arrest, attachment, distress or otherwise or any decree, award or order in favor of or against the Client in the said suit or otherwise to pay in and draw out of Court any sums of money and to defend or resist any such action or proceedings as aforesaid and to enforce and/or oppose as the case may be, require execution, arrest, attachment, distress or otherwise in connection with the said suit or proceedings. And in any such action or proceedings to retain, employ and remunerate Advocate, Solicitors and Legal Practitioners or Advisors and to sign warrants, Vakalatnamas and other necessary authorities.
18. To sign, fill and execute application forms and such other documents and writings as may be necessary and to accept allotment of any securities, splitting, consolidation, redemption, conversion of the Securities.
19. To execute on behalf of the Client such declarations or certificate of ownership which KRIIS Portfolio Private Limited may consider necessary or expedient from time to time.
20. To disclose the identity of the Client to the issuer of securities or to the agents of such issuer or to any Government body, upon their quest of such issuer, without further consent from the Client.
21. To receive and hold 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.
22. To release or deliver or cause to be released or delivered securities as follows:
  - (i) Deal with or deliver to the issuer of securities or the agent for the purpose appointed by the issuer when securities are called, redeemed, cancelled, retired or otherwise matured or become payable.
  - (ii) Deliver for exchange for a different number of relative securities or different certificates representing the same aggregate face value for exchange or conversion pursuant to any plans or scheme of merger, consolidation, recapitalization, reorganization or readjustment of the issuer of such securities or pursuant to provisions for conversion contained in the terms of the issue or as may otherwise be required by the issuer under law/any Court of law.
  - (iii) In the case of warrants, rights or similar securities, to surrender the same in connection with the exercise of such warrants, rights or similar securities.
  - (iv) In case of any other dealings to take all such steps as may be required.
23. To deliver securities and receive payment of sale proceeds for sale transactions and make payment for purchase transactions as per the rules, regulations, bye laws, customs, usages and procedures of the stock exchange where the trade has been executed.
24. To apply for primary market issues.
25. To deliver securities to the designated receiving agent in the case of tender, offers or similar offers to purchase.
26. Apply for investments in and redemptions from Mutual Funds.
27. Subject to exchange control regulations in India, to demand, receive and give good and effectual receipt(s) and discharge(s) for all or any dividends, interest, bonuses or any other sum(s) and/or income arising from the shares, debentures, units and other investments and to sign and endorse pay orders, dividend/interest warrants or certificates, receive all debts, sum of money, principal, interest, dividend or other dues of whatsoever nature or account which are

**For Kriis Portfolio Private Limited**



\_\_\_\_\_  
Signature of First Holder



\_\_\_\_\_  
Signature of Second Holder

\_\_\_\_\_  
Authorised Signatory

Co-parceners Signature : 1) \_\_\_\_\_

2) \_\_\_\_\_

now or at anytime any be due and payable and belong to me/or us on my account(s).

- 28. To operate all kinds of bank accounts(pool account in case of resident account holders and bank account in case of Non-Resident account holders).
- 29. And for all or any of the purpose aforesaid to appoint from time to time a substitute or substitutes and to revoke such substitution but so that the appointment of any such substitute shall not affect or prejudice the rights or powers of the Attorney to act hereunder and the Attorney may continue to do so notwithstanding such appoints.
- 30. For the purpose of discharging any of its duties, obligations and functions under this Power of Attorney, KRIIS Portfolio Private Limited may act through any of its officers, employees or representatives or any custodian or other person specifically authorized by KRIIS Portfolio Private Limited and may from time to time delegate the performance of all or any of its duties, discretions, obligations, powers and authorities hereunder to any of its officers, employees or representatives or any custodian or other person specifically authorized by KRIIS Portfolio Private Limited and revoke such delegation as KRIIS Portfolio Private Limited in its discretion thinks fit.
- 31. And generally to do and perform and execute all such other acts, deeds, instruments, matters and things for and on behalf of the Client as may be necessary, proper, convenient or expedient including providing information with respect to the portfolio to the Distributor if any.

This Power of Attorney will be in full force and effect till the PMS Agreement is terminated.

The Client hereby ratifies and confirms and covenants for itself its successors and assigns to ratify and confirm and covenant all and whatsoever has been or shall be lawfully done by virtue of these presents, including in such ratification and confirmation whatever shall be done between the time of the revocation by any other means of these presents and the time of such revocation becoming known to the Portfolio Manager.

Any person not being aware of the revocation of this Power of Attorney, shall be entitled to rely upon this Power of Attorney as being valid and subsisting; and any person shall be entitled to rely upon a certificate from KRIIS Portfolio Private Limited (or any person nominated in this behalf by KRIIS Portfolio Private Limited) as to the validity and subsistence of this Power of Attorney and such certificate shall be binding upon and shall not be challenged by the Client.

And I/We agree, covenants and confirm that all and whatsoever has been or shall be done lawfully and in accordance with these presents shall be binding on me/us, our successors and assigns and shall not be assailed, challenged, questioned or disputed by me/us.

And the Client shall not be entitled to hold KRIIS Portfolio Private Limited responsible or liable in any manner whatsoever or claim any damages, losses or other amounts on account of the exercise of such discretion by KRIIS Portfolio Private Limited or any decision taken by KRIIS Portfolio Private Limited.

And this Power of Attorney above shall continue to subsist till such time KRIIS Portfolio Private Limited is informed of the death of the Client by the legal representative of the Client and KRIIS Portfolio Private Limited shall be entitled to continue to act under the terms of this Power of Attorney.

And I/we further agree to indemnify and keep indemnified and hold harmless KRIIS Portfolio Private Limited and its officers, directors, and employees as authorized by the Board as above from any and all costs, liabilities and expenses resulting directly or indirectly from all lawful actions and in accordance with proper instructions where required.

This Power of Attorney shall be interpreted as per the laws of India and shall be subject to jurisdiction of the courts of Mumbai in India. In witness whereof, I/we have hereunder set my/our hand at this, the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

**Name of the Client :**



\_\_\_\_\_  
**Signature of First Holder**



\_\_\_\_\_  
**Signature of Second Holder**

**Co-parceners Signature :** 1) \_\_\_\_\_ 2) \_\_\_\_\_

Accepted  
**For Kriis Portfolio Private Limited**

**Authorised Signatory**

in the presence of:

Mr./Mrs. \_\_\_\_\_

(Witness of the Client)

Mr./Mrs. \_\_\_\_\_

(Witness of the Portfolio Manager)

Before Me



## Acknowledgment Receipt

Date :

To  
**The Board of Directors of**  
**KRIIS PORTFOLIO PRIVATE LIMITED**  
 606, Runwal R-Square,  
 Next to Runwal Anthurium, LBS Marg,  
 Mulund (West), Mumbai - 400 080.

Dear Sir/Ma'am,

I/We hereby acknowledge receipt of the KRIIS Account opening form, Axis KYC/Demat Form, PMS Agreement, Power of Attorney and all other documents duly executed by me/us.

Particulars	Sole/First Holder	Second Holder
Name		
Signature		

Further, I/We confirm that the documents submitted for PMS account opening by me/us are true and correct.

I/We state that I/we have read and understand all the above documents and these documents are binding upon me/us.

(Please Tear Here)



## Acknowledgment Receipt

Date :

To  
**The Board of Directors of**  
**KRIIS PORTFOLIO PRIVATE LIMITED**  
 606, Runwal R-Square,  
 Next to Runwal Anthurium, LBS Marg,  
 Mulund (West), Mumbai - 400 080.

Dear Sir/Ma'am,

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Particulars	Sole/First Holder	Second Holder
Name		
Signature		

Further, I/We confirm that the documents submitted for PMS account opening by me/us are true and correct.

I/We state that I/we have read and understand all the above documents and these documents are binding upon me/us.

**Company Seal and Signature**

(Please Tear Here)

(Please Tear Here)

**This Space is intentionally kept blank**



022 2565 5808  
info@kriis.in  
www.kriis.in

KRIIS Portfolio Private Limited  
Office No.606, R-Square, LBS Marg,  
Mulund - W, Mumbai - 400 080.

@Kriispms

