Buglerock Capital Private Limited

Individual Account Opening Form



Portfolio Management Registration



Discretionary Portfolio Management Services

Individual Account Opening Booklet

Investor's Name				
Distributor / Advisor Name				
Distributor / Advisor Code				
Buglerock Capital RM Name				
	For Office Us	e Only		
2. "Verific	ocumentation Received ed with Original" Stamp	. •		
PMS Code allotted to the Client:				
	Documents Verified with Originals	Client Interviewed By	In-Person Verification done by	
Name of the Employee				
Employee Designation & Code				
Date Signature				
3. "Pan Verified" stamp with Employee Name & Signature Affixed on Proof □ Yes □ No				
KRA Re	egistration Details (Fo	or Office Purpose Or	aly)	
If Client is already registered with KRA/CKYC please fill in below details: DNDML DCKYC DOTEX Dothers (Please Specify) KRA Registration No.: Date of Registration: //				

Note: If any change in the current/existing KYC record, Broking/ DP will carry out fresh CKYC and KRA



PMS ADVISORY SERVICES ACCOUNT OPENING FORM CUM AGREEMENT

BUGLROCK CAPITAL PRIVATE LIMITED

(SEBI Registration No. INP000005430)

(As per the requirement of Regulation of SEBI (Portfolio Managers) Regulations, 2020)

- i. The Document has been prepared in accordance with the Securities and Exchange Board of India (Portfolio Managers) Regulations, 2020, as amended from time to time and filed with SEBI.
- ii. The purpose of the Document is to get information about the client and register themselves for Portfolio Management Services (PMS) in a manner to assist and enable the investors in making an informed decision for engaging a Portfolio Manager.
- iii. The document required the necessary information about the client, provide the details about portfolio construction required by an investor before investing, and the investor may also be advised to retain the document for future reference.

Details of the Portfolio Manager

Name of Portfolio Manager	Buglerock Capital Private Limited (Formerly known as o3 Securities Private
	Limited
SEBI Registration Number	INP000005430
Registered Office Address	Prestige Takt, 1st Floor 23, Kasturba Road Cross, Bangalore - 560001
Place of Business	One World Center, 8th Floor Tower 2B-South Annex, Senapati Bapat
	Marg, Saidham Nagar, Lower Parel, Mumbai, Maharashtra - 400013
CIN No	U67120KA2008PTC047749
Phone No(s)	+91 80 69029000
E-mail address	pmsassist@buglerock.asia
Website	https://buglerock.asia/assetmanagement/

Details of the Principal Officer

Name of Principal Officer	Rajesh Keswani
Corporate Office Address	One World Center, 8th Floor Tower 2B-South Annex, Senapati Bapat
	Marg, Saidham Nagar, Lower Parel, Mumbai, Maharashtra - 400013
Contact No	+91 022 69251000
E-mail address	rajesh.k@buglerock.asia

Details of Compliance Officer

Name of Compliance	Bharat M Sharda
Officer	
Corporate Office Address	One World Center, 8th Floor Tower 2B-South Annex, Senapati Bapat
	Marg, Saidham Nagar, Lower Parel, Mumbai, Maharashtra - 400013
Contact No	+91 022 69251024
E-mail address	compliance@buglerock.asia

Details of Whole Time Director

Name of Whole Time Director	Sudeep Srikantaswamy
Registered Office Address	Prestige Takt, 1st Floor 23, Kasturba Road Cross, Bangalore - 560001
Contact No	+91 80 69029000
E-mail address	sudeep.s@buglerock.asia



Contact Information for Grievance/Complaint Resolution:

In the event of any grievance or complaint, you may reach out to us at the address mentioned above or via email at PMSASSIST@BUGLEROCK.ASIA

Complaint Resolution Process:

- Upon receipt of your grievance or complaint, we shall make every effort to address and resolve the matter to your satisfaction within a period of 21 (twenty-one) days from the date of receipt.
- 2. The **Compliance Officer** shall act as the primary point of contact for all client grievances. The Compliance Officer will coordinate internally with the relevant teams to ensure timely and effective resolution of the complaint.

Escalation to SEBI:

In the event that your grievance is not satisfactorily resolved, you have the option to escalate the matter to the **Securities and Exchange Board of India (SEBI)** through its online web-based grievance redressal platform, **SCORES**, available at HTTPS://scores.sebi.gov.in.

Additional Assistance from SEBI:

For any queries, feedback, or assistance regarding your grievance, you may contact SEBI through its **Toll-Free Helpline** at **1800 266 7575**.

Corresponding SEBI regional/local office address

Office of Investor Assistance & Education, Securities & Exchange Board of India Plot No. C 4-A, G Block, Near Bank of India, Bandra Kurla Complex, Bandra (East), Mumbai, Maharashtra 400051

After exhausting the aforesaid mentioned options for resolution of the grievance, if the Client is still not satisfied with the outcome, he/ she / they can initiate dispute resolution mechanism that includes mediation and / or conciliation and / or arbitration, through the Online Dispute Resolution Portal (ODR Portal) at HTTPS://SMARTODR.IN/LOGIN in accordance with the procedure specified by SEBI. The Client can also directly initiate dispute resolution through the ODR Portal if the grievance lodged with the Portfolio Manager is not satisfactorily resolved at any stage of the subsequent escalations mentioned above.



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CHECK LIST FOR FILLING KYC FORM (List of documents to be Submitted) - For Individual

Types of Entity	Documentary Requirements	Please Tick					
Resident Individual / NRI	Documentary requirements						
	PAN Card Copy / Form 60 (If PAN card is not available)						
	nyone Address Proof (Aadhar Copy, Valid Passport, Voters ID card, Driving License opy, Latest Utility Bill not more than 2 months old)						
	1 photograph	photograph					
	Original Cancelled cheque leaf with name preprinted	Driginal Cancelled cheque leaf with name preprinted					
	Nominee Identification proof (Aadhar card copy, PAN)						
Important Instructions for 1. Self-Attestation of Do		This					
requirement is applicable to	all joint holders, if any, as per regulatory guidelines. atory Official Valid Document (OVD) with Utility Bills:	IIus					
If a utility bill (e.g., electricit	by bill, telephone bill) is being provided as proof of address, it is mandatory to submit at least one on to the utility bill. Acceptable OVDs include:	Official Valid					
Aadhaar Card							
Voter ID Card							
Driving License							
Passport							
Any other OVD as prescrib	ed by regulatory authorities from time to time.						
3. Consistency in Details	s Across Documents:						
The name and address in	mentioned in the KYC form must exactly match the details provided in the submitted documental istencies in the information may lead to delays or rejection of the KYC process, as per compliance						
DPMS Pool Bank Details :							
1 N	HDFC Bank Limited						
ank Name	Kotak Mahindra Bank Limited						
ccount Name	BugleRock Capital Private Limited						
ccount No.							
ccount Type							
P ID and Client ID							
Branch Address							

4 Version No 3.1/Jan/2025

IFSC Code (For RTGS Transfers)

MICR Code



Instructions for filling KYC Forms - Individual

General Instructions:

INSTRUCTIONS/GUIDELINES FOR FILLING KYC APPLICATION FORM

- 1. Self-Certification of documents is mandatory.
- 2. KYC number of applicant is mandatory for update/change of KYC details.
- 3. For particular section update, please tick (<) in the box available before the section number and strike off the sections not required to be updated.
- 4. Copies of all documents that are submitted need to be compulsorily self-attested by the applicant and accompanied by originals for verification. In case the original of any document is not produced for verification, then the copies should be properly attested by entities authorized for attesting the documents, as per the list mentioned under [I].
- 5. If any proof of identity or address is in a foreign language, then translation into English is required.
- 6. Name & address of the applicant mentioned on the KYC form, should match with the documentary proof submitted.
- 7. If correspondence & permanent addresses are different, then proofs for both have to be submitted.
- 8. Sole proprietor must make the application in his individual name & capacity.
- 9. For non-residents and foreign nationals, (allowed to trade subject to RBI and FEMA guidelines), copy of passport/PIO Card/OCI Card and overseas address proof is mandatory.
- 10. In case of Merchant Navy NRI's, Mariner's declaration or certified copy of CDC (Continuous Discharge Certificate) is to be submitted.
- 11. For opening an account with Depository participant or Mutual Fund, for a minor, photocopy of the School Leaving Certificate/Mark sheet issued by Higher Secondary Board/ Passport of Minor/Birth Certificate must be provided.

A. Clarification / Guidelines on filling 'Identity Details' section

- 1. Name: Please state the name with Prefix (Mr/Mrs/Ms/Dr/etc.). The name should match the name as mentioned in the Proof of Identity submitted failing which the application is liable to be rejected.
- 2. Either father's name or spouse's name is to be mandatorily furnished. In case PAN is not available father's name is mandatory.

B. Clarification/Guidelines on filling details if applicant residence for tax purposes in jurisdiction(s) outside India

1. Tax identification Number (TIN): TIN need not be reported if it has not been issued by the jurisdiction. However, if the said jurisdiction has issued a high integrity number with an equivalent level of identification (a "Functional equivalent"), the same may be reported. Examples of that type of number for individual include, a social security/ insurance number, citizen/personal identification/services code/number, and resident registration number)

C. Clarification/ Guidelines on filling 'Proof of Identity [PoI]' section, if PAN Card copy is not enclosed/For PAN exempt Investors

- 1. If driving license number or passport is provided as proof of identity, then expiry date is to be mandatorily furnished.
- 2. Mention identification / reference number if "Z Others (any document notified by the central government)" is ticked.
- 3. Others Identity card with applicant's photograph issued by any of the following: Central/ State Government Departments, Statutory/Regulatory Authorities, Public Sector Undertakings, Scheduled Commercial Banks, Public Financial Institutions, Colleges affiliated to Universities, Professional Bodies such as ICAI, ICWAI, ICSI, Bar Council, etc., to their members; and Credit cards/Debit cards issued by Banks.
- 4. Letter issued by a gazetted officer, with a duly attested photograph of the person.

D. Clarification / Guidelines on filling 'Proof of Address [PoA] section

- $1. \quad PoA \ to be submitted \ only \ if the submitted \ PoI \ does \ not \ have \ an \ address \ or \ address \ as \ per \ PoI \ is \ invalid \ or \ not \ in \ force.$
- 2. State / U.T Code and Pin / Post Code will not be mandatory for Overseas addresses.
- 3. Others includes Utility bill which is not more than two months old of any service provider (electricity, telephone, post-paid mobile phone, piped gas, water bill); Bank account or Post Office savings bank account statement; Documents issued by Government departments of foreign jurisdictions and letter issued by Foreign Embassy or Mission in India; Identity card with applicant's photograph and address issued by any of the following: Central/ State Government Departments, Statutory/Regulatory Authorities, Public Sector Undertakings, Scheduled Commercial Banks, Public Financial Institutions, Colleges affiliated to Universities, Professional Bodies such as ICAI, ICWAI, ICSI, Bar Council, etc., to their Members; and Credit cards/Debit cards issued by Banks.



E. Clarification / Guidelines on filling 'Proof of Address [PoA] - Correspondence / Local Address details' section

- 1. To be filled only in case the PoA is not the local address or address where the customer is currently residing. No separate PoA is required to be submitted.
- 2. Others includes Utility bill which is not more than two months old of any service provider (electricity, telephone, post-paid mobile phone, piped gas, water bill); Bank account or Post Office savings bank account statement; Documents issued by Government departments of foreign jurisdictions and letter issued by Foreign Embassy or Mission in India; Identity card with applicant's photograph and address issued by any of the following: Central/ State Government Departments, Statutory/Regulatory Authorities, Public Sector Undertakings, Scheduled Commercial Banks, Public Financial Institutions, Colleges affiliated to Universities, Professional Bodies such as ICAI, ICWAI, ICSI, Bar Council, etc., to their Members; and Credit cards/Debit cards issued by Banks.

F. Clarification / Guidelines on filling 'Contact details' section

- 1. Please mention two-digit country code and 10-digit mobile number (e.g. for Indian mobile number mention 91-999999999).
- 2. Do not add '0' in the beginning of Mobile number.

G. Clarification / Guidelines on filling 'Related Person details' section

1. Provide KYC number of related person if available.

H. Clarification / Guidelines on filling 'Related Person details - Proof of Identity [PoI] of Related Person' section

 $1. \quad \text{Mention identification / reference number if 'Z-Others (any document notified by the central government)' is ticked.}$

I. List of people authorized to attest the documents after verification with the originals:

- 1. Authorised officials of Asset Management Companies (AMC).
- 2. Authorised officials of Registrar & Transfer Agent (R&T) acting on behalf of the AMC.
- 3. KYD compliant mutual fund distributors.
- 4. Notary Public, Gazetted Officer, Manager of a Scheduled Commercial/Co-operative Bank or Multinational Foreign Banks (Name, Designation & Seal should be affixed on the copy).
- 5. In case of NRIs, authorized officials of overseas branches of Scheduled Commercial Banks registered in India, Notary Public, Court Magistrate, Judge, Indian Embassy/ Consulate General in the country where the client resides are permitted to attest the documents.
- 6. Government authorised officials who are empowered to issue Apostille Certificates.

J. List of people authorized to perform In Person Verification (IPV):

- 1. Authorised officials of Asset Management Companies (AMC).
- 2. Authorised officials of Registrar & Transfer Agent (R&T) acting on behalf of the AMC.
- 3. KYD complained mutual fund distributors.
- 4. Manager of a Scheduled Commercial/Co-operative Bank or Multinational Foreign Banks (for investors investing directly).
- 5. In the case of NRI applicants, a person permitted to attest documents may also conduct the In Person Verification and confirm this in the KYC Form.

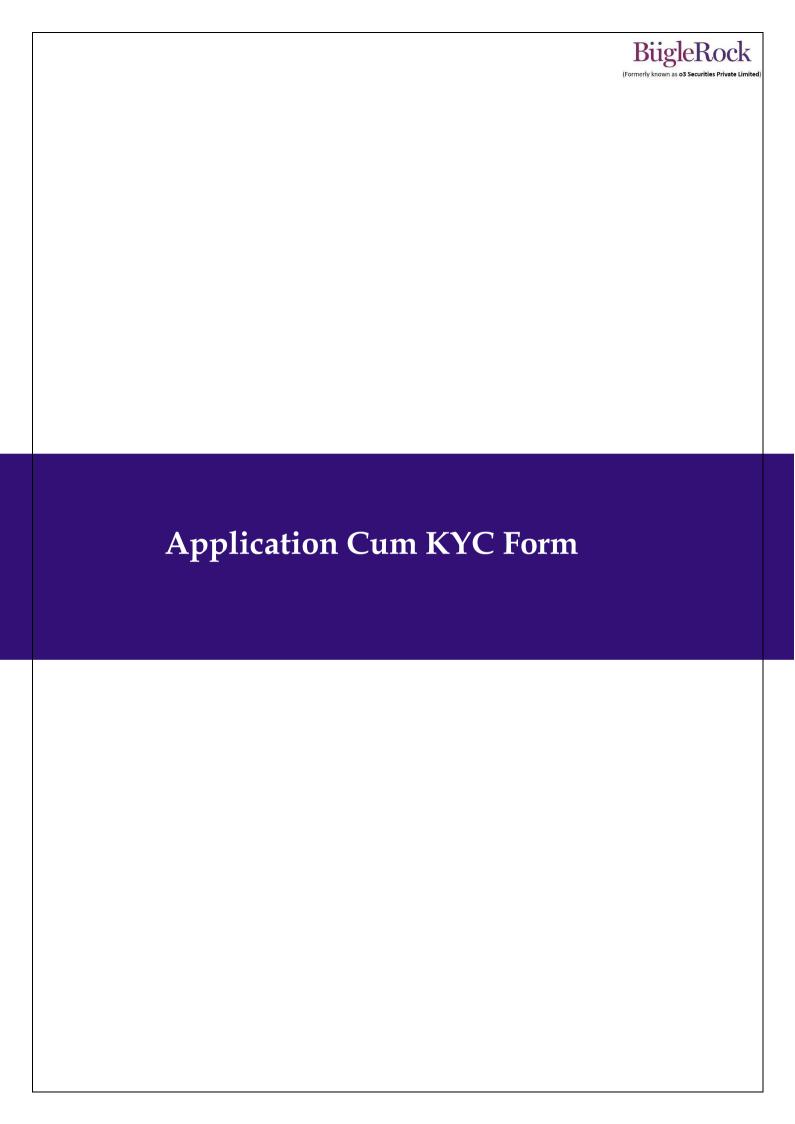
K. PAN Exempt Investor Category

- 1. Investments (including SIPs) in Mutual Fund schemes up to INR 50,000/- per investor per year per Mutual Fund.
- 2. Transactions undertaken on behalf of Central/State Government, by officials appointed by Courts, e.g., Official liquidator, Court receiver, etc.
- 3. Investors residing in the state of Sikkim.
- 4. UN entities/multilateral agencies exempt from paying taxes/filing tax returns in India.
- 5. Form 60



For Office Purpose Only					
Client Risk Categorization Un	Client Risk Categorization Under PMLA: □ LOW RISK □ MEDIUM RISK □ HIGH RISK				
	5 040 Y				
	For Office U	Jse Only			
Complete Documentation Re	eceived: Yes No	If No, give details:			
2. "Verified with Original" Star	mp Affixed on Proofs \Box	Yes 🗆 No			
PMS Code allotted to the Client:					
	Documents Verified with Originals	Client Interviewed By	In-Person Verification done by		
Name of the Employee					
Employee Code					
Designation of the Employee					
Branch Code					
Branch Name					
Branch State					
Date					
Signature					
3. "Pan Verified" stamp with E	mployee Name & Signatu	are Affixed on Proof \(\subseteq \text{ Ye}	es 🗆 No		
KRA Registration Details (For Office Purpose Only)					
If Client is already registered with KRA/CKYC please fill in below details:					
□NDML □CKYC □CVL □ DOTEX □ Others (Please Specify)					
(Please furnish photocopy of KRA Registration letter)					
KRA Registration No.:CKYC Registration No.:					
Date of Registration:/					

Note: If any change in the current/existing KYC record, Broking/ DP will carry out fresh CKYC and KRA





BugleRock Capital Private Limited

Corporate Office Address: Prestige Takt, 1st Floor, Kasturba Road Cross – 560001 Phone: +91 80 69029000

CKYC Consent Form

		For Account N	0:
Download	d Consent Form – Individua	1	
<u>I</u>		5/o / D/o / W/o	
		S/o / D/o / W/o	
		S/o / D/o / W/o	
Registry (ad my/our KYC Records for ose of verification of my identification of my	
•	nation such as my/our nan	Record includes my/our Kne, address, date of birth / date	
or any Bugler Centra registe	other competent authority rock Capital Private Limite al KYC Registry or any otered mobile number / e-mae-mail shall not make the	al KYC details may be shared we. I /we hereby consent to rece d (formerly known as o3 Secuther competent authority throughly address. I also agree that the company liable for any loss of	ive information from the urities Private Limited) / ugh SMS/e- mail on my e non-receipt of any such
THER DETAI	LS:		
Thathar Ragista	red with other Portfolio Manager	NO NO	
viietilei Registei	red with other rottono manager		٦
Yes: Name of	the Portfolio Manager:		
xchange Name	Details of dispu	ites / dues pending from / to such Po	artfolio Managar
· ·			<u> </u>
Offences	<u> </u>	xchanges / any other authority for vic	nation of securities laws / other econd
if any)	YES NO. IF YES, Furnish	the details :	
Applicant	Sole/First Applicant	Second Applicant	Third Applicant
Name	2019 1 110t 11ppileunt	occond ripplicant	Inna rippituiti
Signature			

Know Your Client (KYC) Application Form (For Individuals Only) Sole Holder / First Holder

BügleRock

Please fill the form in ENGLISH and in BLOCK letters Fields marked * are mandatory Fields marked * are pertaining to CKYC and mandatory

only if processing CKYC also (Formerly known as o3 Securities Private Limited) 1. Identity Details (please refer guidelines overleaf) PAN* Please enclose a duly attested copy of your PAN Card Name* (same as ID proof) Maiden Name[†] (if any) Fathers/Spouse's Name* Date of Birth* Gender* Male Female Transgender Marital Status* Single Nationality* Indian Other Residential Status* Resident Individual Non-Resident Indian Please Tick (✓) ☐ Foreign National ☐ Person of Indian Origin⁺ Cross Signature across photograph (Passport mandatory for NRIs and Foreign Nationals. PIO selection is only for CKYC and not for KRA KYC. Select NRI or Foreign National based on Nationality of the individual) Proof of Identity (POI) submitted for PAN exempted cases (Please tick) XXXX XXXX A — Aadhaar Card (Expiry Date) B — Passport Number C — Voter ID Card (Expiry Date) D —Driving License E —NREGA Job Card F — NPR Z —Others (any document notified by Central Government) **Identification Number** 2. Address Details* (please refer guidelines overleaf) A. Correspondence/Local Address* Line 1* Line 2 Line3 City/Town/Village* District⁺ Pin Code* State* Country* Address Type* Residential/Business Residential Registered Office Unspecified Business **Applicant Wet Signature**

B. Permanent residence address of applicant, if different fro	m above A / Overseas Address*	(Mandatory for NRI Applicant)
Line 1*		
Line 2		
Line3		
City/ Town/Village* Dist	rict+	Pin Code*
	ntry*	
State*Cou Address Type* Residential/Business Residential	Business Registere	
Proof of Address* (attested copy of any 1 POA for correspondence and permane		ed Office
	ent address each to be submitted)	
A — Aadhaar Card XXXX XXXX B — Passport Number	(Expiry Date)
C — Voter ID Card	(EXPITY Date	
D — Driving License	(Expiry Date)	
E —NREGA Job Card		
F — NPR Letter		
Z—Others Identification Number	(any document notified by Central	Government)
3. Contact Details (in CAPITAL)		
Email ID*		
Mobile No. *		
Tel (off)	Tel (Res)	
4. Applicant Declaration		
I/We hereby declare that the KYC details furnished by me are true and correct to the best of my/our knowledge and belief and I/we under-take to inform you of any	Applicant e-SIGN	Applicant Wet Signature
changes therein, immediately. In case any of the above information is found to be false or untrue or misleading or misrepresenting, I am/We are aware that I/We may		
be held liable for it. I/We hereby consent to receiving information from CVL KRA through SMS/Email on		
the above registered number/Email address.		
I am/We are also aware that for Aadhaar OVD based KYC, my KYC request shall be validated against Aadhaar details. I/We hereby consent to sharing my/our masked		
Aadhaar card with readable QR code or my Aadhaar XML/Digilocker XML file, along with passcode and as applicable, with KRA and other Intermediaries with whom I		
have a business relationship for KYC purposes only.		
DATE:(DD-MM-YYYY)		
PLACE:		
5. For Office Use Only	Intermed	iany Dataile*
In-Person Verification (IPV) carried out by*		iary Details*
PV Date	Self-certified document co	
Emp. Name	True Copies of documents	s received (Attested)
Emp. Code	AMC / Intermediary Name:	
Emp. Designation		
Employee Signature and Stamp	Inelikution	Name and Stamp
		·

Know Your Client (KYC) Application Form (For Individuals Only) Second Holder



 $Please fill the form in ENGLISH and in BLOCK letters \\ Fields marked * are mandatory Fields marked † are pertaining to \\ Fields marked * are mandatory Fields marked † are pertaining to \\ Fields marked * are mandatory Fields marked † are pertaining to \\ Fields marked * are mandatory Fields marked † are pertaining to \\ Fields marked * are mandatory Fields marked † are pertaining to \\ Fields marked * are mandatory Fields marked † are pertaining to \\ Fields marked * are mandatory Fields marked † are pertaining to \\ Fields marked * are mandatory Fields marked † are pertaining to \\ Fields marked * are mandatory Fields marked † are pertaining to \\ Fields marked * are mandatory Fields marked † are pertaining to \\ Fields marked * are mandatory Fields marked † are marked † are$

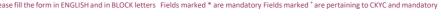
CKYC and mandatory only if processing CKYC also

(Formerly known as o3 Securities Private Limited)

L. Identity Details (pleas	e refer guidelines overle	eaf)			
PAN*	Pleas	se enclose a duly attes	ted copy of your PAN C	ard	
Name* (same as ID proof)					
Maiden Name ⁺ (if any)					
athers/Spouse's Name*					
Date of Birth*					
Gender*	☐ Male	☐ Female	☐ Transg	gender	
Marital Status*	Single				Recent passport
ize Nationality*	☐ Indian	Other			Applicant Photo
Residential Status*	Resident Individual		Non-Resident Ind	ian	
Please Tick (✓)	☐ Foreign National		Person of Indian	Origin ⁺	Cross Signature across photograph
	(Passport mandatory for NRIs a Select NRI or Foreign National b			CKYC and not for KRA KYC.	cross signature across priotograph
Proof of Identity (POI) subr	-				
A — Aadhaar Card	XXXX XXXX				
B — Passport Number				(Expiry Date)	
C — Voter ID Card					
D —Driving License				(Expiry Date)	
E —NREGA Job Card					
F — NPR					
Z —Others			(any document	notified by Central Governi	ment)
Identification Nu	mber			,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	,
2. Address Details* (plea		rleaf)			
a. Correspondence/ Local	Address*				
ine 1*					
ine					
ine3					
illes		District	+	Pin	Code*
City/Town/Village*		Countr	y*		
City/Town/Village*	ntial/Business Re	Countrosidential	y* Business	Registered Offic	ce Unspecified

Line 2 Line 2 Line 3 City/ Town/Village* District* Pin Code* State* Country* Address Type* Residential/Business Residential Business Registered Office Unspecified Proof of Address* detected copy of levy 1 POA for correspondence and permanent address each to be submitted A - Aadhaar Card XXXXXXXX Bear Septiment of Country* Bear Passport Number (Capity Date) C - Voter ID Card Comprising License (Frying Date) E - NREGA Lob Card F - NPR Letter 2 - Others (party document codified by Central Government) Identification Number 3. Contact Details (in CAPITAL) Email ID* Mobile No.* Tel corp Tel Capity Television of Policy Interest Capity (Interest Capity Capity Date) Applicant Declaration Whe breaky content of sterile of two undersales in Intermy you of any decument codified by Central Government) Interest Capity Capity Capity Capity Date (Interest Capity Capity Date) Tel corp Tel Capity Television Capity Capity Date (Interest Capity Capity Date) Tel corp Tel Capity Television Capity Capity Date (Interest Capity Capity Date) Tel corp Tel Capity Capity Date (Interest Capity Capity Date) Tel corp Tel Capity Capity Date (Interest Capity Capity Date) Tel Capity Television Capity Capity Capity Date (Interest Capity Capity Date) Tel Capity Capity Date (Interest Capity Capity Date) Tel Capity Capity Date (Interest Capity Capity Date) Tel Capity Capity Capity Date (Interest Capity Capity Date) The Copity Capity Date (Interest Capity Capity Capity Capity Capity Capity Date) The Copity Capity Capity Capity Capity Capity Capity Date (Intermediary Data) True Copits of documents received (OVD) True Copies of documents received (CAPITy) True Capity Capity Capity Capity Capity Capity Capity Capit	B. Permanent residence address of applicant, if different fro	m above A / Overseas Addres	ss* (Mandatory for NRI Applicant)
Line 3 City/ Town/Village*	Line 1*		
City/ Town/Village* District* Prin Code* State* Country* Address Type* Residential/Business Residential Business Registered Office Unspecified Proof of Address* (intensed copy of any 1 POA for correspondence and permanent address each to be submitted) A — Aadhaar Card XXXX XXXX B P — Passport Number (Papiry Date) C — Voter ID Card D — Driving License (Papiry Date) E — NREGA Job Card F — NPR Letter Z—Others (Jany document notified by Central Government) Identification Number 3. Contact Details (in CAPITAL) Email ID* Mobile No.* Tel (orm Tel (ore) 4. Applicant Declaration IVM benefy declare that the KTC details furnished by me are true and correct to the best of inform you of any the best of inform from you of any the best of inform from the best of inform in age are not the and residence and best and twice undertake to inform you of any the best of inform from the above registered number from allowers information in formatic to be a red falled for a dimber and advanced from the above registered market from allowers. I am We are also aware that for Auditiona OVD based (NC), my KC request shall be validated against Adalhar cred with readable OR code or my Auditional MOVD (plotter MMC). Ref. dimongly Skingternal on the above registered market from a ladders. I am We are also aware that for Code or my Audition AND/Displotter MMC. Ref. dimongly Skingternal on the above registered market from a ladders. I am We are also aware that for Code or my Audition AND/Displotter MMC. Ref. dimongly Skingternal on the abovers registered from the formal address. I am We are also aware that for Code or my Audition AND/Displotter MMC. Ref. dimongly Skingternal on the abovers registered market from a ladders. I am We are also aware that for Audition (VD Counties of the MC). I am Person Verification (IPV) carried out by* Intermediary Details* I true Copies of documents received (Attested) AMC / Intermediary Name:	Line 2		
City/ Town/Village* District* Pin Code* State* Country* Address Type* Residential/Business Residential Business Registered Office Unspecified Proof of Address* (natesed copy of any 1 PoA for correspondence and permanent address each to be submitted) A — Aadhaar Card XXXXXXXX B — Passport Number ((Inspiry Date) C — Voter ID Card D — Driving License (Inspiry Date) F — NPR Letter 2—Others (Inspiry Date) 3. Contact Details (in CAPITAL) Email ID* Mobile No.* Tel (on) Tel pas) 4. Applicant Declaration I/We hereby declare that the KVC details furnished by me are true and correct to the bard in myour knowledge and belief and the emidrens's to infirm you all any changes therein, incendedly in core and of the above information is bound to be balled or some or misleading or miscrepresenting. I ann'the are aware that two to be talked or some or misleading or miscrepresenting. I ann'the area aware that the endow registered mumber/final address. I arm We are also aware that it and the address of MyDiplicoter MX. (Its along with pascond and as applicable, with KNA and other intermediaters with whom I have a biguiness relationship for CYC purpose only. District Distri	Line		
Town/Village* Country* Country*	3		
State* Country* Address Type* Residential/Business Residential Business Registered Office Unspecified Proof of Address* nature Residential Residential Residential Residential			
Address Type* Residential/Business Residential Business Registered Office Unspecified Proof of Address* (attested copy of any 1 POA for correspondence and permanent address each to be submitted) A — Aadhaar Card XXXXXX B — Passport Number (Expiry Date) C — Voter ID Card (Expiry Date) F — NREGA Job Card F — NPR Letter Z—Others (John Card September 1) Z—Others (John Card September 2) Jenification Number (John Card September 2) A. Applicant Details (in CAPITAL) Email ID* Mobile No. * Tel (one) Tel (see) 4. Applicant Declaration I/We hereby declare that the KTC details furnished by me are true and correct to the best of myour knowledge and belief and lywe undercake to inform you of any be held labele for it. Jan (We hereby declare that the KTC details furnished by me are true and correct to the best of myour knowledge and belief and lywe undercake to inform you of any be held labele for it. Jan (We hereby declare that the KTC details furnished by me are true and correct to the best of myour knowledge and selection of the above registered number/Limal address. Jan (Jan (Jan (Jan (Jan (Jan (Jan (Jan (Pin Code*
Proof of Address* (attested copy of any 3 POA for correspondence and permanent address each to be submitted) A — Aadhaar Card XXXX XXXX B — Passport Number (Espiry Date) C — Voter ID Card D — Driving License E — NREGA Job Card F — NPR Letter Z — Others (International Number Steel Content of Content o	State*Cou	•	
A — Aadhaar Card XXXXXXX	,		ered Office Unspecified
B Passport Number C - Voter ID Card D - Driving License E - NREGA Job Card F - NPR Letter Z-Others (any document notified by Central Government) Identification Number 3. Contact Details (in CAPITAL) Email ID* Mobile No. * Tel (ori) Tel (res) 4. Applicant Declaration I/We hereby declare that the kYC details furnished by me are true and correct to the best of my/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 micleading or misrepresenting, Jan/We are aware that I/We may be held liable for it. I/We hereby content to receiving information from CVL 68A through 5MS/Email or the above registered number/ Familia defress. I am/We are also aware that for Adahaar CVD based IVC, my KC requests hall be validated against Adhaar details. (No hereby connect to receiving information from CVL 68A through 5MS/Email or the above registered number/ Familia defress. I am/We are also aware that for Adahaar CVD based IVC, my KC requests that be validated against Adhaar details. (No hereby connect has the propose only. DATE:		ent address each to be submitted)	
C — Voter ID Card D — Driving License E — NREGA Job Card F — NPR Letter Z—Others Identification Number 3. Contact Details (in CAPITAL) Email ID* Mobile No. * Tel (on) Whe hereby dedare that the KYC details furnished by me are true and correct to richney for mycour knowledge and belief and live undertake to inform you of any changes therein, immediately, in case any of the above information is found to be false or unitrue or mileoding or misr opresenting, I am/We are aware that I/We may be held liable for it. Whe hereby consent to receiving information from CVL KRA through SMS/Email on the above registered number/Email address. I am/We are also aware that für Aarbhac CVD based KYC, my KYC request shall be validated against Aprila CRO Aprila Collesis. Vive hereby consent to receiving information from CVL KRA through SMS/Email on the above registered number/Email address. I am/We are also aware that für Aarbhac CVD based KYC, my KYC request shall be validated against Aprila CRO and as applicable, with RA and other in information through the shower and as applicable, with RA and other in information through the shower and as applicable, with RA and other in information through the shower and as applicable, with RA and other in information through the shower and as applicable, with RA and other in information through the shower registered number/Email address. For Office Use Only In-Person Verification (IPV) carried out by* Intermediary Details* Self certified document copies received (OVD) True Copies of documents received (Attested) AMC / Intermediary Name:			
D D Driving License (Expiry Date) E NREGA Job Card F NPR Letter Z-Others (any document notified by Central Government) Identification Number 3. Contact Details (in CAPITAL) Email ID* Mobile No. * Tel (6%) Tel (6%) 4. Applicant Declaration I/We hereby declare that the KYC details furnished by me are true and correct to the best of my/cur 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 mellodding or misrepresenting, I ann/We are aware that II/We may be held liable for it. I/We hereby consent to receiving information from CVI. KRA through SMS/Email on the above registered number/Email address. I arm/We' are also aware that for Andhara CWI. Very the Cred your masked Andhara card with readable OR code or my Andhara KWI./Digliocker. XME (16; along with passcode and as applicable, with RA and other information inform missed Andhara card with readable OR code or my Andhara KWI./Digliocker. XME (16; along with passcode and as applicable, with RA and other information inform missed Andhara card with readable OR code or my Andhara KWI./Digliocker. XME (16; along with passcode and as applicable, with RA and other information informat		(Expiry D	
E — NREGA Job Card F - NPR Letter Z - Others Identification Number 3. Contact Details (in CAPITAL) Email ID* Mobile No. * Tel (on) Tel (exs) 4. Applicant Declaration I/We hereby declare that the KYC details furnished by me are true and correct to the best of my/our knowledge and belief and I/We undertake to inform you of any changes therein, immediately, in case any of the above information is found to be false or untrue or misleading or misrepresenting, I am/We are aware that I/We may be held liable for it. I/We hereby oceant to receiving information from CVL KRA through SMS/Email on the above registered number/Email address. I am/We are aware that I/We may be held liable for it. I/We hereby consent to receiving information from CVL KRA through SMS/Email on the above registered number/Email address. I am/We are aware that I/We may be held liable for it. I/We hereby consent to receiving information from CVL KRA through SMS/Email on the above registered number/Email address. I may be held liable for it. I/We hereby oceant to receiving information from CVL KRA through SMS/Email on the above registered number/Email address. I may be held liable for it. I/We hereby oceant to receiving information from CVL KRA through SMS/Email on the above registered number/Email address. I may be held liable for it. I/We hereby oceant to receiving information from CVL KRA through SMS/Email on the above registered number/Email address. I may be held liable for it. I/We hereby oceant to receiving information from CVL KRA through SMS/Email on the above registered number/Email address. I/We hereby oceant to receiving information from CVL KRA through SMS/Email on the above registered number/Email address. I/We hereby oceant to receive the state of			
F - NPR Letter Z-Others (any document notified by Central Government)		(Expiry D	ate)
Z—Others Identification Number 3. Contact Details (in CAPITAL)			
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Email ID* Mobile No. * Tel (off) Tel (Res) 4. Applicant Declaration I/We hereby dedare that the KYC details furnished by me are true and correct to the best of my/our knowledge and belief and I/We undertake to inform you of any changes therein, immediately. In case any of the above information is found to be false or untrue or misleading or misrepresenting, Iam/We are aware that I/We may be held liable for it. I/We hereby consent to receiving information from CVL KRA through SMS/Email on the above registered number/Email address. I am/We are also aware that for Aadhaar OVD based KYC, my KYC request shall be validated against Aadhaar advinteredable Roce doe or my Aadhaar XML/Diglicotex PML file, along with passcode and as applicable, with KRA and other Intermediaries with whom I have a business relationship for KYC purposes only. DATE:	Identification Number		
### Tel (off) ### Applicant Declaration ### Applicant Wet Signature ### Applicant Wet S	3. Contact Details (in CAPITAL)		
### Tell (off) #### Tell (off) ##################################	Email ID*		
Applicant Declaration	Mobile No. *		
Applicant Declaration	Tel (off)	Tel (Res)	
I/We hereby declare that the KYC details furnished by me are true and correct to the best of my/our knowledge and belief and I/we undertake to inform you of any changes therein, immediately. In case any of the above information is found to be false or untrue or misleading or misrepresenting, I am/We are aware that I/We may be held liable for it. I/We hereby consent to receiving information from CVL KRA through SMS/Email on the above registered number/Email address. I am/We are also aware that for Aadhaar OVD based KYC, my KYC request shall be validated against Aadhaar details. I/We hereby consent to sharing my/our masked Aadhaar card with readable QR code or my Aadhaar XML/Digilocker XML file, along with passcode and as applicable, with KRA and other intermediaries with whom I have a business relationship for KYC purposes only. DATE:			
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be held liable for it. I/We hereby consent to receiving information from CVL KRA through SMS/Email on the above registered number/Email address. I am/We are also aware that for Aadhaar OVD based KYC, my KYC request shall be validated against Aadhaar details. I/We hereby consent to sharing my/our masked Aadhaar card with readable QR code or my Aadhaar XMI_/Digilocker XML file, along with passcode and as applicable, with KRA and other Intermediaries with whom I have a business relationship for KYC purposes only. DATE:	changes therein, immediately. In case any of the above information is found to be		
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Aadhaar card with readable QR code or my Aadhaar XML/Digilocker XML file, along with passcode and as applicable, with KRA and other Intermediaries with whom I have a business relationship for KYC purposes only. DATE:(DD-MM-YYYY) PLACE: In-Person Verification (IPV) carried out by* Intermediary Details* IPV Date Self certified document copies received (OVD) Emp. Name True Copies of documents received (Attested) AMC / Intermediary Name :			
have a business relationship for KYC purposes only. DATE:			
DATE:			
Self certified document copies received (OVD) True Copies of documents received (Attested)	, , ,		
In-Person Verification (IPV) carried out by* Intermediary Details* IPV Date Emp. Name Emp. Code Intermediary Details* Self certified document copies received (OVD) True Copies of documents received (Attested) AMC / Intermediary Name:			
IPV Date Emp. Name Emp. Code Self certified document copies received (OVD) True Copies of documents received (Attested) AMC / Intermediary Name :	5. For Office Use Only		
Emp. Name Emp. Code True Copies of documents received (Attested) AMC / Intermediary Name :	In-Person Verification (IPV) carried out by*	Interme	ediary Details*
Emp. Name Emp. Code True Copies of documents received (Attested) AMC / Intermediary Name :	IPV Date	Self certified document	copies received (OVD)
Emp. Code AMC / Intermediary Name :	· · · · · · · · · · · · · · · · · · ·		
Emp. Code			
Emp. Designation	Emp. Code	, italia, j italia	
	Emp. Designation		
Employee Signature and Stamp Institution Name and Stamp	Employee Signature and Stamp	Institu	ition Name and Stamp
13 Version No 3.1/Jan/20	10		Version No 3.1/Jan/2025

Know Your Client (KYC) Application Form (For Individuals Only) Third Holder



Please fill the form in ENGLISH and in BLOCK letters Fields marked * are mandatory Fields marked * are pertaining to CKYC and mandatory



only if processing care also		(Formerly known as o3 Securities Private Limited)
1. Identity Details (pleas	e refer guidelines overleaf)	
PAN*	Please enclose a duly attested copy of your PAN Card	
Name* (same as ID proof) Maiden Name* (if any)		
Fathers/Spouse's Name* Date of Birth*	·	
Gender*	☐ Male ☐ Female ☐ Transgender	
Marital Status*	☐ Single ☐ Married	Recent passport size
Nationality*	☐ Indian ☐ Other	Applicant Photo
Residential Status*	Resident Individual Non Resident Indian	
Please Tick (✓)	☐ Foreign National ☐ Person of Indian Origin ⁺	Cross Signature across photograph
	(Passport mandatory for NRIs and Foreign Nationals. PIO selection is only for CKYC and not for KRA Select NRI or Foreign National based on Nationality of the individual)	
Proof of Identity (POI) sub	mitted for PAN exempted cases (Please tick)	
A — Aadhaar Card	XXXX XXXX	
B — Passport Number	(Expiry Date)	·
C — Voter ID Card	(Surjey Data)	
D —Driving License	(EXPITY Date)	
E —NREGA Job Card		
F — NPR		
Z —Others	(any document notified by Central G	overnment)
Identification Nu	mber	
2. Address Details* (plea	ase refer guidelines overleaf)	
A. Correspondence/ Local Line 1*	Address*	
Line 2		
Line3		
City/Town/Village*	District*	Pin Code*
State*	Country*	
Address Type* Reside	ntial/Business Residential Business Registered	Office Unspecified
		Applicant Wet Signature

B. Permanent residence address of applicant, if different fro	m above A / Overseas Address* (Mandatory for NRI Applicant)
Line 1*	
Line 2	
Line3	
City/	
	trict ⁺ Pin Code*
	untry*
Address Type* Residential/Business Residential	Business Registered Office Unspecified
Proof of Address* (attested copy of any 1 POA for correspondence and permanent	ent address each to be submitted)
A — Aadhaar Card XXXX XXXX	
B — Passport Number	(Expiry Date)
C — Voter ID Card	
D — Driving License	(Expiry Date)
E —NREGA Job Card	
F — NPR Letter	
Z—Others	(any document notified by Central Government)
Identification Number	
3. Contact Details (in CAPITAL)	
Email ID*	
Mobile No. *	
Tel (off)	Tel (Res)
4. Applicant Declaration	
I/We hereby declare that the KYC details furnished by me are true and correct to	Applicant e-SIGN Applicant Wet Signature
the best of my/our knowledge and belief and I/we under-take to inform you of any changes therein, immediately. In case any of the above information is found to be	
false or untrue or misleading or misrepresenting, I am/We are aware that I/We may	
be held liable for it. I/We hereby consent to receiving information from CVL KRA through SMS/Email on	
the above registered number/Email address. I am/We are also aware that for Aadhaar OVD based KYC, my KYC request shall be	
validated against Aadhaar details. I/We hereby consent to sharing my/our masked	
Aadhaar card with readable QR code or my Aadhaar XML/Digilocker XML file, along with passcode and as applicable, with KRA and other Intermediaries with whom I	
have a business relationship for KYC purposes only.	
DATE:(DD-MM-YYYY)	
PLACE:	
5. For Office Use Only	
In-Person Verification (IPV) carried out by*	Intermediary Details*
IPV Date	Self certified document copies received (OVD)
Emp. Name	True Copies of documents received (Attested)
	AMC / Intermediary Name :
Emp. Code	
Emp. Designation	
Employee Signature and Stamp	Institution Name and Stamp



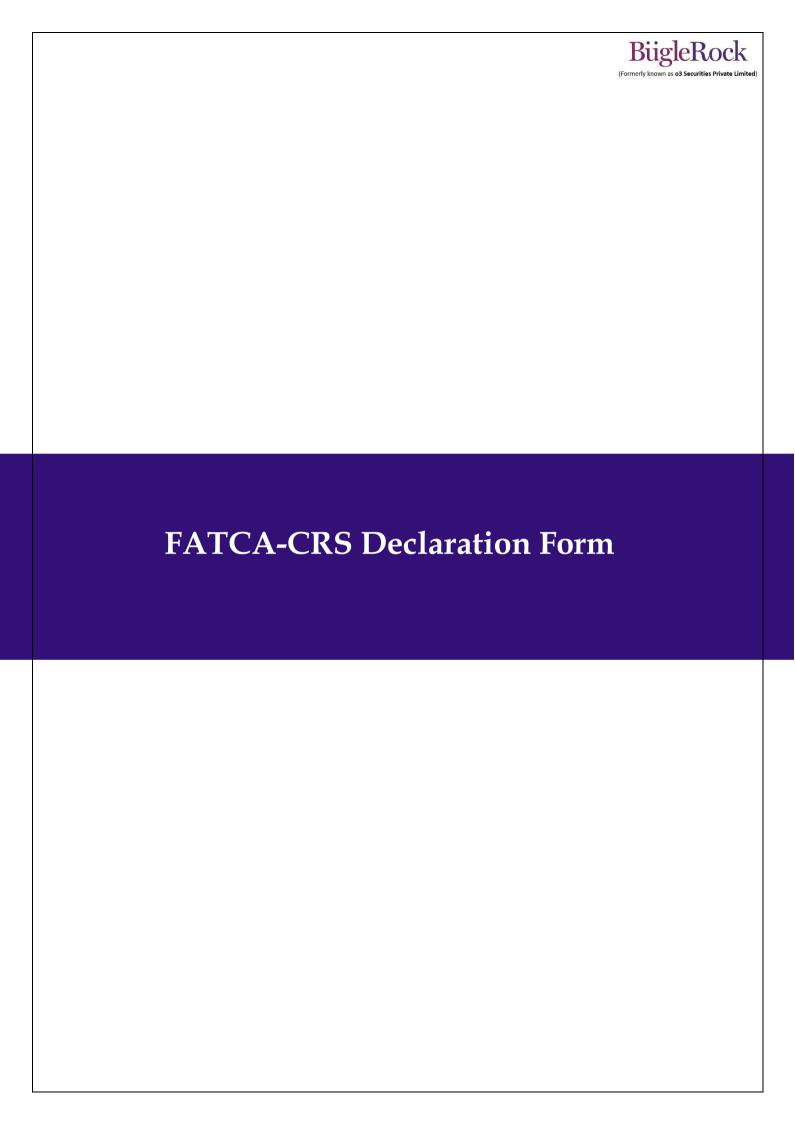
KNOW YOUR CLIENT

Other Details of Account Holders

	Sole / First Holder	Second Holder	Third Holder
Educational	☐ Undergraduate	☐ Undergraduate	☐ Undergraduate
Qualification	☐ Graduate	☐ Graduate	☐ Graduate
	☐ Postgraduate	☐ Postgraduate	Postgraduate
	☐ Professional	☐ Professional	Professional
Source of	Primary:	Primary:	Primary:
Income	☐ Salary	☐ Salary	☐ Salary
	☐ Business	☐ Business	☐ Business
	☐ Pension	☐ Pension	☐ Pension
	☐ Others (Specify)	☐ Others (Specify)	☐ Others (Specify)
	☐ Rental	☐ Rental	☐ Rental
	☐ Dividend	☐ Dividend	☐ Dividend
	☐ Salary of Dependents	☐ Salary of Dependents	☐ Salary of Dependents
	☐ Interest on Investment	☐ Interest on Investment	☐ Interest on Investment
Gross	Income Range per annum:	Income Range per annum:	Income Range per annum:
Annual	☐ 5 Lac – 10 Lac	☐ 5 Lac – 10 Lac	☐ 5 Lac – 10 Lac
Income	☐ 10 Lac – 25 Lac	☐ 10 Lac – 25 Lac	☐ 10 Lac – 25 Lac
	☐ > 25 lacs	☐ > 25 lacs	☐ > 25 lacs
Net-worth as			
on (date)			
	D M M Y Y Y	D D M M Y Y Y	D D M M Y Y Y
	(Networth should not be	(Networth should not be older	(Networth should not be older
	older than one year)	than one year)	than one year)
Occupation	☐ Private / Public Sector	☐ Private / Public Sector	☐ Private / Public Sector
	☐ Govt. Service	☐ Govt. Service	☐ Govt. Service
	☐ Business	☐ Business	☐ Business
	☐ Professional	☐ Professional	☐ Professional
	☐ Agriculture	☐ Agriculture	☐ Agriculture
	☐ Retired	☐ Retired	☐ Retired
	☐ Housewife	☐ Housewife	☐ Housewife
	☐ Student	☐ Student	☐ Student
	☐ Others (Specify)	☐ Others (Specify)	☐ Others (Specify)
Nature of	☐ Agriculture	☐ Agriculture	☐ Agriculture
Business	☐ Gems & Jewellery	☐ Gems & Jewellery	☐ Gems & Jewellery
	☐ Real Estate	☐ Real Estate	☐ Real Estate
	☐ Export-Import	☐ Export-Import	☐ Export-Import
	☐ Manufacturing	☐ Manufacturing	☐ Manufacturing
	☐ Service Industry	☐ Service Industry	☐ Service Industry
	☐ Trading Firm	☐ Trading Firm	☐ Trading Firm
	☐ Others (Specify)	☐ Others (Specify)	\square Others (Specify)



						(Formerly known as o3 Securities Private		
Please tick,	☐ Politically Exposed		☐ Politically E	xposed	□Ро	litically Exposed		
if applicable:	Person (PEP)		Person (PEP)		Person (PEP)			
	☐ Related to Politically		☐ Related to I	Politically	☐ Related to			
	Exposed Person (RPEP)		Exposed Perso	on (RPEP)	Politic	cally Exposed		
	☐ None		☐ None		Perso	n (RPEP)		
					☐ No	ne		
landate Bank	details of Account Holde	rs						
	Sole / First Holder		Second Holder		Third I	Holder		
ank Name								
ranch Name								
SC code								
ccount umber & Type								
Account								
DDITIONAL INI	FORMATION FOR PMS A	DVISORY	SERVICES ACCO	JNT				
Mailing Addre		☐ Corre	espondence	☐ Permanent		As per Authority Letter		
Source of Mo	ney Being Invested	☐ Savin	☐ Savings ☐ Gift ☐ Business ☐ Inheritance					
		☐ Othe	☐ Other (please specify)					
Investments I	Experience:	□ <3 Ye	□ <3 Years □ 3-5 Years			□ >5 Years		
Investment O	bjective:	☐ Capit	☐ Capital Appreciation ☐ Regular Incom] Both		
Investment T	ype:	☐ Equit	y 🗆 Mutual	Funds 🗆 Ba	alanced	☐ Debt		
		☐ Othe	r (please specify)				
Mode of Ope	ration	☐ Single	e	☐ Joint		Either or Survivor		
		<u> </u>						
<u>Depository A</u>	<u>ccount Details :</u>							
P Name :				Depository Type	:			
P ID :	DP Clien	t ID :		PMS code :				
			_					
	0.1 500			. 1' (
Applicant	Sole/First Applicar	nt	Second	Applicant		Third Applicant		
Applicant Name	Sole/First Applica	nt	Second	Applicant		Third Applicant		
	Sole/First Applica	nt	Second	Applicant		Third Applicant		





FIRST HOLDER		FATCA-CRS Declaration & Supplementary KYC Information Declaration Form for Individuals Please seek appropriate advice from your tax professional on your tax residency, related FATCA & CRS quidance								Declaration Form for Individuals					
			Please se	eek appropr	iate advic	ce from you	ır tax prof	ır tax professional on your ta			, related FA	TCA &	CRS gu	idance	
PAN / PEKRN*															
Name								•	•						
Address Type [for KYC address]		☐ Residential ☐ Registered Office ☐ Business				Nation	nality	☐ Indian		US [Others	<u>(plea</u>	se spe	ecify)	
Place of Birth							Cour	try of Birth							
Gross Annual Income Details in INR Net Worth in INR. In Lacs & Date [Optional]		☐ 5-10 Lacs ☐ 10-25 ☐ 25 Lacs - 1 Cr ☐ > 1 Crd			Lacs ore	Occupation Details [Please tick any one (√)]			□ Business □ Professional □ Public Sector □ Private Sector □ Government Service □ Agriculturist □ Housewife □ Student □ Retired □ Forex Dealer □ Others [Please specify]				e Sector ewife d		
Politically Exposed Person [PEP]		Yes ☐ Related to PEP Not Applicable Any other information [if applicable] [Please specify]					pecify]								
S. Cou		of Tax	ard Hold	es (other than India) in whi older / Tax Resident in the r Tax Identification Number (TIN) or Functional Equivalent		Idei	respective countries Identification Type [TIN or other, please specify]		If TIN is not available, please tick ☑ the reason A, B or C [as defined below] → Reason A □ B □ C □		r C w]				
2 > Reason A → TI > Reason B → NI TIN to be collect > Reason C → O	o TIN :ted]	l requir	ed [Selec	t this reas	on only i	if the auth	norities o	f the respectiv	e co	o its res				C quired the	
Declaration: I acknowledge and the above specified authorize you to dis updates to such ir trustees, their emplicing but not lin is legally required a information to other single submission / to the above inform / Fund's end or by upstream payors to obligation of advisir and hereby accept	informovees nited nd ot self updation dome or enangements	mation as / RTA to the I her involute & fo in future stic color with e of the	is found to rely, rery, rely, rery, so and was ('the Au-Financial estigation tered Intered Int	to be false nit in any f hen provious athorized P Intelligence agencies ermediarie levant purp 30 days ar as regulat to occur a	or untru form, mo ded by parties') of the Unit-Ir without a sor any poses. I and also u ors/ tax and pay of	ue or mislode or ma me to / or any India (FIU any oblig regulated also under authoritie out any s	eading onner, all any of the lian or for lian or for lian or for lian or for lian or l	r misrepresen / any of the inthe Mutual Fureign governme tax / revenu advising me of diaries registic keep you inforde any other a authorize Fun my account	ting, formatind, entale au the ered ermed additi nd/A or c	I/ am avation protits Spool or state thorities same. F with SEd in writional info MC/RTA lose or	ware that I povided by I pasor, Assectory or jude in India of further, I at BI / RBI / I pasobe about a provide suspend r	may li me, incet Man licial a r outsi- uthoriz RDA / any cha s may de rele ny acc	able fo cluding ageme uthoriti de Indi e to sh PFRD anges / be recevant in count(s	r it. I hereby all changes, nt Company, es / agencies a wherever it are the given A to facilitate modification juired at your oformation to without any	
Date:										;	Signature	:			
Place:															



SECOND HOLDER		FATCA-CRS Declaration & Supplementary KYC Information Declaration Form for Individuals Please seek appropriate advice from your tax professional on your tax residency, related FATCA & CRS guidance											
PAN / PEKRN*													
Name			<u> </u> _	<u> </u>									
Address Type [for KYC address]	C Registered Office		Nation	tionality Indian		_ U	s 🗆	Others	(plea	ase sp	ecif <u>y)</u>		
Place of Birth					Cour	try of Birth							
Gross Annual Income Details in INR Net Worth in INR. In Lacs & Date [Optional]	☐ 5-10 Lacs ☐ 10-25 ☐ 25 Lacs - 1 Cr ☐ > 1 Cr			☐ 10-25 Lacs Details [Ple							e Sector ewife		
Politically Exposed Person [PEP]	☐ Yes ☐ Not Ap	☐ Re pplicable	elated to P	PEP		other nation [if cable]			[Plea	ase s _i	pecify]	1	
S. Cou No. Re	ntry of Tax esidency he country who TIN requirected]	Number (TIN) or Functional Equivalent where the Account Holder is liable to p		Ide	Identification Type [TIN or other, please specify] ay tax does not issue TIN		the reason A, B or C [as defined below] → Reason A □ B □ C □ → Reason A □ B □ C □						
Declaration: I acknowledge and the above specified authorize you to dis updates to such ir trustees, their emplincluding but not lir is legally required a information to other single submission / to the above inform / Fund's end or by upstream payors to obligation of advisir and hereby accept	confirm that it information is close, share, information as oyees / RTAs nited to the Find other investigation in future of domestic or o enable withing me of the s	the informati s found to be rely, remit in s and when ('the Author inancial Intel stigation age ered Interme other relevant e within 30 de overseas re holding to oc	on provide false or un any form, provided lized Partie ligence Un ncies withdidiaries/or a nt purposea ays and alsegulators/ cour and pa	ed above is a ntrue or mis mode or ma by me to / s') or any In- it-India (FIL out any obliq any regulate s. I also und so undertak tax authorit ay out any s	leading anner, al any of dian or for J-IND), to gation of ed intermalertake to provines. I/We sums from the form of the sums from the sum	or misreprese I / any of the in the Mutual F oreign govern ne tax / reven advising me o ediaries regis b keep you inf ide any other a authorize F m my accour	enting, I information in fund, in mental ince author the s stered value of formed addition fund/AM int or cli	I/ am a tition prits Spo or state horities ame. I with SI in write onal in MC/RT ose or	ware that rovided by onsor, Assautory or just in India Further, I a EBI / RBI / ting about formation A to prove suspend	I may me, in set Ma dicial or out: author / IRDA any cas maride remy ac	r liable to not liable an agement authoricate to say he replevant coount (for it. I he ag all char hent Compities / ager dia where share the g DA to faci s / modific equired at information in the compound in the comp	ereby nges, pany, ncies ever it given ilitate eation your on to t any
Date: Place:									Signatur	e:			7
i lace.													



THIRD HOLDER		FATCA-CRS Declaration & Supplementary KYC Information Declaration Form for Individuals Please seek appropriate advice from your tax professional on your tax residency, related FATCA & CRS guidance							
PAN / PEKRN*									
Name		<u> </u>					l		
Address Type [for KYC address]	for KYC Registered Office		Nation	nality	□ Indian	US	Others	(please s	specify)
Place of Birth				Cour	ntry of Birth				
Gross Annual Income Details in INR Net Worth in INR. In Lacs & Date [Optional]	Below 1 L 5-10 Lacs 25 Lacs -	□ 1	-5 Lacs 0-25 Lacs 1 Crore	Deta	ipation ils [Please any one (√)]	Puk Gov Agr Stu	siness blic Sector vernment S iculturist dent ex Dealer lers [Pleas	Private Privat	red
Politically Exposed Person [PEP]	☐ Yes ☐ Not Applic	☐ Related to cable	PEP		other mation [if cable]		[Ple	ease speci	fy]
Citizen / Residen	No. Residency			e respe	Identification Ty [TIN or other please specify]		ype If TIN is not available, please to the reason A, B or C		
								elow]	
2							Reason A		
➤ Reason B → N TIN to be collect	confirm that the dinformation is fosciose, share, rely information as arroyees / RTAs ('thritted to the Finar and other investig or SEBI Registered update & for oth pation in future with domestic or over enable withholding me of the same	nund to be false o y, remit in any for nd when provide ne Authorized Pan ncial Intelligence ation agencies w d Intermediaries/ er relevant purpo thin 30 days and erseas regulator ding to occur and	ided above is r untrue or mis m, mode or m d by me to / rties') or any In Unit-India (FIL ithough also undertak s/ tax authorit pay out any	true and sleading anner, a any of dian or f J-IND), it get interndentate to protest. I/W sums from the control of the control	I correct to the or misreprese II / any of the i the Mutual Foreign governihe tax / reven a divising me inediaries regiso keep you infivide any other e authorize Form my accour	e best of monting, I/ an offermation stered with formed in validational und/AMC/int or close	y knowledgen aware that provided by statutory or jete. Further, I SEBI / RBI writing about information RTA to proof or suspence	e and belie t I may liabl y me, including set Manage udicial auth or outside authorize to tany change as may be vide relevand	of. In case any of e for it. I hereby ling all changes, ement Company, orities / agencies India wherever it o share the given RDA to facilitate les / modification required at your nt information to nt(s) without any
Date:							Signatu	re:	
Place:									



FATCA & CRS Terms & Conditions

Details under FATCA & CRS: The Central Board of Direct Taxes has notified Rules 114F to 114H, as part of the Income-tax Rules, 1962, which require Indian financial institutions such as the Banks/other financial entities to seek additional personal, tax and beneficial owner information and certain certifications and documentation from all our account holders. In relevant cases, information will have to be reported to tax authorities / appointed agencies. Towards compliance, we may also be required to provide information to any institutions such as withholding agents for the purpose of ensuring appropriate withholding from the account or any proceeds in relation thereto.

Should there be any change in any information provided by you, please ensure you advise us promptly, i.e., within 30 days.

Please note that you may receive more than one request for information if you have multiple relationships with (Insert FI's name) or its group entities. Therefore, it is important that you respond to our request, even if you believe you have already supplied any previously requested information.

FATCA & CRS Instructions

If you have any questions about your tax residency, please contact your tax advisor. If you are a US citizen or resident or green-card holder, please include United States in the foreign country information field along with your US Tax Identification Number.

\$It is mandatory to supply a TIN or functional equivalent if the country in which you are tax resident issues such identifiers. If no TIN is yet available or has not yet been issued, please provide an explanation and attach this to the form. In case customer has the following Indicia pertaining to a foreign country and yet declares self to be non-tax resident in the respective country, customer to provide relevant Curing Documents as mentioned below:

FATCA & CRS Indicia observed (ticked)	Documentation required for Cure of FATCA/ CRS indicia
U.S. place of birth	1. Self-certification that the account holder is neither a citizen of United States of America nor a resident for tax purposes; 2. Non-US passport or any non-US government issued document evidencing nationality or citizenship (refer list below);AND 3. Any one of the following documents: Certified Copy of "Certificate of Loss of Nationality or Reasonable explanation of why the customer does not have such a certificate despite renouncing US citizenship; or Reason the customer did not obtain U.S. citizenship at birth
Residence/mailing address in a country other than India	Self-certification that the account holder is neither a citizen of United States of America nor a tax resident of any country other than India; and Documentary evidence (refer list below)
Telephone number in a country other than India	If no Indian telephone number is provided 1. Self-certification that the account holder is neither a citizen of United States of America nor a tax resident of any country other than India; and 2. Documentary evidence (refer list below) If Indian telephone number is provided along with a foreign country telephone number 1. Self-certification that the account holder is neither a citizen of United States of America nor a tax resident for tax purposes of any country other than India; OR
Telephone number in a country other than India	Self-certification that the account holder is neither a citizen of United States of America nor a tax resident of any country other than India; and Documentary evidence (refer list below)

List of acceptable documentary evidence needed to establish the residence(s) for tax purposes:

- 1. Certificate of residence issued by an authorized government body*
- 2. Valid identification issued by an authorized government body* (e.g. Passport, National Identity card, etc.)

^{*} Government or agency thereof or a municipality of the country or territory in which the payee claims to be a resident.

BigleRock (Formerly known as of Securities Private Limited)
Declaration and Confirmation by Client Regarding Due Diligence for Investments Under PMLA Regulations



To,

Buglerock Capital Private Limited

Prestige Takt, 1st Floor, 23, Kasturba Road Cross, Bangalore – 560001, Karnataka, India

Subject: - Declaration And Confirmation by Client Regarding Due Diligence For availing PMS Advisory Service under PMLA Regulations

I, Client Full Name , hereby declare, acknowledge, and confirm the following in relation to my investment in Portfolio Management Services (PMS) provided by **Buglerock Capital Private Limited (formerly known as o3 Securities Private Limited)** and in accordance with the regulations laid down under the Prevention of Money Laundering Act, 2002 (PMLA) and rules and guidelines issued by regulatory authorities:

1. Source of Funds:

- I/ We confirm that the funds invested in the Portfolio Management Services (PMS) have been acquired through legitimate means and represent lawful income, earnings, or profits generated by me. These funds are not the proceeds of any criminal activity or unlawful gain as defined under the Prevention of Money Laundering Act (PMLA).
- I/ We acknowledge that the Portfolio Manager reserves the right to seek additional information regarding the source of funds or request supporting documentation if deemed necessary to comply with due diligence obligations.

2. KYC Compliance:

I/We confirm that I have duly completed the KYC (Know Your Client) process as required under the PMLA regulations and the guidelines issued by the Securities and Exchange Board of India (SEBI). All information provided by me in relation to the KYC process is true, accurate, and complete.

3. No Involvement in Money Laundering:

I/ We declare that I/We am / are not involved, directly or indirectly, in any activity that violates anti-money laundering laws or PMLA regulations. I have not been subject to any investigation, proceeding, or litigation concerning money laundering, terrorist financing, or related activities.

4. Compliance with FATCA and CRS:

I/We confirm that I / We have complied with the Foreign Account Tax Compliance Act (FATCA) and Common Reporting Standard (CRS) regulations. I have provided all necessary information regarding my tax residency and will update any changes to my tax status promptly.

5. Disclosure of Ultimate Beneficial Ownership (UBO):

I/ We declare that I/We am/ are the ultimate beneficial owner of the funds invested in the PMS account. In case any third party has an interest or ownership in the funds, I/ We will promptly disclose the details of such ultimate beneficial ownership (UBO) to the Portfolio Manager in accordance with applicable regulatory requirements.



6. Notification of Material Changes:

I/ We undertake to notify **Buglerock Capital Private Limited** of any changes in the information provided by me under the KYC or UBO declaration, including but not limited to changes in residence, citizenship, tax residency, or any material financial changes.

7. Disclosure of Politically Exposed Persons (PEP) Status

I/ We declare that \square I am / \square I am not [We are /	We are not] a Politically Exposed
Person (PEP) as defined under PMLA regulations.	•

- I/ We declare that □ We are / □ We are not a Politically Exposed Person (PEP) as defined under PMLA regulations.
- If I/ We become a PEP or if there are changes to my PEP status, I/We shall immediately notify **Buglerock Capital Private Limited** and provide all necessary information and documentation.

8. Cooperation with Authorities:

I/ We confirm that I/ We will cooperate with the Portfolio Manager and relevant authorities in providing any further information or documentation required under the PMLA regulations or any other applicable laws.

9. Right to Terminate or Restrict Investments:

I/ We understand that **Buglerock Capital Private Limited** reserves the right to terminate or restrict my investment in case of non-compliance with PMLA regulations, or if there is any reasonable suspicion of money laundering or related activities.

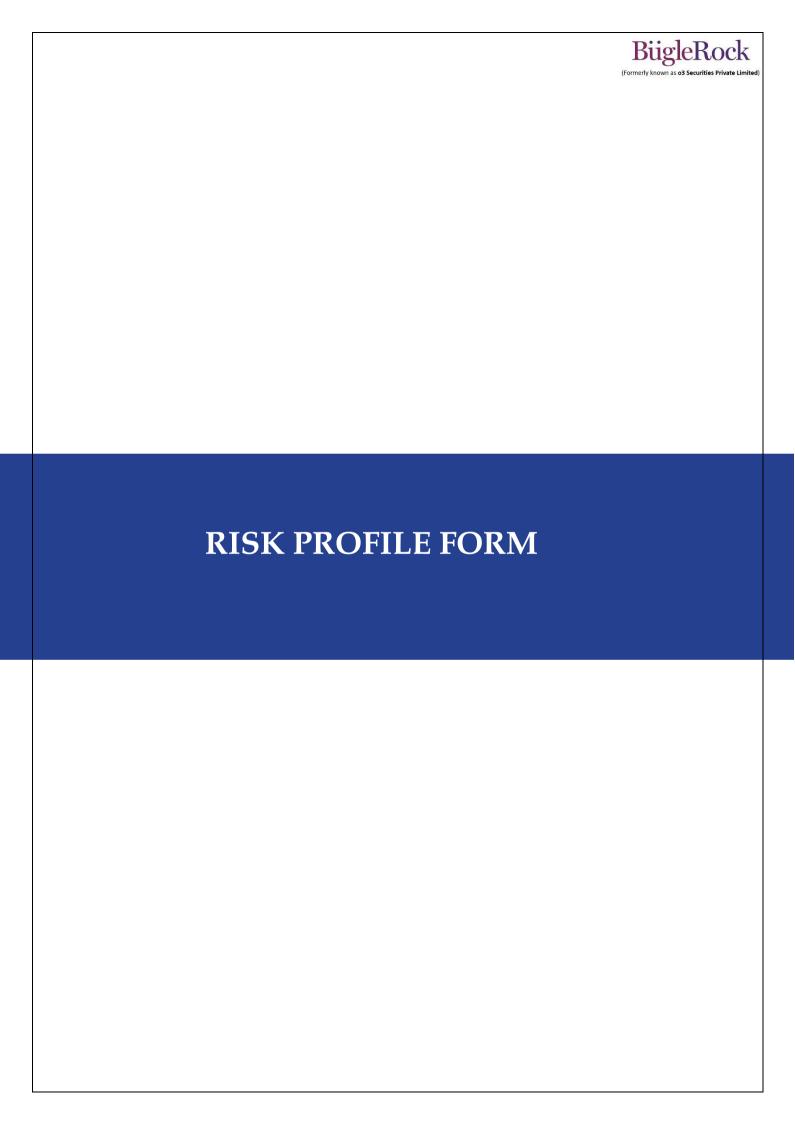
10. **Indemnity:**

I/ We agree to indemnify and hold harmless **Buglerock Capital Private Limited** from any legal or financial liability arising due to any false representation, misstatement, or concealment of information in relation to this declaration.

I, <u>Client Full Name</u> , declare that the information provided above is true and correct to the best of my knowledge and belief. I understand that this declaration is a critical requirement for compliance with PMLA regulations and other applicable laws. Any false representation or omission of information may lead to legal consequences or termination of services.

Applicant	Sole/First Applicant	Second Applicant	Third Applicant
Name			
Signature			

Date:





RISK PROFILE QUESTIONNAIRE & ASSESSMENT

Each investor possesses a distinct risk appetite, which is crucial in evaluating the appropriateness of the investment approach provided by Buglerock Capital Private Limited. To accurately ascertain your risk profile, we request that you respond to the following set of questions. Please ensure that you read each question thoroughly before providing your answers.

Please review and consider these questions carefully, as your responses will significantly influence the assessment of your risk tolerance and the consequent recommendation of investment approach tailored to your financial objectives and risk capacity.

Sr. No.	Questions		
1	What is Age of the First Applicant?*	Score	Your Selection
	· Less than 30 Years	5	
	· 31-40 Years	4	
	· 41-50 Years	3	
	· 51-60 Years	2	
	· >60 Years	1	
2	What is the Gross Annual Income of First Applicant? *	Score	Your Selection
	· <10L	1	
	· <25L	2	
	· <50L	3	
	· <1Cr	4	
	· >1Cr	5	
3	What is Gross Annual Income of Second Applicant?*	Score	Your Selection
	· <10L	1	
	· <25L	2	
	· <50L	3	
	· <1Cr	4	
	· >1Cr	5	
	· NA	0	
4	What is the Gross Annual Income of Third Applicant?*	Score	Your Selection
	· <10L	1	
	· <25L	2	
	· <50L	3	
	· <1Cr	4	
	· >1Cr	5	
	· NA	0	



5	What is your net worth in Last Financial year	Score	Your Selection
	· <25L	1	
	· <50L	2	
	· <1Cr	3	
	· <5Cr	4	
	· 5Cr<	5	
6	What is your Investment Experience? *	Score	Your Selection
	· EQUITY	3	
	· DERIVATIVES	4	
	OTHER INVESTMENT PRODUCTS	5	
	NO PRIOR EXPERIENCE	2	
	· NA	1	
7	What is your number of years' experience in above selected	Score	Your Selection
•	Investment product? *	00010	
	· <1Year	2	
	· 1to 3 Years	3	
	· 3 to 5 Years	4	
	· 5 Years and Above	5	
	· NA	1	
8	What is your Investment Time Horizon?*	Score	Your Selection
	· ShortTerm	1	
	· Medium Term	2	
	· Long Term	3	
9	What is Your Investment Objective?*	Score	Your Selection
	Capital Appreciation	3	
	· Regular Income	1	
	· Both of the above	2	
10	What is your Risk Tolerance?*	Score	Your Selection
	· LOW	1	1001000001
	· MEDIUM	2	
	· HIGH	3	
	· mun	3	



11	How much fall in Portfolio Value are you willing to bear, as a result	Score	Your Selection
	of fall in markets?*		
	· 0-5%	1	
	· 5-10%	2	
	· 10-20%	3	
	· 20-30%	4	
	· Above 30%	5	
12	Portfolio Construction for client *	Score	Your Selection
	· Equity	5	
	· Balanced	4	
	· Debt	3	
	Mutual Fund	2	
	· Others	1	
L	Risk Profile Scores	Min	Max
	Risk Averse	7	11
	Conservative	12	17
	Balanced	18	23
	Growth	24	35
	Aggressive	36	54

Based on the answers to the above questions, the risk profile of the applicant is: -_____

DECLARATION

This document pertains to my/our investment in the Investment Approach offered by Buglerock Capital Private Limited. I/We hereby refer to the risk profile questionnaire completed by us, wherein the aggregated risk score amounted to [Insert Risk Score]. Consequently, I/We have been classified under the [Mention Type Risk Profile] category.

I/We hereby acknowledge and agree that, despite the aggregated risk score and the Risk Profile, the decision to invest in the aforementioned investment approach has been made solely by me/us. This decision has been taken after thoroughly reading and fully understanding all the risk factors outlined in the Agreement.

I/We confirm that this investment aligns with my/our financial needs and objectives. I/We am/are engaging in this service based on my/our professional judgment and personal assessment of the risks associated with the portfolio.

Applicant	Sole/First Applicant	Second Applicant	Third Applicant
Name			
Signature			



PORTFOLIO MANAGEMENT SERVICES ACCOUNT RELATED DETAILS

BUGLEROCK CAPITAL PRIVATE LIMITED (FORMERLY KNOWN AS O3 SECURITIES PRIVATE LIMITED)

PMS Registration No. INP000005430 CIN No-: U67120KA2008PTC047749

Dear Sir / Madam.

I/We wish to avail the Discretionary Portfolio Management Services offered by Buglerock Capital Private Limited (formerly known as o3 Securities Private Limited).

I/We wish to inform you that I/We have read and understood the contents of the Disclosure Document as specified in Fifth Schedule of the Securities and Exchange Board of India (Portfolio Managers) Regulations 2020 and provided to me/us prior to entering into the Portfolio Management Services Agreement. I/We am/are enclosing herewith the documents/agreements as required for registering as a client for availing the Portfolio Management Services.

Investment Approach	Approx Amount in Figure	Client Signature		
		First Holder	Second Holder	Third Holder
□ Core Value Concentrated □ Core Value Regular				
□ Special Situation Portfolio				
□ Growth Opportunities				
□ INCA Investment				
□ Liquid STP				

A. POA Bank Account Details: (For operating PMS Account)

Account Name	Account N	10	
Bank Name		Branch	IFSC Code
Account Type	Savings / Current/ NRE / NRO/ Others (Please specify)		
Bank Account Details:	(Copy of personalized cancelled cheque leaf or bank stateme Number, IFSC Code and bank & branch name.)	nt containing name of the Acco	ount Holder with Account

B. Past Action

Details of any action/proceedings initiated/pending/ taken by SEBI/ Stock exchange/any other authority against the applicant or its partners/promoters/whole time directors/authorized persons in charge during the last 5 years:

C. INVESTMENT DETAILS

Amount Rs.:	
Cheque / DD / RTGS No.:	
Investment Date:	
Account No.:	
Account Type:	
Bank Name & Branch:	
AND/O	OR .
Securities as detailed in Schedule "A" having market value*	
As on Date:	

*Refer to Schedule "A" on page no.25

DECLARATION:

- i. I/We hereby declare that the details furnished in this form are true, correct, and complete to the best of my/our knowledge and belief. I/We undertake to promptly inform Buglerock Capital Private Limited (formerly known as o3 Securities Private Limited) of any changes, modifications, or updates to the information provided above, as soon as they occur. In the event that any of the details or information given above is found to be false, misleading, untrue, or misrepresented, I/We acknowledge and accept full responsibility for the consequences and I/We shall be liable for any losses or actions that may arise as a result.
- ii. I/We undertake to comply with all applicable regulatory requirements, including, but not limited to, the SEBI (Prohibition of Insider Trading) Regulations, 2015, and the Prevention of Money-Laundering Act, 2002, as amended from time to time. I/We further agree to provide any information or disclosures that may be required under these or any other relevant Acts, regulations, or directives issued by regulatory authorities, including but not limited to the Securities and Exchange Board of India (SEBI), the Reserve Bank of India (RBI), or any other relevant authority.



- iii. I/We hereby declare that the amount given or to be given by me/us to the Portfolio Manager for investment on my/our behalf is derived from legitimate sources of income and does not constitute proceeds from illegal activities. The funds provided are not intended, directly or indirectly, to violate or circumvent any laws, regulations, or statutes, including but not limited to the Prevention of Money-Laundering Act, 2002, or any other applicable laws, rules, or regulations. I/We understand and undertake that any non-compliance in this regard could lead to actions by the relevant authorities, including the suspension or termination of my/our investment activities
- iv. I/We hereby request and authorize Buglerock Capital Private Limited to treat the proceeds of any Demand Draft, Banker's Cheque, Third-Party Cheque, or any funds/securities transferred by me/us, as funds originating from me/us, unless explicitly indicated otherwise. I/We agree to fully indemnify and hold harmless Buglerock Capital Private Limited, its directors, officers, employees, and representatives, against any claim, loss, liability, or damage arising from such transactions or from any discrepancies related to the source of funds.
- v. I/We undertake to invest in good faith and not to misuse the services or the relationship with Buglerock Capital Private Limited in any way that could lead to a contravention of any laws, including but not limited to tax evasion, money laundering, or funding of any illicit activities. I/We also declare that there is no agreement or arrangement with any third party that contradicts or limits the ability of Buglerock Capital Private Limited to exercise its discretion in managing the funds
- Vi. I/We hereby acknowledge that I/we have fully understood the investment risks involved in Portfolio Management Services, including the risks of potential losses to capital. I/We undertake to review all periodic reports/statements provided by the Portfolio Manager and notify the Portfolio Manager promptly of any discrepancies or concern. I/We also acknowledge that investment in securities involves risk, and I/we are fully aware of the associated risks.
- vii. I/We undertake to comply with all changes and modifications to applicable laws, rules, regulations, and guidelines that may be introduced from time to time by SEBI, RBI, or any other statutory body. I/We agree to promptly provide any additional documents or information that may be required to comply with such changes.
- viii. I/We declare that the funds being transferred for investment are solely owned by me/us and do not belong to any undisclosed third party. I/We confirm that no third-party interest, whether direct or indirect, exists in the funds provided to Buglerock Capital Private Limited, and that the investment is made for personal purposes or for the purposes of the named account holder(s) alone.
- ix. I/We consent to Buglerock Capital Private Limited utilizing, storing, and processing the information provided for compliance and regulatory purposes, in accordance with applicable data privacy laws. I/We understand that certain information may need to be disclosed to regulatory authorities or law enforcement agencies if mandated under applicable law.
- X. I/We authorize Buglerock Capital Private Limited to carry out necessary due diligence, background verification, or any checks that may be required by law or deemed necessary by the company for verifying the identity of the investor(s) or the source of funds. I/We agree to provide any additional information or documentation promptly as may be required to complete such checks.
- xi. I/We understand that Buglerock Capital Private Limited is obligated to follow the directions issued by regulatory authorities, including SEBI or other statutory bodies. I/We hereby undertake to abide by any investment restrictions or limitations that may be imposed by regulatory authorities in respect of my/our investments.

 $I\!/\!We\ hereby\ confirm\ that\ I\!/\!We\ have\ read,\ understood,\ and\ agree\ to\ the\ declarations\ and\ undertakings\ mentioned\ above.$

Applicant	Sole/First Applicant	Second Applicant	Third Applicant
Name			
Signature			



Declaration from NRI Client (in case applicable):

- 1. I/We confirm that I am/We are of Non-Resident Indian (NRI) Nationality/Origin, holding valid NRI status under the current regulations and guidelines issued by the Government of India or the respective regulatory authorities.
- 2. I/We confirm that the funds for subscription or investment have been duly remitted from abroad through normal banking channels, or are sourced from my/our Non-Resident External (NRE) Account/Non-Resident Ordinary (NRO) Account/Foreign Currency Non-Resident (FCNR) Account held in India.
- 3. I/We acknowledge and ensure that the remittance of funds is in strict compliance with the provisions of the Foreign Exchange Management Act (FEMA) and other applicable laws and regulations governing such remittances for NRIs.
- 4. The funds being used for the purpose of this investment/subscription are legally obtained and are not involved in any activity prohibited under Indian law or international regulations. I/We understand that the investment proceeds shall be used in compliance with the respective portfolio or investment policy.
- 5. I/We understand and agree that any tax liability arising in India due to this investment/subscription, including withholding tax on gains, dividends, or any other tax obligations, will be borne by me/us and settled as per applicable laws in India.
- 6. I/We confirm that I/We are aware of the repatriation guidelines associated with this investment and shall abide by the applicable rules and restrictions, including any limits or holding period requirements as per the regulations in India.
- 7. I/We agree to notify immediately if there is any change in my/our residential status, bank account details, or any other material information that is necessary for the compliance of this investment or subscription.
- 8. I/We confirm that the funds being utilized for this subscription/investment are not sourced from any third-party individual or entity and are entirely my/our own funds.
- 9. I/We acknowledge and understand the risks associated with investments in India as per the investment documents and disclosures provided to me/us.

Applicant	Sole/First Applicant	Second Applicant	Third Applicant
Name			
Signature			



Most Important Terms Conditions (MITC) for the clients of the Portfolio Managers

Name of the Portfolio Manager	Limited)				
SEBI Registration Number	INP000005430				
Contact details of Portfolio Manager	Principal Officer Mr. Rajesh Keswani Contact Details: - +91 Email Id: - rajesh.k@b Compliance Officer Mr. Bharat M Sharda Contact Details: - +91 Email Id: - compliance	ouglerock.asia 022 69251024			
Name of the Client (Details of all the holders)		First Holder			
		Second Holder			
		Third Holder			
Distributor Name					
Service Opted by the Client		Discretionay			
Amount Invested (as on date of signing MITC)					
Date of PMS Agreement	DD	IVI IVI	YYY		
Risk Tolerance of the Client	□ Low	□ Medium	□ High		
Strategy	□ Equity □ Del	bt □ Hybrid			
Investment Approach	□ Core Value □ Special Situations F □ Growth Opportunitie □ INCA □ Liquid STP	es			
Benchmark for the Investment Approach	□ BSE 500 TRI in case □ CRISIL Composite B	e of Equity Strategy Sond Fund Index in case of Debt s	strategy		
Investment tenure/horizon	□ <3 yrs □ 3-5yrs □ > 5 Yrs				

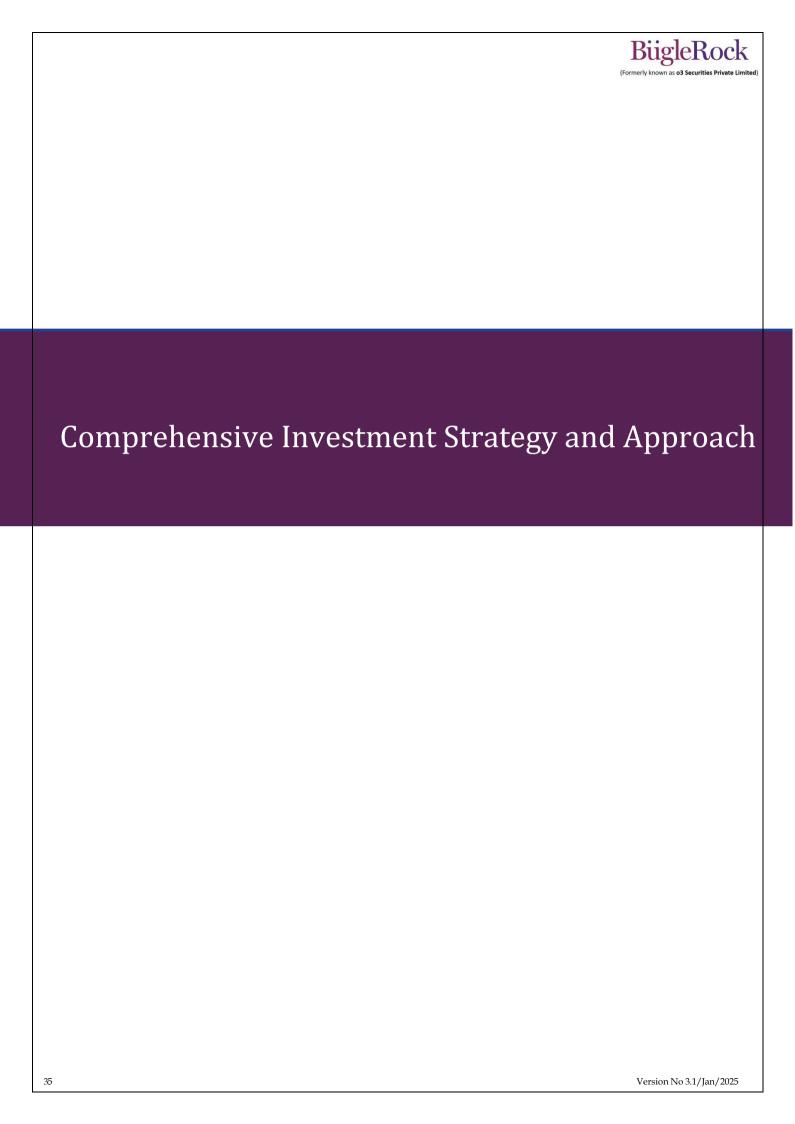


Face 9 Observes in alceling a soit I						
Fees & Charges including exit load, if any levied by the Portfolio Manager						
Details of bank and demat	Bank and Der	mat Account o	letails are as	mentioned in the W	elcome email	
	Dank and Doi	nat / tooo ant c		monached in the W	oloomo omali	
accounts where client's funds						
and						
Tenure of the PMS agreement	The term of t	he Portfolio s	shall be a pe	riod of 5 (five) year	rs from the Eff	ective Date,
	shall be auton	natically rene	wed for every	successive bloc pe	riod of 5 (five) y	ears, unless
	terminated by	the Client of	or Portfolio M	anage in accorda	nce with the	provisions
	of Clause 15	hereof ("T	erm"). This	Agreement shall co	mmence from t	he Effective
	Date.					
Disclosure of interest in	□ Yes	□ No				
various corporate bodies by						
Nominee along with share of each	Name of the					
nominee in PMS, Demat and Bank				Nominee		
accounts	1 St Nomin	ee Name	2nd N	lominee Name	3 rd Nomir	nee Name
% of Share of each Nominee						
Minor	□ Yes	□ No	□Yes	□ No	□ Yes	□ No
Name of Counting in ages the						
Name of Guardian, in case the						
Nominee is a minor						
Name and contact details of	Compliance O		1		•	
Investor Relations Officer	Mr. Bharat M Sharda Contact Details: - +91 022 69251024 Email Id: - compliance@buglerock.asia					
Other important T&Cs						
	1				1	

Date	:

Place:

Applicant	Sole/First Applicant	Second Applicant	Third Applicant
Name			
Signature			





		Core Value Investment Approach
i.	Investment objective	This portfolio is a long-only, multi-cap portfolio of 20-25 stocks, with a focus on high quality companies, purchased at reasonable valuations.
ii	Description of types of securities e.g. equity or debt, listed or unlisted,	Predominantly invests in listed equity securities and for liquidity or pending deployment, the Portfolio Manager may invest in money market instruments, debt mutual fund
iii.	Basis of selection of such types of securities as part of the investment approach	The focus of the investment approach is to invest in companies with: 1. Non-Financial Companies Parameters: 15+ Years of business operations Revenues over INR 5 Bn Consistent ROCE of over 20% Consistent positive Free Cash Flow Good capital allocation history History of good management and corporate governance Market share track record Expected earnings growth higher than the industry Financial Companies Parameters: 25+ Years of business operations Consistent RoA > 1% for Banks & 2% for NBFC Consistent RoE > 15% & NPA < 2% Consistent Cost to Income < 50% for Banks Consistent CASA > 30% for Banks Consistent Debt/Equity < 5 times for NBFC Good capital allocation history History of good management and corporate governance. Market share track record Expected earnings growth higher than the industry.
iv.	Allocation of portfolio across types of securities	Listed equity securities allocation – Up to 100% Money market instruments, debt mutual fund schemes and Liquid ETFs/Savings
V.	Appropriate benchmark to compare performance and basis for choice of benchmark	 The focus of the approach is to invest in companies with: a. A long track record of at least 15 years. b. Consistency in high ROCE and generating free cash flow. c. Competitive advantage in its field of business d. Increasing market share along with visibility of growth e. A management with decent track record of corporate governance Reasonable price A maximum of 25% of the equity portfolio would be invested in stocks of companies that do not meet the above criteria. However, we shall take adequate care to see that even these exceptions are strong competitive companies with the requisite track record. Passive breaches to this 25% limit (that may be caused by capital appreciation) would be periodically reviewed and rectified whenever necessary. This restriction of 25% in exceptions does not apply to clients who impose investment restrictions on the portfolio manager. We attempt to buy stocks when they are available at a reasonable price. We believe that a stock with these characteristics is available at a reasonable price only when it is not very popular (and this is reflected in the stock's valuation vis-à- vis its historical average valuation, or in relation to its potential for earnings growth). After buying them at such times, we wait for the popularity around the stock to increase (leading to an increase in stock price). When, in our opinion, the valuation has reached unsustainable levels, we would sell the stock. There is no specific time horizon that one can predict as to when an unpopular stock would turn popular. The client may have to wait, sometimes for over a year or longer, for the approach to fructify.
vi.	Indicative tenure or investment horizon Risks associated with	Typically, investments with a medium to long term time horizon of 3-5 years. In choosing to invest in this approach, the client accepts the fact that there are times
	the investment approach	when this portfolio's performance would trail that of the benchmark index, and there are
viii.	Other salient features, if any.	N. A.



Special Situations Portfolio Investment Approach

i.	Investment objective	The focus of this approach is to invest in small and mid-size companies that have high potential but are available below their intrinsic value.
ii	Description of types of securities e.g. equity or debt, listed or unlisted,	Predominantly invests in listed equity securities and for liquidity or pending deployment, the Portfolio Manager may invest in money market instruments, debt mutual fund schemes and
iii.	Basis of selection of such types of securities as part of the investment approach	Companies will be chosen from the mid and small cap space having significant focus on their niche business segment, a strong competitive position, unique business model, competent management and visible traction in the business over next few
iv.	Allocation of portfolio across types of securities	 Listed equity securities allocation – Up to 100% Money market instruments, Debt mutual fund schemes and Liquid ETFs / Savings
V.	Appropriate benchmark to compare performance and basis for choice of benchmark	The investment will be in companies which fall in any of the below mentioned three situations: - The first set of companies will be one where we are observing improving prospects going forward, resulting in a visible change in operating parameters.
Vi.	Indicative tenure or	The improving prospects can be because of Change in the outlook for the industry, Impact of change in regulations, Corporate restructuring or change in the management, Increased demand for the products of the industry, Company having won new business or customers, Geographical expansion Reduction in debt New capacity addition for the company, etc. Improvement in the business prospects is expected to result in a sizable increase in revenue and profits, and the cash the company is expected to generate, an improvement in the quality of the balance sheet and increase in the scale of the business. It is expected that the impact of these changes will be visible in the next few quarters in the financials of the company. The second set of companies will be chosen where the inherent value of the assets is far higher than the market capitalization of the company. Typically, investments with a medium to long term time horizon of 4-5 years.
vii.	investment horizon Risks associated with the investment approach	External factors can prevent the management from benefitting from the tailwinds. Low volumes getting traded in the stocks Possibility of a longer time to fructify
		The selected portfolio is subject to market risks. There are no assurances or guarantees that the objectives will be achieved. In choosing to invest in this approach, the client accepts the fact that there are times when this portfolio's performance would trail that
viii.	Other salient features, if any.	N. A



	Grov	vth Opportunities Portfolio Investment Approach
i.	Investment objective	The Growth Opportunities Portfolio is a top-down, theme-based investment approach that seeks to benefit from investing in the "quality companies" in the sectors selected based on the investment themes that we believe will play out in India over the next several years.
ii	Description of types of securities e.g. equity or debt, listed or unlisted, convertible instruments, etc.	Predominantly invests in listed equity securities and for liquidity or pending deployment, the Portfolio Manager may invest in money market instruments, debt mutual fund schemes and Liquid ETFs/Savings Bank Account.
iii.	Basis of selection of such types of securities as part of the investment approach	Companies will be chosen on the defined parameters with a focus on their market share, earnings growth, and valuation.
iv.	Allocation of portfolio across types of securities	 Listed equity securities allocation – Up to 100% Money market instruments, debt mutual fund schemes and Liquid ETFs/ Savings Bank Account – Up to 100%
V.	Appropriate benchmark to compare performance and basis for choice of benchmark	 First identifying investment themes, both for the medium term (3-5 years), and the long term (at least a decade) Then identifying the industry sectors that would benefit from the fructification of these themes. Based on the above, the portfolio has companies from any or all the following categories: A Clear Market Leader with a dominant market position and expected to remain competitive in the foreseeable future. A Strong Contender is defined as the company apart from number one, that has grown faster and/or is expected to grow faster in earnings compared to peer set over the next 2 years. A Dark Horse is a company, other than a market leader, which is capable of disproportionately benefiting from the way the industry is shaping up. Medium term investment themes – Themes/Sectors that in our opinion would benefit in terms of revenue and profit growth over the next three to five years. Long term investment themes - Themes/ Sectors that in our opinion would benefit in terms of revenue and profit growth over the next decade. Benchmark: - BSE 500 TRI Justification for benchmark selection The Portfolio Manager under this approach invests across all market cap companies.
vi.	Indicative tenure or investment horizon	Typically, investments with a medium to long term time horizon of 3-5 years.
vii.	Risks associated with the investment approach	The selected portfolio is subject to market risks. There are no assurances or guarantees that the objectives will be achieved. In choosing to invest in this approach, the client accepts the fact that there are times when this portfolio's performance would trail that of
viii.	Other salient features, if any.	N. A



		INCA Portfolio Investment Approach
i.	Investment objective	The INCA portfolio is an unbiased factor-based investment approach. The objective is to keep portfolio manager bias out of portfolio management and seek alpha over benchmark.
ii	Description of types of securities e.g. equity or debt, listed or unlisted, convertible instruments, etc.	Predominantly invests in listed equity securities and for liquidity or pending deployment, the Portfolio Manager may invest in money market instruments, debt mutual fund schemes and Liquid ETFs/Savings Bank Account.
iii.	Basis of selection of such types of securities as part of the investment approac h	Companies will be chosen on the basis of the proprietary model.
iv.	Allocation of portfolio across types of securities	 Listed equity securities allocation – Up to 100% Money market instruments, Debt mutual fund schemes and Liquid ETFs / Savings Bank Account – Up to 100%
V.	Appropriate benchmark to compare performance and basis for choice of benchmark	Who should invest and why: Diversification from active and passive investment strategies Factor-based investing approach Investment universe of BSE 500 companies Investment period of 3 – 5 years Supportive back testing results Portfolio Features: Fortfolio reviewed every year to capture the inclusions / exclusions in the proprietary model. Portfolio monitored on an ongoing basis to check if any ad-hoc changes are required in case of exceptional situations like de-listing. Specific window of investment every year. All investments including top-ups invested over 5 trading days. Benchmark: - BSE 500 TRI Justification for benchmark selection The Portfolio Manager under this approach invests across all market cap companies.
vi.	Indicative tenure or investment horizon	Typically, investments with a medium to long term time horizon of 3 - 5 years.
vii.	Risks associated with the investment approach	 The model is based on historical evidence and there can be an unconsidered event in future that may alter the potential performance. Exposure to a single sector can be high - no capping on minimum or maximum weightages.
viii.	Other salient features, if any.	N. A



Liquid STP Investment

i.	Investment objective	The objective is to invest the client's capital	in liquid fund / liquid bees or overnight	
ii	Description of types of securities e.g. equity or debt, listed or	funds. Under Liquid STP, client funds would primaliquid bees / overnight funds and some part account.		
	unlisted,	account.		
iii.	Basis of selection of such types of securities as part of the investment approach	The Liquid STP investment approach is bas funds / overnight funds / liquid bees or simply as any of the investment approaches of the po	bank balance till the funds are invested in	
iv.	Allocation of portfolio across types		Allocation in portfolio	
	of securities	Liquid funds / Liquid Bees / Overnight funds / Bank balance	100%	
V.	Appropriate benchmark to compare performance and basis for choice of benchmark	in the form on an immediate basis and the backling to the liquid fund/ Liquid bees / Overnight fund. In a minimum of 5 installments of Rs. 1,00,000	ment. made on 1st / 15th of every month / itch will be made on subsequent business int / funds in the designated bank ees Twenty-Five Lakhs) of the total approach of the portfolio manager specified balance amount will be used for purchase of case an existing client opts for the STP then by- each would be applicable. I month after the first / immediate transfer. It approach will be made on 1st / 15th of a switch will be made on subsequent more or less than the 20% / 10% und / Liquid bees / Overnight fund / custody	
		Index	Fund	
		Justification for benchmark selection		
vi.	Indicative tenure or investment horizon	Less than 1 year (Short-term with an objecti		
vii.	Risks associated with the investment approach	Given that the portfolio invests in to liquid / money market mutual funds and fixed income securities, all risks applicable to such products will be applicable. Few of them are as follows: a) Liquid / money market funds invest into fixed income securities and hence wibe subject to interest rate risk, credit risk, liquidity risk, reinvestment risk and other risks. b) Fixed Income securities will be subject to interest rate risk, credit risk, liquidity risk, reinvestment risk and other risks. c) Though the portfolio comprises of short-term investments, liquidity patterns and short- term interest rates change, sometimes on daily basis could result in interim mark to market losses as well.		
viii.	Other salient features, if any.	N. A		



Date:

Systematic Transfer Form

PMS Account Details	3								
Investor Name									
First Applicant Name	9								
Second Applicant Na	ame								
Third Applicant Nam	е								
Systematic Transfer Plan			uid to	New / Existir	ng Equity Strate	gy			
Liquid investment approach - PMS	Swit	ich To Equity estment Approach		Total Investment Amount	STP frequency	STP St	art	Date	% Switch in Each STP
					□ Monthly □ Fortnightly			□ 15th □ 15th	20% monthly of Capital* 10% fortnightly of Capital*
					□ Monthly □ Fortnightly			□ 15 th □ 15th	20% monthly of Capital* 10% fortnightly of Capital*

 * Switch from Liquid Bees will be made on 1st / 15th of every month / fortnight. If 1st / 15th is a holiday, then a switch will be made on subsequent business day.

Kindly note the below points for STP Cum Switch:

- On receipt the total investment amount / funds in the designated bank account, minimum of Rs.25,00,000 (Rupees Twenty Five Lakhs) of the total investment amount will be transferred to the Equity investment approach specified in the attached STP form on an Immediate basis and the balance amount will be used for purchase of liquid bees. In case an existing client opts for the STP then a minimum of 5 instalments of Rs. 1,00,000/- each would be applicable.
- The second STP will start in the following month after the first/immediate transfer (For instance: If funds are transferred on 1st April, the next transfer will either be initiated on 1st or 15th May based on the preferred date mentioned in the STP form)
- Monthly / fortnightly switch from liquid bees will be made on 1st / 15th of every month. If 1st /15th is a holiday, then Switch will be made on subsequent business day.
- The 5th STP amount can be more or less than the 20% considering accumulated returns in Liquid Bees / custody & other expenses.
- Cancellation/Modification during the STP period is not permitted. During the course of the STP the client cannot instruct to transfer the partial amount to equity investment approach however the client is free to transfer the entire amount to the equity investment approach.
- In case of additional capital, we will require a new STP form from the client and the same process as above needs to be followed
- Funding can be initiated only after the account is setup



We have provided below the Illustration on functionality of the STP Module:

ILLUSTRATION ON FUNCTIONALITY OF STP MODULE

1) Investors switch process will be defined based on the selection: a) Monthly: 20% of the capital, b) Fortnightly: 10% of the capital 2) Application received before the last business day of the monthly would be considered for deployment on 1st or 15th of the subsequent month 3) Period: 5 Months Illustration given as below

Day	Day to	Typical Deployment Day	Deployment in Chosen Equity	Balance Deployment in Liquid
1	30	on 1st or 15th of the	20	80
31	60	on 1st or 15th of e	40	60
61	90	on 1st or 15th of the	60	40
91	120	on 1st or 15th of the	80	20
12	150	on 1st or 15th of the	Balance	0%

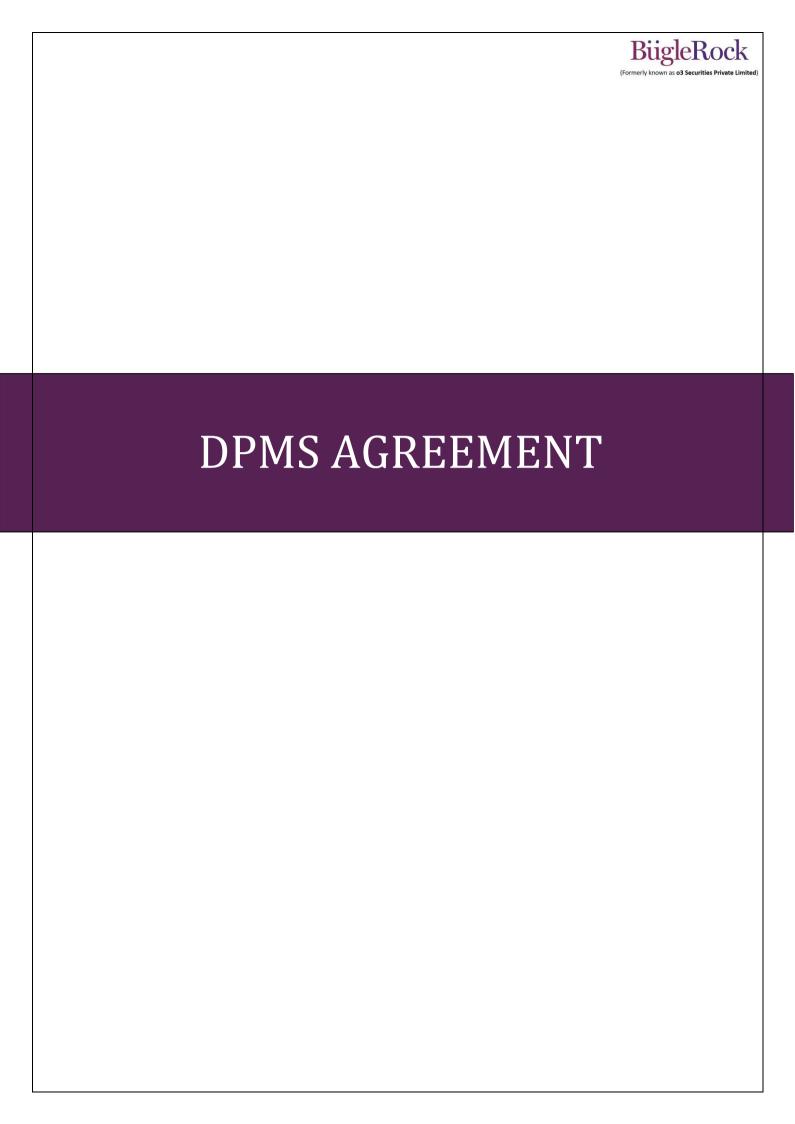
Declaration & Signature:

- I/We understand that pursuant to this request the Portfolio Manager shall now manage the assets i.e., funds and /or securities managed under the liquid STP investment approach and shall transfer funds and/or securities to the new Equity Strategy specified above on a periodic basis.
- I/We further understand that the Portfolio Manager may at its discretion transfer the assets in the same form (funds and / or securities) as invested under the liquid STP investment strategy or may liquidate any/all securities managed under the liquid STP investment strategy and thereafter the funds and / or securities standing to my/our credit (net of all expenses) may be invested as per the Equity investment approach specified above.
- I/We further understand that due to fluctuations in the prices of securities/ transfer of marketable lot of the securities, the resultant value of the securities transferred may not be exactly equal to the amount requested hereinabove. I/We agree to hold o3 Securities Private Limited and its employees harmless and not liable and agree that I/We shall raise no claims for any loss that is suffered due to delay in deployment or transfer of funds/ securities
- If the transaction(s) are delayed / not processed due to any reason on the STP due date, no back dated impact will be given in any circumstances whatsoever.
 - (I/We understand the investment objectives under the liquid STP investment approach and the Equity investment approach to which funds and/or securities will be subsequently transferred and have read and understood the

Disclosure Document.

- I/We understand that the Portfolio Investment Management Agreement and Supplemental Agreement (if any) entered into between me/us and BugleRock Capital Private Limited (formerly known as o3 Securities Private Limited) f shall continue to remain in force and be applicable to my/our investment in liquid STP investment approach as well as the Equity investment approach specified above. Further, I/We confirm that I/We have read and understood the schedule of fee and that the fees applicable for the Equity investment approach shall be applicable to me after the change in the investment approach.
- In case of a partial re-balancing to the Equity investment approach specified above, I/We agree and confirm that the fees and charges charged by the Portfolio Manager for providing me / us the Portfolio Management Services with respect to the other Investment Strategies availed by me as per the PMS fee schedule(s) signed by me/us from time to time shall continue to remain applicable.
- I/ We understand that upon redemption request, the portfolio will be liquidated, and proceeds will be paid as per redemption payout timelines, irrespective of exposure to equity/liquid funds.

Applicant	Sole/First Applicant	Second Applicant	Third Applicant
Name			
Signature			





[DISCRETIONARY PORTFOLIO MANAGEMENT SERVICES AGREEMENT]

This Discretio	nary Portfolio Mana	gement Services Agreement (hereinafter	referred to as "this Agreement") made and entered into on this
day of	, Year	("Effective Date") at	, by and between the
otherwise rec	nuires he deemed to		rred to as "the Client" which expression shall unless the context istrator, and executors) of the ONE PART;
other wise rec	quires, se decined to	ΔND	istation, and executors) of the GNZ FIRET,

BUGLEROCK CAPITAL PRIVATE LIMITED (FORMERLY KNOWN AS O3 SECURITIES PRIVATE LIMITED), a company incorporated under the provisions of the Companies Act, 2013 and having its Registered Office at Prestige Takt, 1st Floor 23, Kasturba Road Cross, Bangalore – 560001, Karnataka, India (hereinafter referred to as "**Portfolio Manager**" which expression shall, unless the context otherwise requires, be deemed to include its successors and assigns) of the **OTHER PART**.

WHEREAS:

- A. The Portfolio Manager holds a valid certificate of registration under the Securities and Exchange Board of India (Portfolio Managers) Regulations, 2020, to carry on the business of portfolio management services vide registration no. [INP000005430].
- B. The Portfolio Manager is, inter alia, engaged in investing funds of its clients in Securities and providing portfolio management services to its clients. The Client is desirous of appointing the Portfolio Manager for managing the investment of his/its funds on a discretionary basis and to avail the portfolio management services provided by the Portfolio Manager in the manner more particularly set out herein and under the SEBI Regulations.
- C. The Client represents that it has necessary expertise, manpower and infrastructure for and in respect of identifying investment opportunities and evaluating performance of such investments.
- D. The Client, for its operational convenience desires to appoint and retain the Portfolio Manager as its agent to serve as investment manager for those assets so designated by the Client from time to time, in accordance with the terms and conditions hereinafter set forth on discretionary basis, and the Portfolio Manager is willing to accept such appointment and retention in accordance with such terms and conditions laid down in this Agreement.
- E. The Portfolio Manager has made available to the Client a copy of the "Disclosure Document" (as defined herein below) and the Client having read and understood the contents of the Disclosure Document, has agreed to avail the services of the Portfolio Manager in accordance with the terms and conditions set out in this Agreement.

In this Agreement, unless the context otherwise requires, the Portfolio Manager and the Client shall hereinafter be jointly referred to as the "Parties", and severally as a "Party".

NOW, THEREFORE, in consideration of the mutual agreements set forth herein, the Parties agree as follows:

1. DEFINITIONS

For the purpose of this Agreement the following terms shall have the following meanings:

- .1 "Accredited Investors" shall have the meaning prescribed under the SEBI Regulations.
- **1.2** "Agreement" means this Discretionary Portfolio Management Services Agreement, as amended, modified, supplemented or restated from time to time together with all annexures, schedules and exhibits, if any.
- **1.3 "Applicable Laws"** means any applicable Indian statute, law, ordinance, regulation including the SEBI Regulations, rule, order, bye-law, administrative interpretation, writ, injunction, directive, judgment or decree or other instrument which has a force of law in India, as is in force from time to time.
- **1.4** "Application Form" means the application form filled and submitted by the Client to the Portfolio Manager to place its funds / securities with the Portfolio Manager for the purpose of availing discretionary portfolio management services and which shall be deemed to form an integral part of this Agreement.
- "Business Day" means any day other than a day declared as a public holiday under the Negotiable Instruments Act, 1881, a Saturday or a Sunday, a day on which banks or stock exchanges are closed and any other day on which normal business cannot be transacted due to storms, floods, bandhs, strikes or such other events as the Portfolio Manager may specify from time to time. The Portfolio Manager reserves the right to amend the definition of "Business Day".
- "Capital Contribution" means the sum of money or Securities or combination thereof, contributed by the Client simultaneously upon execution of this Agreement or any time thereafter, subject to a minimum contribution of INR 50,00,000 (Indian Rupees Fifty Lakhs) or such other higher amount as may be specified by the Portfolio Manager in compliance with Applicable Laws, which is set forth in Schedule I of this Agreement. Accredited Investors and Large Value Accredited Investors shall be required to make a minimum Capital Contribution in accordance with the Applicable Laws.
- **1.7 "Custodian"** means one or more custodians appointed by the Portfolio Manager, from time to time, for maintaining custody of funds and/or Securities of the Client.



- **1.8 "Depository Account"** means one or more account, or accounts opened, maintained and operated by the Portfolio Manager or the Custodian in the name of the Client or the Portfolio Manager/Custodian with any depository or depository participant registered under the SEBI (Depositories and Participants) Regulations 2018.
- **1.9** "Disclosure Document" means the disclosure document filed by the Portfolio Manager with SEBI and made available on the website of the Portfolio Manager and as may be amended by the Portfolio Manager from time to time.
- **1.10 "Distributor"** means a Person empaneled by the Portfolio Manager which refers clients to the Portfolio Manager in lieu of commission/charges.
- **1.11 "Eligible Investors"** means individuals, company, body corporate, partnership firm, association of persons, limited liability partnership, trust, hindu undivided family and such other persons as may be deemed by the Portfolio Manager, to be eligible to avail of the services of the Portfolio Manager from time to time under the PMS.
- **1.12** "Exit Load" means the fee as prescribed in Annexure "A" hereto, payable in accordance with Clause 17.3 hereunder.
- **1.13 "Fair Market Value"** means the valuation of unlisted Securities determined by an agency appointed by the Portfolio Manager, which may include a reputable chartered accountant or other consultants.
- **1.14** "Instructions" shall have the meaning prescribed under Clause 2.1 of this Agreement.
- **1.15** "Interim Disbursement" shall have the meaning prescribed under Clause 17.6.1 of this Agreement.
- **1.16** "Investment Transactions" shall mean and include acts of investment, re-investment, redemption, transfer, disposal, liquidation and / or in any other like manner dealing with the Client Portfolio.
- 1.17 "Large Value Accredited Investors" shall have the meaning prescribed under the SEBI Regulations.
- 1.18 "Management Fee" means the fees payable to the Portfolio Manager in accordance with Annexure "A".
- **1.19** "Net Realized Value" means the net value realized of the Securities held in the Client Portfolio pursuant to any sale, transfer, redemption, buyback or other mode of realization which, as the case may be, inclusive of returns, entitlements, dividend, interest, premium, discounts, bonus, if any, net of all taxes deducted at source by the Portfolio Entity/ies or otherwise.
- 1.20 "Non-Resident Indian" or "NRI" means an individual resident outside of India who is a citizen of India as per the Applicable Laws.
- **1.21 "Overseas Citizen of India"** or **"OCI"** means an individual resident outside India who is registered as an Overseas Citizen of India cardholder under Section 7(A) of the Citizenship Act, 1955.
- **1.22 "Person"** means and includes any individual, partnership, limited liability partnership, corporation, company, body corporate, unincorporated organization or association, trust or other entity whether incorporated or otherwise.
- **1.23 "Performance Fee"** means the performance-linked fee payable to the Portfolio Manager in accordance with Annexure "A" hereto.
- **1.24 "Portfolio"** or **"Client Portfolio"** shall mean the total holding of Securities and goods belonging to the Client in accordance with this Agreement.
- "Portfolio Commencement Date" means the date when each of the payment of the Capital Contribution shall be made to the Portfolio Manager. For avoidance of doubt, where the Capital Contribution is received prior to account being opened, initial Portfolio Commencement Date shall be the date on which the demat account of the Client is opened and formal client onboarding process is completed by the Portfolio Manager.
- **1.26 "Portfolio Entity"** means companies, enterprises, bodies corporate, or any other entities in the Securities of which the monies from the Client Portfolio are invested subject to Applicable Laws.
- **1.27 "Portfolio Investments"** means investments in Securities of one or more Portfolio Entity/ies made by the Portfolio Manager on behalf of the Client under the PMS from time to time.
- **1.28 "PMS"** shall mean the discretionary management services provided by the Portfolio Manager to the Client in accordance with the terms **and conditions set out in this Agreement, Disclosure Document and subject to Applicable Laws. "Securities"** for the purpose of this Agreement shall mean and include unlisted securities or securities listed or traded on a recognized stock exchange, money market instruments, units of mutual funds, bonds, debentures, or other securities as specified by SEBI from time to time and permissible under the SEBI Regulations.
- **1.29** "SEBI" shall mean the Securities and Exchange Board of India established under sub-section (1) of Section 3 of the Securities and Exchange Board of India Act, 1992.
- **1.30 "SEBI Regulations"** shall mean the Securities and Exchange Board of India (Portfolio Managers) Regulations, 2020 as amended and modified from time to time and including any circulars/notifications issued pursuant thereto.
- **1.31** "**Term**" shall mean the term of this Agreement as provided in Clause 12 hereunder.

Capitalized terms used herein, which are not otherwise defined in this Agreement but defined under Applicable Law/s shall have the same meanings respectively assigned to them in such Applicable Law/s.

In this Agreement, unless the context otherwise requires:



- a. Words in the singular shall include words in the plural and vice versa.
- b. References to a person shall include such person's successors and permitted assignees or transferees.
- c. The Schedules attached hereto are incorporated in and are intended to be a part of this Agreement, provided that in the event of a conflict between the terms of any Schedule and the terms of the body of this Agreement, the terms of the body of this Agreement shall take precedence.
- d. The words 'including', 'include' and 'in particular' shall be construed as being by way of illustration only and shall not be construed as limiting the generality of the preceding words.
- e. The terms 'hereof', 'hereto' and derivative or similar words refer to this entire Agreement or specified Clauses of this Agreement, as the context may require.
- f. Words importing a particular gender include all genders and word denoting company include body corporate, corporations and trusts and vice-versa.
- g. The headings and sub-headings to this Agreement are inserted only for reference to the provisions hereof and shall not affect the construction of such provisions; a reference to a thing includes a part of that thing.
- h. Where the day by which anything is to be done is not a Business Day, that thing must be done by the Business Day following immediately thereafter; and
- i. References in this Agreement to statutory provisions shall be construed as references to those provisions as modified, consolidated or re- enacted from time to time (whether before or after the date of this Agreement) and to any subordinate or delegated legislation made under such provisions and shall include references to any repealed statutory provision which has been so reenacted (whether with or without modification).
- j. A reference to writing includes any means of reproducing words in a tangible and permanently visible form.
- k. Reference to 'consent' or 'approval' shall mean prior written consent /approval.
- l. Any reference to 'mutual agreement' shall mean any mutual agreement between the Parties in writing.
- m. Words and expressions used herein and not defined in this Agreement but defined in the Companies Act, 2013, the SEBI Act, 1992, Securities Contracts (Regulations) Act, 1956 or the Depositories Act, 1996 and/ or rules and regulations issued therein, shall have the same meaning respectively assigned to them in the aforesaid statutes.

2. APPOINTMENT OF THE PORTFOLIO MANAGER

- 2.1 The Client hereby appoints Buglerock Capital Private Limited ("Portfolio Manager") to act as the Portfolio Manager and to provide discretionary portfolio management services on behalf of the Client, as per the terms, conditions, and investment guidelines stipulated in this Agreement and the accompanying Disclosure Document. The Portfolio Manager hereby acknowledges and accepts such appointment, and agrees to undertake, manage, and administer the Client's investments in accordance with the rights, responsibilities, duties, and obligations set forth in this Agreement, as well as applicable regulatory requirements.
- 2.2 The Portfolio Manager shall have full discretion, subject to the Client's investment objectives and risk profile, to invest, manage, and operate the Client's portfolio, which may include buying, selling, retaining, or otherwise dealing in securities and financial instruments in line with the guidelines provided. The Portfolio Manager undertakes to manage the portfolio in a manner that aims to maximize the returns on investments, within the constraints of the agreed-upon investment strategy, and ensure that such activities are conducted with due diligence and in the best interest of the Client.
- 2.3 The Client, by executing this Agreement, confirms that they have read, understood, and accepted the contents of the Disclosure Document, which forms an integral part of this Agreement. The Client also acknowledges that the Portfolio Manager shall act in accordance with the SEBI (Portfolio Managers) Regulations, 2020, and any subsequent amendments thereto, and shall adhere to the ethical, regulatory, and fiduciary obligations owed to the Client as per these regulations.

3. SCOPE

The Portfolio Manager shall be responsible for managing the Client's Portfolio in alignment with the investment objectives, investment approach, and investment restrictions as specified in this Agreement. The Portfolio Manager will manage the Portfolio in strict adherence to all Applicable Laws and regulatory requirements governing portfolio Within the bounds of the stated investment objectives, approach, and restrictions, the Portfolio Manager is granted complete and unrestricted discretion to act on behalf of the Client. Such discretion includes, without the necessity of prior reference, intimation, or consultation with the Client, the ability to undertake a variety of actions, including but not limited to:

- **3.1 Investment Decisions**: The Portfolio Manager may buy, sell, retain, redeem, or exchange any securities or other investments that form part of the Client Portfolio. Such decisions will be made in line with the stated investment strategy and prevailing market conditions.
- 3.2 Corporate Actions: The Portfolio Manager may subscribe to corporate actions such as rights issues, public offerings, buybacks, and other corporate transactions involving the Portfolio's investments, as deemed appropriate to achieve the objectives of the



Client's Portfolio.

- **3.3 Market Transactions**: The Portfolio Manager has the authority to effect transactions across all available and permitted markets, whether domestic or international, as required to fulfill the investment strategy, and to leverage the opportunities presented by the financial markets.
- **3.4 Operational and Day-to-Day Decisions**: The Portfolio Manager may take day-to-day operational decisions with respect to managing the Portfolio, including the allocation and reallocation of investments, placing deposits, and utilizing available cash balances, ensuring efficient management of the Client's assets.
- **3.5 Ancillary Actions**: The Portfolio Manager shall be entitled to take such steps as may be necessary, incidental, ancillary, or conducive to the fulfillment of the objectives of this Agreement, which includes actions that are required to enhance the effective management and performance of the Portfolio.

It is expressly clarified that the Portfolio Manager does not guarantee or assure any specific return on the Portfolio, nor does it provide protection for the capital contributed by the Client. Any gains or losses resulting from the management of the Portfolio shall be solely attributable to market conditions and investment strategies, and the Client acknowledges the inherent risks involved.

3.6 Fiduciary Responsibility

The Portfolio Manager shall act in a fiduciary capacity towards the Client, ensuring that all actions are undertaken in good faith, with due diligence, and in the best interests of the Client. In providing portfolio management services under this Agreement, the Portfolio Manager shall act as an agent and trustee of the Client, thereby ensuring that the Client's interests are always paramount. The Portfolio Manager shall exercise reasonable care, skill, and caution to achieve the investment objectives, in accordance with best practices and regulatory requirements.

3.7 The Portfolio Manager further acknowledges its duty to be transparent in its actions and decisions, including disclosing any conflicts of interest and ensuring compliance with applicable standards of fair dealing, thereby upholding the Client's trust and confidence in the management of the Portfolio.

4. CLIENT PARTICIPATION

4.1 The Client represents that it is eligible to enter into this Agreement and has the full legal right, power, authority and capacity to execute, deliver and fully perform this Agreement. The Client may cause its duly constituted attorney to represent the Client under this Agreement. Subject to the terms and conditions of this Agreement, the Client's Capital Contribution as mentioned in Schedule I of this Agreement, to be invested through the Portfolio Manager, shall be provided by the Client simultaneously with execution of this Agreement. The Client may make further placement/s of funds in the form of additional Capital Contribution on one or more occasion(s) during the Term. Such amounts shall be governed by the terms and conditions of this Agreement

The permissible costs/fees/expenses would be paid from Capital Contributions, post which the Portfolio Manager will invest the funds in terms of this Agreement.

- **4.2** The Client shall have executed a valid, irrevocable power of attorney (in the form prescribed under Annexure "G" of this Agreement) in favor of the Portfolio Manager and/or its authorized representatives to enable the Portfolio Manager to provide portfolio management services on a discretionary basis under this Agreement.
- **4.3** The Client warrants that he/she has not been prohibited by SEBI, Reserve Bank of India (RBI) or any other regulatory authority or judicial body in India or abroad from investing in Securities. Further, the Client warrants that no investigation or similar proceedings are pending in relation to the Client's existing investments in Securities, if any.
- **4.4** management activities.
- 4.5 The Client hereby unconditionally and irrevocably undertakes to promptly and regularly pay, as per the Applicable Laws, all taxes payable in connection with the Portfolio including without limitation income tax, if any, on the income arising from the Portfolio whether by way of interest, dividend, short term and long term capital gains, stamp duty (where applicable) or otherwise howsoever and file, within the prescribed time frames all tax returns, statements, applications and other documents in that regard. The Client may, at its own cost and consequences, obtain advice from tax consultants. The Portfolio Manager shall not be liable for any tax liability/claim arising out of this Agreement.
- 4.6 The Portfolio Manager shall deal exclusively with the Client and shall under no circumstances recognise or take cognizance of any privity of contract between the Client and any other person or entity in respect of this Agreement, except in the case of duly constituted attorneys and/or authorised agents who will be recognised strictly for the purpose of representation of the Client under this Agreement in accordance with the rights granted to such attorney.
- 4.7 The Portfolio Manager hereby discloses to the Client that the Portfolio Manager may manage monies of other clients under the PMS for the purpose of investment in the Securities and for this purpose the Portfolio Manager shall enter into separate agreements with each of its clients under the PMS. In such a case, to the extent permissible by the Applicable Laws and for the purpose of economies of scale, the Portfolio Manager may aggregate purchases or sales of Securities. This Agreement and the pursuant relationship of Portfolio Manager with the Client is exclusive and does not create any interest whatsoever between the clients inter-se or between the clients as a group and the Portfolio Manager.



- 4.8 The Portfolio Manager shall, through the Custodian or in any other manner as permissible under the Applicable Laws, hold Securities in the name of the Client or in such other manner as may be permitted under Applicable Laws from time to time. Subject to Applicable Laws, in the event of aggregation of purchase or sales carried out for the purpose of economies of scale, inter se allocation between the Client and other clients of the Portfolio Manager shall be done by the Portfolio Manager on a pro-rata basis and at the weighted average price of the day's transactions. The Portfolio Manager shall complete the allocation process on the same day on which sales and / or purchases are affected or as prescribed under the Applicable Laws.
- 4.9 In the event of (i) any change in the constitution or identity or name or official status or restructuring of the Client, (ii) any material change in the control and management of the Client during the currency of this Agreement; or (iii) any change in the information submitted by the Client to the Portfolio Manager including any information provided in the Application Form, it shall be the duty of the Client to keep the Portfolio Manager duly informed of such change. The Portfolio Manager may seek advice or appropriate directions, where required, from competent authorities under Applicable Law with regard to the continuation of this Agreement and any other agreement(s) entered into with the Client which may be affected by such a change and in such an event the Portfolio Manager will be entitled to terminate this Agreement if it so deems fit. In addition to the above and more particularly where the Client is a partnership firm, body corporate or a trust, the Client shall advise in writing of any change that may take place in the partnership firm/body corporate/trust, and all the present partners/officers/directors/trustees will be liable for any obligations which may be standing in the name of the firm/trust on the date of the receipt of such notice by the Portfolio Manager and until all such obligations have been fulfilled.
- 4.10 The Client (jointly and severally, in case of joint ownership) hereby confirms that he/she/it has read and understood the terms of this Agreement and is availing of the services of the Portfolio Manager after understanding the general risk factors and the specific risk factors and after being satisfied as to the terms and conditions of this Agreement and agrees to be bound by the same. The Client has such knowledge and experience in financial and business matters that the Client is capable of evaluating the merits and risks associated with the investments proposed to be made by the Portfolio Manager based on its Instruction under the PMS, and the Client is able to bear the risk of such investment.
- **4.11** The Client warrants that, at all times, it shall comply with the Applicable Laws and will not do or permit anything to be done which might cause or otherwise result in a violation or breach of such Applicable Laws and codes of practice/conduct.
- **4.12** The Client agrees to execute, from time to time and as and when called upon to do so by the Portfolio Manager, one or more powers of attorney and such other deeds, documents and writings in the form and content required by the Portfolio Manager and / or to do such other acts or things as are necessary for the purpose of this Agreement.
- **4.13** The Client shall not, at any time during the Term of this Agreement, create or agree to creation of a pledge/lien or any other encumbrance on its Portfolio or any part thereof or otherwise deal with the Portfolio in any manner whatsoever except in accordance with Applicable Laws.
- **4.14** The Client shall disclose, in writing, its direct or indirect interest in various body corporates, which may enable the Client to obtain unpublished price sensitive information from such body corporate, as provided in the SEBI (Prohibition of Insider Trading) Regulations, 2015 in the form provided in Annexure "C" hereto. The Client shall keep the Portfolio Manager indemnified against the consequences of any non-disclosure in this respect.
- 4.15 If the Client is an individual, the Client may, by executing the Nomination Form attached hereto as Annexure "F", nominate any individual to receive all proceeds that have accrued on his Portfolio upon his / her death or disability, subject to the submission of requisite documents to the Portfolio Manager and completion of certain necessary formalities as may be required from the nominee in favour of and to the satisfaction of the Portfolio Manager as per the Portfolio Manager's policies and procedures that may be in place in this regard. Nomination may be made, either singly or jointly, provided that in case of joint holding, the joint holders shall jointly and not severally appoint the nominee. Furthermore, all the joint holders shall be required to sign the Nomination Form. In case of such joint holding, the nomination process provided above shall become applicable only upon death or disability of all the joint account holders of the Client Portfolio. The process for transfer of the rights and liabilities of the joint account holder/s in case of death or disability has been provided in Clause 17.5 of this Agreement.
- **4.15.1** In case of death or disability of a Client without having made a nomination or in the case of the nominee also having expired, the Portfolio Manager shall have a right to call for all such documents it deems appropriate, including without limitation, certified copies of probate, letters of administration, succession certificate etc. The Portfolio Manager would be under no obligation to return the Client Portfolio to any person claiming to be the successor or the claimant of the Client Portfolio, unless the documents as specified herein below are duly produced before it and are verified (it is clarified that the Portfolio Manager may require additional documents as it deems fit):
 - (a) Certified/attested copy of the death or disability certificate.
 - (b) Notarized or certified copy of the will.
 - (c) Certified copy of:
 - · Probate, or
 - · Letter of administration, or



- · Succession certificate
- (d) Know Your Client documents/Permanent Account Number; and
- (e) Indemnity bond (as per the format provided by Portfolio Manager).
- **4.15.2** Notwithstanding anything stated above in Clause 4.16.1 and subject to Applicable Law, in case of death or disability of the Client who has appointed a nominee, this Agreement may continue in favour of such nominee if mutually agreed between the Portfolio Manager and the nominee, pursuant to which the nominee shall be bound by the obligations and duties of the Client hereunder without any further action on the part of the Portfolio Manager. The Portfolio Manager shall have the right to call upon the nominee to execute such documents as may be necessary for the purpose of giving effect to this provision.
- **4.15.3** Transfer / payment of the Client Portfolio to the nominee or the claimant as aforesaid shall discharge the Portfolio Manager from all its responsibilities under this Agreement. Provided however that if the Portfolio Manager incurs any loss or expenses whatsoever arising out of any litigation or harm that it may suffer in relation to the nomination, the Portfolio Manager will be entitled to be indemnified absolutely from the deceased Client's estate and the Portfolio Manager will have a right to set-off such loss from the Client Portfolio.
- 4.16 The Client agrees and undertakes to give prior written intimation to the Portfolio Manager in the event of proposed change in residential status from a person resident in India to a person resident outside India including a Non-Resident Indian as defined under the Foreign Exchange Management Act, 1999 and rules and regulations made thereunder. The Client agrees that failure in complying with the requirement laid down in this clause would require the Client to make good any losses/expenses/penalties incurred by the Portfolio Manager under Applicable Law. The Client further agrees that the Portfolio Manager may, in its sole and absolute discretion, consider the proposed change of residential status of the Client (as contemplated in this clause above) as voluntary termination of this Agreement by the Client and make it subject to charge of Exit Load in accordance with the terms of this Agreement.
- **4.17** In the event of termination of this Agreement upon change of residential status of the Client as per Clause 4.17 above, the Portfolio Manager shall arrange to deposit in the designated bank account of the Client the Net Realized Value in the manner stated in Clause 17 below as soon as practicable from the date of written intimation by the Client of change of the residential status to the Portfolio Manager and receipt of Portfolio Manager of the same.
- 4.18 Additional Terms and Conditions Applicable to Non-Resident Indian and/or Overseas Citizen of India

In the event of the Client being an NRI or an OCI, in addition to the other conditions specified in this Agreement, such a Client shall be subject to the following additional terms and conditions:

- **4.18.1** The Client shall have obtained all relevant exchange control permissions for the purpose of entering into this Agreement and performing the transactions envisaged hereunder (including without limitation, approvals required from the RBI, if any).
- **4.18.2** The services provided to the Client by the Portfolio Manager, under this Agreement, shall be subject to the exchange control regulations applicable to such Client including, but not limited to, the provisions of the Foreign Exchange Management Act, 1999 and the rules and regulations issued thereunder.
- **4.18.3** In the event of the Client ceasing to be an NRI, the Client shall promptly inform the Portfolio Manager of the same.
- **4.18.4** All communications/intimations by the Client to the Portfolio Manager shall be accompanied by the requisite and relevant approvals from RBI and/or any other regulatory authorities.
- **4.18.5** The Portfolio Manager shall also be specifically empowered pursuant to this Agreement to liaise with the RBI for legal approvals/reporting for and on behalf of the Client.
- **4.18.6** The Portfolio Manager shall not be liable for any loss, cost, damage and/or expense caused to the Client as a consequence of any delay of RBI and/or any other regulatory authority.
- **4.18.7** The Client shall indemnify and keep the Portfolio Manager, its directors, shareholders, officers, employees and agents harmless (on a full indemnity basis) from the consequences that the Portfolio Manager may suffer due to a non-compliance by the Client with any law/regulatory requirements including, but not limited to, any losses, cost, damage and/or expense that the Portfolio Manager, its directors, shareholders, officers, employees and agents may suffer due to 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/OCI holdings in the relevant company exceeding permissible limits).
- **4.18.8** Without prejudice to the other provisions contained hereinabove, in all dealings with the Client, the Portfolio Manager shall be entitled to presume (without being bound to) that the Client has obtained all necessary approvals pursuant to the applicable exchange control regulations.

5. INVESTMENT OBJECTIVES, APPROACHES AND RESTRICTIONS

The investment objective of the Portfolio Manager is to offer PMS to high net-worth individuals (HNIs), institutional clients, corporates and any other permissible class of investors (including Accredited Investors and Large Value Accredited Investors) in respect of



investment in Indian securities and capital markets and/or overseas securities, in accordance with the SEBI Regulations. The Portfolio Manager would seek to generate capital appreciation as well as returns on Capital Contributions by such investments. The Client understands and agrees that the Portfolio Manager may use derivative instruments like stock index futures, futures on individual stocks, options on stock indices and options on individual stocks, interest rate swaps, forward rate agreements or such other derivative instruments as may be introduced from time to time, as permitted by the SEBI Regulations and Applicable Laws. However, the total exposure of the Portfolio of the Client in derivatives will not exceed the Portfolio placed with the Portfolio Manager. Kindly refer Annexure "D" hereto for more details in respect of derivative transactions that the Portfolio Manager shall undertake in respect of the Portfolio.

- 5.1 The Portfolio Manager shall have the sole and absolute discretion to invest the Capital Contribution in accordance with this agreement and make changes to the investment pattern. The Portfolio Manager shall invest the clients fund in Securities as may be permitted under SEBI Regulations and Applicable Laws, in such manner and through such markets as it deems fit in the interest of the client.
- 5.2 The investment in Securities shall be held by the Portfolio Manager for a period which shall not exceed the Term of this Agreement and shall at all times be subject to the strategy/ies of the Portfolio Manager chosen by the Client.
- **5.3** Subject to Applicable Laws, the Portfolio Manager shall not, unless otherwise specifically instructed by the Client, exercise voting rights and such other rights in relation to any Securities held on behalf of the Client.
- **5.4** The investment approach proposed to be undertaken by the Portfolio Manager has been detailed out under Comprehensive Investment Strategy and Approach.
- 5.5 The Client agrees that any decision of the Portfolio Manager (taken in good faith) in deployment of the Client Portfolio is absolute and final and cannot be called in question or be open to review at any time during the currency of this Agreement or any time thereafter except on the grounds of malafide, fraud, conflict of interest (other than those as provided under Annexure "B" annexed hereto) or gross negligence.
- 5.6 The Portfolio Manager, in its absolute discretion, may conduct operations and transactions including sale and purchase transactions from the Client Portfolio through agencies, entities, brokers or a panel of brokers at prevalent market prices. The Portfolio Manager, in its absolute discretion, may resort to transactions through private placement, arrangements, agreements and/or contracts for facilitating acquisition and/or disposals, as the case may be.
- 5.7 In the management of the Client Portfolio, the Portfolio Manager may, in its sole discretion, apply for, subscribe, obtain, buy, accept,
 - acquire, endorse, transfer, redeem, renew, exchange, dispose, sell or otherwise deal in the Securities and generally manage, convert.
 - transpose and vary the investments of the Client Portfolio. The powers exercised by the Portfolio Manager as above shall be final, binding and irrevocable on the Client and the Client shall be deemed to have approved/ratified any such investment and related activities or deeds that the Portfolio Manager may undertake from time to time.
- 5.8 Accruals, accretions, benefits, allotments, calls, refunds, returns, privileges, entitlements, substitutions and / or replacements or any other beneficial interest including dividend, interest, premium, discounts and other rights, benefits and accruals that accrue to the investments in respect of the Client Portfolio shall be received by the Portfolio Manager in the name of the Client and would in every event belong to Client Portfolio.
 - The Portfolio Manager shall buy and sell Securities on the basis of delivery and shall in all cases of purchases, take delivery of the relevant Securities and in all cases of sale, deliver the relevant Securities and shall in no case put itself in a position whereby it has made a short sale or needs to carry forward a transaction or engage in bill discounting, badla finance or lending or placement with corporate or non-corporate bodies. The Portfolio Manager may, upon Instructions by the Client, participate in securities lending as per the Securities Lending Scheme, 1997 specified by SEBI. The Portfolio Manager may however, in accordance with the SEBI Regulations and Applicable Laws, upon Instructions by the Client, enter into futures contracts, options in securities, options on indices and other similar types of investment, which may result in the Client having to provide initial margin payments and which would be deemed to constitute part of the normal course of managing the Portfolio and also transactions which will have the possibility of creating a hedge against the existing structure of the portfolio and such transactions could include derivative products as may be permissible under law from time to time. The derivatives will be valued at closing/settlement prices on the relevant stock exchange/s.
 - 5.10 Subject to the fees charged by the Portfolio Manager, and other deductible expenses, all variations in the value including capital appreciation or depreciation, trading profits or losses, dividends, interest, premium, discounts and other rights and accruals on the Securities and goods of the Client Portfolio, would be to the account of and shall belong solely to the Client. Subject to the aforesaid, the Portfolio Manager, may upon Instructions by the Client, execute off market transaction in Client Portfolio in accordance with the SEBI Regulations.
 - 5.11 The Portfolio Manager may, through the Custodian or in any other manner as permissible under the Applicable Laws, keep the funds of the Client in a separate bank account maintained with a scheduled commercial bank segregated from the accounts of Portfolio Manager's other clients or in any other manner at its discretion, subject to the requirements laid down under SEBI Regulations and use the same for the purpose of the purchase and sale of Securities allowed in this Agreement and for payment of allowable expenses/fees and for the purposes set out in this Agreement. The Portfolio Manager shall not use the funds of the Client for the benefit of any other clients. Accounts of the Client shall be segregated from the accounts of all the other clients of



the Portfolio Manager and shall be maintained separately.

5.12 The Portfolio Manager shall be free to deploy idle cash balances of the Client, which may arise from time to time, in bank deposits, liquid.

money market or other direct plan of mutual fund schemes, money market instruments including, commercial paper, trade bill, treasury

bill, certificate of deposit and usance bill or such other Securities as per the Applicable Laws. In no case shall the Portfolio Manager deploy

the Capital Contribution in unregulated financing mechanism such as badla or discounting of bills of exchange or for the purpose of

lending or placement with corporate or non-corporate bodies unless otherwise permitted by SEBI.

5.13 In the management of the Portfolio, the Portfolio Manager, may in its sole discretion, apply for, subscribe, obtain, buy, accept, acquire,

endorse, transfer, redeem, renew, exchange, dispose, sell or otherwise deal with the Securities and generally manage, convert and vary

the investments of the Portfolio in such manner as the Portfolio Manager deems fit in accordance with SEBI Regulations.

5.14 The Portfolio Manager may invest in units of mutual funds only through direct plans and shall not charge any distribution related fees to

the Client in accordance with the SEBI Regulations. Further, the Portfolio Manager shall not (i) invest the Client Portfolio in the portfolio

managed or administered by another portfolio manager and (ii) invest the Client Portfolio based on the advice from any other person.

6. CAPITAL CONTRIBUTION AND REINVESTMENT

- **6.1** The Client agrees to place with the Portfolio Manager an amount or Securities as specified in this Agreement/Application Form as being the Capital Contribution. The Client Portfolio shall be subject to the fees as specified in Annexure "A" hereto. It is hereby clarified that the fees may vary for each client of the Portfolio Manager.
- 6.2 Simultaneously upon the execution of this Agreement, the Client shall transfer the Capital Contribution to the Portfolio Manager. Till the time the Capital Contribution is invested as per the investment objectives, the Portfolio Manager shall be entitled, but not obligated, to invest the same in bank deposits, liquid, money market or other direct mutual fund schemes, money market instruments including, commercial paper, trade bill, treasury bill, certificate of deposit and usance bill or such other Securities as per the Applicable Laws, as may be deemed fit by the Portfolio Manager, for the interim period or may be kept in a bank account as may be specified by the Portfolio Manager from time to time. Any returns generated from such investments shall be paid to the Client by the Portfolio Manager.
- 6.3 The number of applicants in a joint application shall not exceed 2 (two). In the case of joint Clients (who are individuals), all shall be jointly and severally liable for payment of Capital Contribution. All the joint Clients agree that they will be jointly and severally liable for payment of Capital Contribution in accordance with this Agreement.
- 6.4 In the event an account has more than 1 (one) registered holder, the first-named holder (as determined by reference to the Application Form) shall receive the Statements, all notices and correspondences with respect to the account, the Interim Disbursements as well as the proceeds of any and all sums as due and payable to the Client on termination or expiry of this Agreement. The Portfolio Manager shall have no liability in this regard to any account holder other than the first named holder of the account.
- 6.5 The interest, premium, dividend, discounts, returns, money arising out of disposal of any Portfolio Investment/s and other rights and accruals on the Securities to the account of the Client may be reinvested by the Portfolio Manager, upon the Instructions of the Client, subject to the terms of this Agreement.

7. NO WARRANTY

- 7.1 The Portfolio Manager does not provide any warranty (express or implied) as to the appreciation in the value of the Securities or as to the return on such Securities, in which the Client's funds are invested by the Portfolio Manager. It is clearly understood by the Client that the Portfolio Manager shall not, in any manner whatsoever, be liable, in case of depreciation in the value of Securities, either individually or in total, in which funds are invested by the Portfolio Manager or for any indirect or consequential losses or for non-recovery of or failure of the Portfolio Entity/ies to return the investments in the Securities together with the interest, premium and other benefits and accruals thereon either during the term of this Agreement or upon termination in accordance with Clause 17 of this Agreement.
- 7.2 The Client acknowledges and confirms that the purchase and sale of Securities has an inherent risk and accordingly, any loss, damage, cost direct or indirect or consequential on account of purchase and sale of Securities by the Portfolio Manager with the funds of the Client, in terms of this Agreement, shall be that of the Client. The Portfolio Manager shall not in any way, directly or indirectly, be responsible or liable for the loss or otherwise which arises to the Client on account of the aforesaid eventualities.



8. FEES AND CHARGES

- **8.1** The Portfolio Manager shall receive remuneration/fee for services rendered to the Client under this Agreement, as stated in Annexure "A" and as revised and mutually agreed to by both the Parties from time to time.
- **8.2** Upon termination, fees due and payable for the period since the last fee payment period, would be calculated by the Portfolio Manager, on a proportionate basis for the number of days till termination, based on the value of the average of the daily Assets Under Management, as stated in Annexure "A".
- **8.3** The Client hereby irrevocably directs the Portfolio Manager to directly debit all fees and charges as per this Agreement to the Client's funds and the Portfolio Manager hereby undertakes to provide the Client with complete details of the charges debited to the Client's funds.
- 8.4 The Portfolio Manager will, in accordance with Annexure "A" charge (a) Management Fee, (b) Performance Fee, and (c) Exit Load. The Portfolio Manager will calculate and charge Performance Fee, as stated in Annexure "A".
- **8.5** The Client hereby grants its consent to the fees and charges as specified in Annexure "A" and elsewhere in this Agreement for the services provided directly and indirectly by the Portfolio Manager including any charges/expenses incurred in relation to Portfolio Investments and shall not raise any objections on the charging of the same by the Portfolio Manager.
- **8.6** Billing will be at the frequency stated in Annexure "A".
- 8.7 No up-front fees shall be charged by the Portfolio Manager directly or indirectly to the Client. Notwithstanding the above, the Portfolio Manager may charge up-front costs and expenses so attributable to the Client in terms of this Agreement.
- **8.8** Without prejudice to what is stated above, the Portfolio Manager shall deduct or get reimbursed from the Client's Capital Contribution towards the following charges/expenses:
 - (a) Transaction expenses including, but not limited to, statutory fees, documentation charges, statutory levies, stamp duty, registration charges, commissions, charges for transactions in Securities, custodian fees, fees for fund accounting, valuation charges, audit and verification fees, depository charges, and other similar or associated fees, charges and levies, legal fees, incidental expenses etc.;
 - (b) Brokerage shall be charged at actuals.
 - (c) Legal and statutory expenses including litigation expenses, if any, in relation to the Portfolio.
 - (d) Statutory taxes and levies, if any, payable in connection with the Portfolio.
 - (e) Valuation expenses, valuer fees, audit fees, levies and charges; and
 - (f) All other costs, expenses, charges, levies, duties, administrative, statutory, revenue levies and other incidental costs, fees, expenses not specifically covered above arising out of or in the course of managing or operating the Portfolio.

9. POWERS, DUTIES AND OBLIGATIONS OF THE PORTFOLIO MANAGER

- **9.1** The Portfolio Manager shall invest the Client's Capital Contribution in accordance with the SEBI Regulations, the terms and conditions of this Agreement and Applicable Laws.
- 9.2 The Portfolio Manager shall act in a fiduciary capacity and will act as a trustee and agent of the Client Portfolio.
- 9.3 The Portfolio Manager will hold Securities in a separate Depository Account opened for the purpose of portfolio management services. The Custodian/Portfolio Manager shall follow up all entitlements such as bonus, rights, dividends etc. on behalf of the Client to the extent permissible under Applicable Laws. The Portfolio Manager shall not invest and/or divest and/or deal in the Client's funds based on price sensitive classified information.
- 9.4 The Portfolio Manager shall observe a high standard of integrity and fair dealing in all transactions involving the Client's funds.
- **9.5** The Portfolio Manager and / or any of its officers, directors, shareholders, employees or associates shall not derive any benefit, whether direct or indirect, from the Client's Portfolio.
- **9.6** The Portfolio Manager shall not borrow funds and/or Securities on behalf of the Client. The Portfolio Manager shall not lend securities held on behalf of the Client to a third person without prior authorization by the Client.
- 9.7 The Portfolio Manager shall exercise due care and diligence in rendering services, under this Agreement, to prevent the possibility of loss of capital. However, it is understood that investments are made on a certain evaluation basis and there can be no assurance with regard to returns or even preservation of capital.
- **9.8** The Portfolio Manager will take best efforts to safeguard the Client's interest with regard to dealing with capital market intermediaries such as brokers, custodians, bankers etc. Any contract or understanding arrived at by the Portfolio Manager with any such intermediary shall be strictly on behalf of the Client, and the Portfolio Manager shall not be responsible for the due performance of the contract or understanding by the intermediary
- **9.9** The portfolio manager shall maintain separate client-wise accounts and the funds received from the clients, investments or disinvestments, all the credits to the account of the client like interest, dividend, bonus, or any other beneficial interest received



on the investment and debits for expenses, if any, shall be properly accounted for and details thereof shall be properly reflected in the client's account. The tax deducted at source as required under the provisions of the Income-Tax Act, 1961, shall be recorded in the portfolio account.

- 9.10 The Portfolio Manager shall be entitled to appoint and at its discretion remove agents, to determine their respective duties, to fix their emoluments in carrying out the services to be provided under this Agreement; and to acquire security in such instance and for such amount as it may think fit. Any such fees and charges paid / incurred by the Portfolio Manager shall be borne by and debited to the Client's Portfolio.
- 9.11 The Portfolio Manager shall be entitled to open and operate one or more bank accounts, demat accounts and constituent subsidiary general ledger accounts for and on behalf of the Client, to deposit and withdraw monies / Securities in such accounts and to fully operate the same. These accounts will be solely operated by the Portfolio Manager and/or the Custodian to the exclusion of the Client and the Client hereby confirms and ratifies that it shall not exercise any right in relation to operation of these accounts till the termination / revocation of this Agreement.
- **9.12** The Portfolio Manager will send to the Client all such reports as are required to be sent to the Client under the SEBI Regulations within the period stipulated thereby.
- 9.13 The Portfolio Manager shall appoint one or more Custodians for carrying out custodial services in relation to the Client Portfolio.
- 9.14 The Portfolio Manager may appoint agents, representatives, service providers or other persons as the Portfolio Manager may deem fit from time to time, to perform any of the functions which the Portfolio Manager is empowered / obligated to perform, subject always to Applicable Laws. The Portfolio Manager may delegate to such persons, the authority / power to perform any of the functions to be performed by the Portfolio Manager and provide such instructions, as the Portfolio Manager may deem fit, from time to time, to enable such performance, in accordance with Applicable Laws.
- 9.15 If the Portfolio Manager is required under Applicable Laws, including without limitation the Income-tax (11th Amendment) Rules, 2015 notified by the Central Board of Direct Taxes ("FATCA Implementation Rules"), to provide information regarding the Client to any regulatory authority and/or the Portfolio and/or income therefrom, and the Portfolio Manager complies with such request in good faith, whether or not it was in fact enforceable, they shall not be liable to the Client or to any other party as a result of such compliance or in connection with such compliance. The Client will be required to comply with the request of the Portfolio Manager to furnish such information/documentation/declarations as and when deemed necessary by the Portfolio Manager in accordance with the Applicable Laws including any compliances under FATCA Implementation Rules.
- 9.16 The provisions of the FATCA Implementation Rules are relevant not only at the on-boarding stage of the Client but also throughout the life cycle of this Agreement. The Client therefore should immediately inform the Portfolio Manager about any change in their status with respect to any FATCA Implementation Rules related information/documentation/declarations provided by them previously.
- 9.17 In case the Client fails to furnish the relevant information/documentation/declarations in accordance with the Applicable Laws, the Portfolio Manager reserves the right to report of such Clients and/or levy of withholding tax on payments made to the Client and/or take any other action/s in accordance with Applicable Laws.

10. CONFLICT OF INTEREST

The Client understands and acknowledges that the Portfolio Manager and/or its affiliates are engaged and, in the future, may additionally engage in a broad spectrum of activities in the asset management and financial services space. There will be instances where the interests of such parties' conflict with the interests of the Client under the PMS. Some of the possible conflicts of interest are identified in Annexure "B" hereto, which the Client hereby acknowledges and confirms to have carefully studied before entering into this Agreement.

11. PREVENTION OF MONEY LAUNDERING

- 11.1 The Client hereby agrees to adhere to the compliance of the policy of the Portfolio Manager pertaining to the "Know Your Customer" ('KYC') and "Prevention of Money Laundering" ('PML') as required under the Prevention of Money Laundering Act, 2002 and SEBI guidelines / circulars / notifications thereto and provide necessary information, documents as and when required by the Portfolio Manager under its KYC and PML policy.
- 11.2 The Client confirms that the amount invested and to be invested under the Portfolio is and will be through legitimate sources only and does not and will not involve and is not and will not be designated for the purpose of any contravention or evasion of the provisions of the Income Tax Act, 1961, Prevention of Money Laundering Act, 2002, Fugitive Economic Offenders Act, 2018, Prevention of Corruption Act, 1988 and/or any other Applicable Law.
- 11.3 The Client hereby confirms and agrees that Portfolio Manager reserves the right to report any suspicious transaction to the Director of Financial Intelligence Unit-India (FIU-IND), New Delhi or any other competent authority, after applying appropriate due diligence measures and believes that the transaction is suspicious in nature within the purview of Applicable Laws.
- 11.4 The Portfolio Manager also reserves the right to seek information and/or obtain and retain documentation for establishing the identity of the Client, proof of residence, source of funds, etc. to ensure appropriate identification of the Client under its KYC



policy or any other client due diligence process and with a view to monitor transactions in order to prevent money laundering. It may re-verify identity and obtain any incomplete or additional information for this purpose, including through the use of third-party databases, personal visits, or any other means as may be required for the Portfolio Manager to satisfy the Client's identity/ies, address and other personal information. The Client shall produce reliable, independent source documents such as photographs, certified copies of ration card/passport/driving license/Permanent Account Number card; and/or such other documents or produce such information as may be required by the Portfolio Manager from time to time for verification of the personal details of the Client including, inter alia, identity, residential address(es), occupation and financial information.

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

12. TERM

The term of the Portfolio shall be a period of 5 (Five) years from the Effective Date, which shall be automatically renewed for further consecutive periods of 5 (Five) years, unless terminated by the Client or Portfolio Manager in accordance with the provisions of Clause 17 hereof ("Term"). This Agreement shall commence from the Effective Date.

13. REGISTRATION, TRANSFER AND CUSTODY

- **13.1** The Portfolio Manager shall take adequate steps for registration of the Client's Securities in the name of the Client as per the Applicable Laws.
- **13.2** The Securities purchased / held under this Agreement and requiring transfer / registration in favour of the Client, will be transferred/registered in the name of the Client as per the SEBI Regulations and other Applicable Laws.
- 13.3 Subject to Applicable Laws, the Portfolio Manager shall not be liable for any negligence or lapse of the Custodian in carrying out its custodial duties or executing any instructions issued by the Portfolio Manager, provided the Portfolio Manager has acted with due care and in the interest of the Client.

14. ACCOUNT AND RETURNS

- 14.1 The Portfolio Manager shall maintain a separate designated back-office account for the Client either on its own or through a third-party. The details of the Capital Contributions received, investments and/or divestments made and all credits to the account by way of accruals, accretions, benefits, allotment, calls, refunds, returns, privileges, entitlements, substitutions and/or replacement or any other beneficial interest including dividend, interest, discounts, premium, rights, bonus received from time to time as well as debits shall be reflected in the Client's account.
- 14.2 The Portfolio Manager shall furnish a statement of account to the Client at such intervals as may be required under Regulation 31 of the SEBI Regulations (and as and when required by the Client) in accordance with the SEBI Regulations. The Portfolio Manager may make necessary arrangements (on its own or through a service provider) for the viewing of these reports on the Portfolio Manager's website giving restricted access to the Client along with a copy of the Disclosure Document. The Client shall have the right to obtain the details of his Portfolio from the Portfolio Manager.
- 14.3 The statement of account shall accurately reflect the affairs of the Client's funds as per Clause 14.1 hereinabove. It shall include the composition and value of the Portfolio, description of Securities and goods, number of Securities, value of each Security held in the
 - Portfolio, units of goods, value of goods, cash balance and the aggregate value of the Portfolio as on the date of the report.
- 14.4 The Portfolio Manager represents that the statements / documents / report furnished by the Portfolio Manager to the Client shall present a true and fair picture of the actual transactions.
- **14.5** The Client acknowledges and confirms that the Portfolio Manager has provided to the Client, the Disclosure Document regarding its portfolio management services duly certified by a chartered accountant as specified in SEBI Regulations, prior to the execution of this Agreement hereof.
- 14.6 The Client shall be entitled to inspect the books and accounts containing information regarding Client's Portfolio that are maintained by the Portfolio Manager in respect of portfolio management services under this Agreement, after giving a reasonable advance notice, in writing. The Portfolio Manager upon receiving such notice shall fix time and date for such inspection, which in no case shall be later than 45 (forty-five) days from the date of receiving notice from the Client and shall produce the relevant documents for inspection/audit.
- **14.7** Apart from the reports furnished to the Client, the Portfolio Manager shall also furnish to the Client such documents and information relating to the management of the Portfolio, as may be requested by the Client.
- 14.8 The books and accounts of the Portfolio Manager relating to the Client's Portfolio / transactions shall be audited annually by an independent chartered accountant and a copy of the certificate issued by the chartered accountant shall be forwarded by the Portfolio Manager to the Client. The Client may appoint a chartered accountant of its choice at his own cost and expense to audit the books and accounts of the Portfolio Manager, relating to his transactions and the Portfolio Manager shall co-operate with such chartered accountant in course of the audit.



15. RISKS AND LOSSES

- 15.1 Losses arising out of any act, omission or commission of the Portfolio Manager under this Agreement will be solely at the risk of the Client and the Portfolio Manager will not be liable for any act of omission or commission or failure to act unless the same arises out of bad faith, gross negligence or fraud on part of the Portfolio Manager. The Portfolio Manager shall not be responsible for any losses arising to the Client out of any change or amendment or clarifications to the SEBI Regulations or any other Applicable Laws, which adversely affects the PMS operations in any manner whatsoever.
- 15.2 Subject to applicable taxation laws in force from time to time, the Portfolio Manager/Portfolio Entity/ies may deduct tax at source while effecting disbursements/payments of amounts interim or otherwise to the Client under this Agreement. Any tax arising on such disbursements shall be charged to the Client's account and shall be borne by the Client in full. The Portfolio Manager shall not undertake tax planning for the Client under this Agreement. If required by the Portfolio Manager, at its sole discretion, the Client shall have executed a valid, irrevocable power of attorney in favour of the Portfolio Manager or any other nominee(s) or agent(s) of the Portfolio Manager conferring, inter alia, powers to represent the Client before such revenue/taxation authority(ies) and comply with other requirements as envisaged in this Agreement. The Client agrees and undertakes to furnish any information, papers and documents as may be required by the Portfolio Manager in connection with tax incidence or implications thereof and also for the proper operation of the Client Portfolio thereto.
- **15.3** The Client shall not question any of the acts, deeds, omissions or commissions or things done or performed by the Portfolio Manager
 - under good faith under this Agreement and the Portfolio Manager shall fulfill its duties and obligation, at its absolute discretion, without
 - interference from the Client, their attorney(s) or authorised agent(s).
- 15.4 The Portfolio Manager will not be liable for any delay or default by the Portfolio Entity or any other related party in respect of issue, allotment or transfer of Securities. The Portfolio Manager will also not be liable for any adverse material financial impact on the Client Portfolio upon the happening of any event beyond the control of the Portfolio Manager.
- 15.5 The provisions of this Agreement and the principal and returns on the Securities subscribed by the Portfolio Manager may be subject to force majeure and external risks such as war, natural calamities, pandemics, policy changes of local / international markets and such events which are beyond the reasonable control of the Portfolio Manager. Any policy change / technology updates / obsolescence of technology would affect the investments made by the Portfolio Manager.
- 15.6 The Client clearly understands that investment in Securities entails a high degree of risk and there is no assurance by the Portfolio Manager about any minimum returns on the Client Portfolio's funds or even as regards preservation of capital. Accordingly, before deciding to avail the services of the Portfolio Manager hereunder, the Client confirms to have carefully studied the specific risk factors together with all the information contained in this Agreement and the Disclosure Document and confirms that they have sought and obtained independent investment and tax advice.
- 15.7 The Portfolio Manager shall be entitled, upon Instructions of the Client, to the use of derivative instruments such as index futures, stock futures and options contracts, or any other derivative instruments that are permissible under the SEBI Regulations and Applicable Laws. The risks associated with the use of derivatives are different from or possibly greater than, the risks associated with investing directly in securities and other traditional investments. Other risks include risk of mispricing or improper valuation and the inability of the derivative to correlate perfectly with underlying assets, rates and indices, illiquidity risk whereby the Portfolio Manager may not be able to sell or purchase derivative quickly enough at a fair price.
- 15.8 The Client agrees that investments in Securities involve certain considerations and significant risks. Accordingly, before deciding to avail the services of the Portfolio Manager hereunder, the Client confirms to have carefully studied the specific risk factors together with all the information contained in the Disclosure Document and confirms that they have sought and obtained independent investment and tax advice.
- **15.9** The Client further agrees that additional risks and uncertainties not presently known to the Portfolio Manager, or those risks currently deemed immaterial may also have an adverse impact on the Client in the future. Details of the key risk factors presently known are contained in this Clause 15, the Disclosure Document and Annexure "C" hereto.
- **15.10** The Client hereby acknowledges and notes that:
 - a. It has received and read the Disclosure Document as prescribed under the SEBI Regulations, provided by the Portfolio Manager, as mandated by SEBI; and
 - b. It has read the Disclosure Document with respect of investing the funds in Securities and is informed, aware and has understood the risks associated with investing the funds in Securities.

16. LIQUIDITY AND TRANSFER

- 16.1 The Client agrees that the Portfolio Manager, without assuming any liability or obligation, may at its absolute discretion, permit the Client to transfer the whole but not part of the Portfolio to any other Eligible Investor, subject to such Eligible Investor executing such documentation/writing as may be required by the Portfolio Manager. Any costs related to such transfer including stamp duty etc. shall be borne by the Client.
- 16.2 In the event a Client is desirous of transferring its Portfolio the Client shall first obtain the prior written consent of the Portfolio



Manager and will give to the Portfolio Manager complete details of the proposed transferee. The Client agrees that the Portfolio Manager shall have the right to reject any transfer without assigning any reason whatsoever. The Client shall ensure that the proposed transferee complies with all the requisitions raised by the Portfolio Manager including requisitions raised with respect to "Know Your Client" norms under Applicable Law and as per the Portfolio Manager's requirements.

- **16.3** The Portfolio Manager shall be entitled to deduct any amounts due from the Client before considering an application for transfer by the Client.
- **16.4** Further, in the event the Portfolio Manager consents to any transfer as above, the Portfolio Manager will be entitled to impose such conditions as it deems fit and also determine the manner in which the transfer is to be affected and the documents that have to be executed for this purpose.

17. TERMINATION, PARTIAL WITHDRAWAL & REPAYMENT

- 17.1 Subject to the terms of this Agreement and the SEBI Regulations, this Agreement may be terminated in the following circumstances:
 - (i) By mutual consent of the Parties;
 - (ii) By giving a notice in writing by the Client to the Portfolio Manager for a complete withdrawal of the funds/Portfolio;
 - (iii) The Portfolio Manager reserves the absolute discretion to independently terminate this Agreement at any time by giving a written notice of not less than 30 (thirty) days to the Client and cause the Client to close all accounts with the Portfolio Manager. The Portfolio Manager shall also be entitled to immediately terminate this Agreement if the performance thereof is prevented for any cause beyond the reasonable control of the Portfolio Manager, including but not limited to war, flood, earth-quake, act of God, pandemic, any act of government, policy changes which affect capital markets, policy change/technology upgrade/obsolescence of technology or any other cause beyond the control of the Portfolio Manager which could not have been foreseen or avoided by the exercise of due diligence.
 - (iv) Notwithstanding anything stated in Clauses 17.1 (ii) and (iii) above, the Portfolio can be withdrawn or taken back by the Client, before the expiry of this Agreement on account of the following reasons:
 - (a) the closure of business of the Portfolio Manager;
 - (b) the suspension/termination of certificate of registration granted to the Portfolio Manager by SEBI and/or any other competent authority;
 - (c) bankruptcy or liquidation of the Portfolio Manager.
 - (v) in the event of death, disability, insolvency, dissolution or winding up of the Client during the currency of this Agreement, upon receipt of a notice, in writing of such an event or on determining that such an event has taken place, the Portfolio Manager may decide to cease operations of the Client's Portfolio, and this Agreement shall stand terminated with effect from the date of receipt of such notice by the Portfolio Manager in its sole discretion.

Notwithstanding anything stated in Clause 17.1 (v) above and subject to Applicable Law, in case of death or disability of the Client who has appointed a nominee, this Agreement may continue in favour of such nominee as mutually agreed between the Portfolio Manager and the nominee, as provided for under Clause 4.16.2 of this Agreement and subject to Applicable Law.

- 17.2 Subject to the terms of this Agreement and the SEBI Regulations, the Client may partially withdraw funds/Portfolio by giving a notice in writing to the Portfolio Manager. In no circumstance, the partial withdrawal shall lead to Client holding less than the minimum investment amount as prescribed under the SEBI Regulations.
- 17.3 The Client agrees that any termination of this Agreement and/or withdrawal of any amount/s by the Client (except on expiry of the Term and/or in the circumstances laid down under Clause 17.1(iii) or under Clause 17.1(iv) above), such termination/withdrawal would be
 - subject to a fee to be charged by the Portfolio Manager as specified in Annexure "A" of this Agreement ("Exit Load"). It is further clarified that if the Client does not continue to remain an Eligible Investor during the Term of this Agreement, including as contemplated in Clause
 - 4.16 of this Agreement, then occurrence of such event shall amount to voluntary termination of this Agreement by the Client and subject to payment of Exit Load.
 - 17.4 In the event of termination or cancellation or expiry of this Agreement, such cancellation, termination or expiry shall have no effect on the transactions executed before such cancellation, termination or expiry and parties shall have the same rights and obligations.
 - 17.5 In the event the Client's account with the Portfolio Manager is held jointly by three persons, the account shall be terminated / transferred to nominee as above only upon the death/disability/ insolvency of all the joint account holders of that Client account. Provided further that, in case of death / disability / insolvency of any one or more of the joint account holders, the Portfolio Manager shall not be bound to recognize any person(s) other than the remaining holders. In all such cases, on the execution of a letter of indemnity/other necessary documents by the first-named of such remaining account holders or the last survivor of such account holders, as the case may be, of the Portfolio and in case of death or disability of all the holders, by the nominee and in the event of death or disability of all the account holders and the nominee by the legal heir of the last surviving account holder, if any, shall result in automatic transfer of all the rights and liabilities of the deceased/insolvent Client in the favour of the first-named holder or last surviving holder or nominee or legal heir respectively. In all such cases, any



payment under this Agreement shall be made to the first-named of such remaining account holders of the Portfolio. Payment to the first-named of such remaining account holders as per this Agreement shall discharge the Portfolio Manager of all liability towards the estate of any deceased account holder(s) and his/her / their successors / legal heirs. Notwithstanding anything contained in this Agreement, the Portfolio Manager shall be entitled to deal with the Portfolio upon the occurrence of death or disability or insolvency of the Client in accordance with such advice as may be received by the Portfolio Manager and as per Applicable Law.

In case the Application Form specifies the holding of the Portfolio specified as 'Joint', any notice for termination of this Agreement or payment of Portfolio on termination or expiry of this Agreement or partial withdrawal during the term of this Agreement would have to be signed by all joint holders in the same order as registered with the Portfolio Manager.

- **17.6** Repayment: Repayment will be made in the name of the first holder only against execution of necessary documents by all the joint holders.
- 17.6.1 The Portfolio Manager may, upon Instructions of the Client, choose to effect interim disbursements of amounts to the Client by selling a part of the Portfolio Investments ("Interim Disbursements"). The Portfolio Manager may, upon Instructions of the Client, also effect Interim Disbursements of dividend or interest accrued and realized in respect of the Client Portfolio, from time to time.
- 17.6.2 The Portfolio Manager shall, upon termination of this Agreement or partial withdrawal of the funds/Portfolio by the Client, at its sole discretion, and subject to any permissible deductions as provided under Clause 17.6.3, arrange to deposit in the designated bank account the Net Realized Value (in case of partial or complete withdrawal of funds/Portfolio, as the case may be) or Securities (in the specified account, if opted for by the Client only in the event of complete withdrawal of the funds/Portfolio), subject to the Client fulfilling all its obligations under this Agreement within 90 (ninety) days from the date of receipt of notice of termination of this Agreement or partial withdrawal of the funds/Portfolio by the Client. The Portfolio Manager will be entitled to withhold from any distributions, amounts necessary to create, in its sole and absolute discretion, appropriate reserves for expenses and liabilities of the Portfolio, any entitlements as well as any required tax withholdings. In the event the Portfolio Manager is unable to dispose of any Securities, the Portfolio Manager shall be entitled to make in-specie distribution of Securities (or an in-specie distribution of partially withdrawn Portfolio, as the case may be) to the Client and in making such in-specie distribution the Portfolio Manager will have the right to determine the manner and the terms and conditions of such in-specie distribution.
- 17.6.3 The termination of this Agreement/partial withdrawal of funds/Portfolio shall be subject to below deductions and till clearance/payment of the same, the Portfolio Manager shall have the right of lien on the Portfolio of the Client in respect thereof:
 - (a) Fees accrued and due to the Portfolio Manager till the date of termination of this Agreement (or fees accrued with respect to the partial withdrawal of the funds/Portfolio, on such date of withdrawal by the Client, as the case may be) in accordance with Annexure "A".
 - (b) For the setting up of any reserves which the Portfolio Manager may deem reasonably necessary for any contingent or unforeseen liabilities or obligations of the Portfolio of the Client, including any tax demand that may be raised on the Portfolio Manager in respect of the Client Portfolio;
 - (c) Expenses incurred for determining the Fair Market Value of the Securities in case of in-specie distribution, including but not limited to the appointment of an independent auditor;
 - (d) Any other dues, liabilities, obligations etc. owed by/due on account of the Client under this Agreement.
- **17.6.4** In the case of in-specie distribution to the Client for the purpose of calculation of the Exit Load and Performance Fee, all unlisted Securities shall be valued at the Fair Market Value and all listed Securities shall be marked to market.
- **17.6.5** The Client hereby agrees and understands that any early termination of this Agreement/partial withdrawal, prior to its expiry, may result in a devaluation of the Client Portfolio and agrees that the Portfolio Manager shall not be held responsible or liable on account of any losses arising out of such withdrawal/termination.
- **17.6.6** The termination or purported termination of this Agreement shall be without prejudice to any claim or right of action previously accrued to any Party hereto against the other Party hereto.
- 17.7 In the event that this Agreement is terminated for any of the reasons stated in this Agreement, the Client shall take or cause to be taken, all necessary steps to close and /or transfer all accounts maintained by the Client with the Portfolio Manager and/or any agents or sub- agents in relation to the services provided under this Agreement, within a period of 30 days from the date of termination.
- 17.8 The Portfolio Manager on termination, by disbursement through payment or otherwise, as provided hereinabove, subject to all the above recoveries, deductions and appropriations, would be validly discharged of all its obligations towards the Client or its nominee(s), as the case may be, in respect of this Agreement.
- 17.9 On termination, the Portfolio Manager shall also give a detailed statement of account to the Client reflecting the affairs of the Client as of the termination date, as per Clause 14 hereof, and settle the account of Client as specified in this Agreement.
- **17.10** The termination or purported termination of this Agreement shall be without prejudice to any claim or right of action previously accrued to any Party hereto against the other Party hereto.



17.11 Notwithstanding any other provisions of this Agreement, to the extent the Portfolio Manager may be required by law to withhold or to make tax payments on behalf of or with respect to any Client, the Portfolio Manager may withhold such amounts and make such tax payments as so required.

18. PROTECTION OF ACTS DONE IN GOOD FAITH

The Portfolio Manager shall not be held liable for any act performed, or any omission or failure to perform, or any loss suffered by the Client, provided that such actions, omissions, or losses have occurred in good faith, and in accordance with, or as a consequence of, any request, advice, direction, or instruction given by the Portfolio Manager, any committee thereof, or any duly authorized agent of the Portfolio Manager. This exemption from liability shall extend to all matters in which the Portfolio Manager, or any of its committees or agents, have acted or refrained from acting based on a bona fide belief that such action, advice, or direction was in the best interest of the Client, without willful default, fraud, or gross negligence.

19. ACCEPTANCE OF CERTIFICATE

The Portfolio Manager shall be entitled, at its sole discretion, to accept as conclusive and binding evidence, a certificate issued by any stock broker or other professional individual, duly approved by the Portfolio Manager for such purpose, with respect to: (i) the valuation of any investment; (ii) the determination of the cost price or sale price of any such investment; (iii) any stock exchange quotation related to such investment; or (iv) any other matter or fact which is within the competence of such stock broker or professional individual to certify. Such acceptance by the Portfolio Manager shall be deemed sufficient and shall not require any further verification, investigation, or inquiry, unless the Portfolio Manager determines, in its absolute discretion, that additional information or verification is necessary. The Portfolio Manager shall not be held liable for any loss or damages resulting from its reliance on such certificate, provided that such acceptance was in good faith and based on the expertise of the approved stockbroker or professional person.

20. PORTFOLIO MANAGER MAY RELY ON ADVICE

Subject to, and to the extent permitted under, applicable laws, the Portfolio Manager shall have the right to act upon any advice or information received from any bankers, accountants, brokers, legal advisors, valuers, consultants, agents, or other professionals (collectively referred to as "Advisors"). The Portfolio Manager shall not be obligated to supervise, oversee, or otherwise monitor the acts or conduct of any such Advisors, nor shall the Portfolio Manager be required to independently verify the accuracy, reliability, or completeness of any advice or information obtained therefrom, to the extent permitted by applicable laws

The Portfolio Manager shall not be liable for any act or omission, including any action taken, any decision made, or any inaction, based upon bona fide reliance on such advice or information provided by the Advisors. The Portfolio Manager shall be indemnified and held harmless from and against any claims, liabilities, losses, or damages arising out of or in connection with such reliance, provided that the Portfolio Manager has acted in good faith and within the bounds of applicable laws and regulations.

For avoidance of doubt, the Portfolio Manager shall not be responsible for the actions, omissions, or misconduct of any Advisors, and any reliance placed upon their advice or information shall be at the Portfolio Manager's discretion and subject to the provisions of this clause.

21. LIMITATION OF CLIENT'S RIGHTS AND OBLIGATIONS

- **21.1** Notwithstanding anything to the contrary contained herein, the Client shall have no rights, entitlements, or claims against the Portfolio Manager except as explicitly set forth in this Agreement. Under no circumstances shall the Portfolio Manager be obligated to make any payment to the Client, except from the funds held or managed on behalf of the Client, and solely in accordance with the terms and conditions of this Agreement.
- 21.2 The Client's liabilities arising from or in connection with this Agreement shall be strictly limited to the extent of the Client's Capital Contribution made hereunder, along with any profits or gains accruing from the Portfolio Investments undertaken pursuant to this Agreement. The Client shall not be liable for any amounts in excess of the Capital Contribution and such gains, and the Portfolio Manager shall have no recourse beyond the Client's said Capital Contribution and gains for any obligation or liability arising from the investments made under this Agreement.

22. INDEMNITY TO PORTFOLIO MANAGER

22.1 Indemnification of the Portfolio Manager

Notwithstanding anything to the contrary contained in this Agreement, and without prejudice to the right of indemnity available to the Portfolio Manager under applicable laws, the Client shall indemnify and hold harmless the Portfolio Manager, including its directors, shareholders, officers, agents, affiliates, advisors, delegates, custodians, and any other persons appointed by the Portfolio Manager (collectively referred to as the "Indemnified Parties") from and against all liabilities, losses, damages, costs, and expenses (including reasonable attorneys' fees) incurred by such Indemnified Parties in providing services under this Agreement or in exercising any of the powers or authorities vested in them pursuant to this Agreement. This indemnity shall also cover all actions, proceedings, claims, demands, and expenses arising in respect of any act or omission in relation to this



Agreement. Furthermore, the Portfolio Manager shall have a lien on, and may retain, any funds and/or securities in its possession to the extent necessary to effect such indemnity.

22.2 Limitation of Liability of the Indemnified Parties

The Indemnified Parties shall not be liable to the Client for any loss, damage, mistake, or error of judgment suffered by the Client in connection with the subject matter of this Agreement or any action taken or omitted by the Indemnified Parties in good faith in pursuance of this Agreement, including but not limited to, losses arising from: (i) any failure or delay in effecting a transaction; (ii) any delay, misdelivery, or error in the transmission of any communication; (iii) the insolvency, bankruptcy, or default of any bank, financial institution, governmental department, authority, or other entity with whom or in which the Client's funds are deposited or invested; or (iv) the purchase, holding, or sale of investments, except where such loss, damage, or prejudice arises directly from the gross negligence, bad faith, fraud, or willful default of the Indemnified Parties.

22.3 Indemnification Against Tax Liabilities

The Client shall indemnify and keep indemnified the Indemnified Parties against any charges, including stamp duties or taxes (such as income tax, goods and services tax, or any other direct or indirect taxes) incurred or levied on the Indemnified Parties while acting as the Client's agent. The Portfolio Manager shall have a lien on the Client's portfolio, including any returns thereon, and shall have the exclusive right to utilize the same for the purpose of indemnification and reimbursement of all unpaid dues (including, without limitation, fees, charges, taxes, and other expenses) arising in connection with the management, operation, and administration of the Client's portfolio.

22.4 Indemnification for Legal Proceedings

The Indemnified Parties shall be entitled to indemnification, within the funds deployed by the Client, against any liability incurred by them in defending any legal proceedings, whether civil or criminal, provided that judgment is given in their favor or they are acquitted or discharged by the court. The indemnity provided herein shall apply to all reasonable costs and expenses incurred by the Indemnified Parties in defending such proceedings.

23. ALTERATION

- 23.1 The Portfolio Manager shall not be entitled to alter, vary, modify, or amend, in whole or in part, any of the terms and conditions of this Agreement, including but not limited to the fees, charges, and any provisions contained herein, without obtaining the prior written consent of the Client. Such consent must be explicit and unambiguous, and until such consent is provided, no alteration, variation, modification, or amendment shall take effect. Upon obtaining such written consent, the revised terms and conditions shall apply prospectively from the effective date of such alteration, as though they were expressly incorporated herein at the time of execution of this Agreement.
- 23.2 Notwithstanding the foregoing, in the event that any policy announcements, regulatory amendments, statutory directions, or notifications are issued by any regulatory authority subsequent to the execution of this Agreement, which require mandatory retrospective changes to the terms of this Agreement, including but not limited to modifications in the structure, investment strategy, fees, or other provisions, such changes shall be binding upon the Parties hereto. The Parties agree that the Portfolio Manager shall implement such requisite changes to ensure compliance with the applicable laws, regulations, and directions, and the Client hereby expressly consents to be bound by such changes as may be mandated by law or regulatory requirements, without the necessity of additional written consent.

24. ASSIGNMENT

- 24.1 This Agreement, including all rights and obligations contained herein, shall be binding upon and shall inure to the benefit of the respective successors and permitted assigns of the Parties. The Client shall not, without the express prior written consent of the Portfolio Manager, assign, transfer, or otherwise dispose of this Agreement or any part thereof to any third party. Any purported assignment or transfer by the Client without such prior written consent shall be deemed null and void.
- 24.2 The Portfolio Manager shall have the right, subject to compliance with applicable laws and regulations, to assign, transfer, or delegate any or all of its rights and obligations under this Agreement to any company, person, firm, or institution that is acceptable and approved by the Securities and Exchange Board of India (SEBI). Such assignment, transfer, or delegation shall be effected by executing an instrument in writing, which shall evidence the assignee's assumption of all obligations of the Portfolio Manager under this Agreement. Upon the effective date of such assignment, the assignee shall succeed to and be vested with all the rights, powers, duties, and obligations of the Portfolio Manager under this Agreement, as though originally named as a party hereto.

25. *NOTICE, INSTRUCTIONS AND COMMUNICATIONS*

25.1 Notice and Method of Communication.



- 25.1.1 Any notice or other communication required or permitted to be given pursuant to this Agreement ("Notice") shall be in writing and may be delivered by one of the following means: (a) delivered in person; (b) sent by overnight courier service with proof of delivery; (c) transmitted by telefacsimile or similar facsimile transmission; (d) dispatched via registered or certified mail, return receipt requested, postage prepaid; or (e) sent by electronic mail ("e-mail"). Notices shall be addressed to the Parties at their respective addresses as set forth in this Agreement or at such other address as a Party may designate by Notice to the other Party in accordance with the provisions of this Clause 25.
- **25.1.2** All Notices and communications required or permitted under this Agreement shall be deemed effectively given and received as follows:
 - (a) If delivered in person or by overnight courier service, such Notice shall be deemed to have been duly given and received upon the date of actual delivery at the specified address.
 - (b) If transmitted by telefacsimile or similar facsimile transmission, such Notice shall be deemed to have been given and received on the date of electronic confirmation of the transmission, provided that such facsimile transmission is sent during normal business hours of the recipient. If such facsimile transmission is sent outside normal business hours, it shall be deemed to have been received on the next business day. The sender shall promptly forward a hard copy of such Notice by one of the means specified in Clause 25.1.1.
 - (c) If dispatched by registered or certified mail, return receipt requested, postage prepaid, such Notice shall be deemed to have been given and received upon actual receipt thereof by the recipient or three (3) business days after posting, whichever is earlier.
 - (d) If sent by e-mail, such Notice shall be deemed to have been given and received on the date of electronic confirmation of receipt by the recipient's e-mail system, provided that the e-mail is sent during normal business hours of the recipient. If the e-mail is sent outside normal business hours, it shall be deemed to have been received on the next business day. The sender shall promptly forward a hard copy of such Notice by one of the means specified in Clause 25.1.1.
- **25.1.3** Any Party may, from time to time, change its address for the purpose of receiving Notices under this Agreement by providing Notice to the other Party in the manner set forth in this Clause 25. Such change of address shall become effective only upon actual receipt of such Notice by the other Party.
- **25.1.4** The failure or delay of any Party to provide a hard copy of any Notice transmitted by telefacsimile or e-mail, as provided in Clause 25.1.2, shall not affect the validity or effectiveness of the Notice if the Notice has otherwise been received by the intended recipient in accordance with this Clause 25.
 - **25.1.5** For the purposes of this Clause 25, "business day" shall mean any day other than a Saturday, Sunday, or public holiday in the jurisdiction in which the Notice is received.

25.2 Instructions.

The Client and the Portfolio Manager expressly agree that the Portfolio Manager reserves the right not to act upon any Instruction issued by the Client, in circumstances where, subsequent to the receipt of such Instruction but prior to its implementation, the Portfolio Manager reasonably believes that compliance with such Instruction may not be practicable or would contravene the SEBI Regulations and/or any other applicable laws, regulations, or requirements. The Portfolio Manager shall only act on any Instruction or communication that is reasonably accepted as having been given by or on behalf of any individual or entity notified by the Client from time to time as being duly authorized to instruct the Portfolio Manager with respect to the Client Portfolio, provided such Instruction is communicated in writing. The Portfolio Manager shall not be liable for acting on any such Instruction until such time as it receives written notice from the Client of any revocation of the authority of the person providing the Instruction, irrespective of whether such authority has already been terminated.

25.3 Communications.

- 25.3.1 The Portfolio Manager shall provide statements, correspondences, reports, and other communications (collectively referred to as "Statements") related to the Client's account to the Client via electronic mail ("e-mail"), where the Client has provided a valid e-mail address to the Portfolio Manager, Distributor, or the Client's authorized representative. Should the Client wish to receive Statements in a manner other than by e-mail, the Client may request the Portfolio Manager in writing for an alternative means of delivery. In the event that the Client encounters any difficulty in accessing electronically delivered Statements, it shall be the responsibility of the Client to promptly inform the Portfolio Manager, who shall endeavor to arrange for alternative delivery methods. The failure of the Client to inform the Portfolio Manager of such difficulty within 24 (twenty- four) hours of receiving the e-mail containing the Statement shall constitute the Client's affirmation of the Statement's receipt and acceptance, and such receipt shall be considered a valid discharge of the Portfolio Manager's obligation to deliver Statements under this Agreement.
- **25.3.2** The Client shall ensure that the Portfolio Manager is promptly informed in writing of any changes to the Client's e-mail address or any other correspondence details provided under this Agreement.



25.3.3 The Client acknowledges and agrees that any communication or Statement transmitted over the internet, via diskettes, or by any other method over public lines may not be encrypted and, therefore, such methods are inherently insecure. The Client understands that these transmission methods involve risks, including but not limited to the unauthorized alteration or unauthorized use of communications. The Client hereby agrees to release and discharge the Portfolio Manager from any and all liability or responsibility arising from any misuse of communication transmitted via such insecure methods and agrees to hold the Portfolio Manager harmless against any costs, losses, or damages that may arise due to any error, delay, or problem in transmission or otherwise, provided that such issues are not attributable to any act or omission by the Portfolio Manager.

26. SEVERABILITY

In the event that any provision of this Agreement is determined by a court of competent jurisdiction or any other authority to be illegal, invalid, or unenforceable under any applicable law, whether now existing or enacted in the future, and provided that the rights or obligations of the Parties under this Agreement are not, or will not be, materially and adversely affected by such determination, then:

- (a) Such provision shall be deemed to be fully severable from this Agreement;
- (b) This Agreement shall be construed and enforced as if such provision had never formed a part hereof;
- (c) The validity, legality, and enforceability of the remaining provisions of this Agreement shall remain unimpaired, in full force and effect, and shall not be affected in any way by the severance of such provision; and
- (d) The Parties shall, with all due promptitude and in good faith, negotiate and agree upon a suitable alternative provision that, to the greatest extent possible, restores the original intent of the Parties and the status quo ante.

However, if such severance of the provision results in materially and adversely affecting the rights or obligations of any Party hereto, the Parties shall, in good faith, negotiate and agree upon an appropriate substitute provision that seeks to restore, to the extent practicable, the original position of the Parties as if such severed provision had remained in effect. In the event that the Parties fail to reach an agreement on such substitute provision within a reasonable timeframe, the provisions governing the termination of this Agreement shall become applicable, allowing either Party to terminate the Agreement in accordance with the terms set forth herein.

27. *WAIVER*

- 27.1 Any term, condition, covenant, representation, or warranty of this Agreement may be waived, in whole or in part, at any time, by the Party that is entitled to the benefit of such term, condition, covenant, representation, or warranty. Such waiver shall be effective only if it is made in writing and is duly executed by an authorized officer or representative of the waiving Party.
- 27.2 A waiver of any term, condition, covenant, representation, or warranty of this Agreement shall be strictly limited to the instance for which the waiver is given, and shall not be deemed to be a waiver of any subsequent breach or non-fulfillment of the same or any other term, condition, covenant, representation, or warranty under this Agreement. No waiver of any rights, obligations, or remedies by any Party shall constitute a continuing waiver or imply a waiver of any other rights, obligations, or remedies hereunder.
- 27.3 The failure of any Party at any time to require the performance of any provision of this Agreement shall in no manner affect the right of such Party to enforce the same at a later time, nor shall the waiver by any Party of a breach of any provision hereof be construed as a waiver of any succeeding breach of such provision or a waiver of the provision itself.
- 27.4 No failure or delay by any Party in exercising any right, power, or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power, or privilege preclude any other or further exercise thereof or the exercise of any other right, power, or privilege. The rights and remedies provided in this Agreement are cumulative and not exclusive of any rights or remedies provided by law.
- 27.5 Any waiver granted hereunder shall not be deemed to amend or modify the terms of this Agreement, except to the extent expressly stated in such written waiver, and shall not constitute a waiver of any subsequent failure or delay by the other Party in the performance of or compliance with any other obligation under this Agreement, whether or not of a similar nature.

28. ENTIRE AGREEMENT

This Agreement constitutes the full, final, and complete understanding between the Parties with respect to the subject matter contained herein, and it supersedes and replaces any and all prior or contemporaneous discussions, negotiations, understandings, agreements, correspondence, representations, warranties, communications, writings, memoranda, brochures, marketing materials, presentations, or documents exchanged between the Parties, whether oral or written, relating to such subject matter. No prior agreements, promises, conditions, understandings, representations, or warranties, whether oral or written, concerning the subject matter hereof shall be deemed to exist or to be binding upon either Party. The Parties agree that this Agreement contains the sole and entire agreement between them regarding the subject matter hereof, and that any amendments, modifications, or alterations to this Agreement shall only be valid and binding if made in writing and executed by duly authorized representatives of each Party.



29. GRIEVANCE REDRESSAL & DISPUTE SETTLEMENT MECHANISM

29.1 Governing Regulations: This Agreement shall be governed by, and is subject to, the rules, regulations, guidelines, and directives as may be framed, issued, or amended from time to time by the Central Government, the Reserve Bank of India (RBI), the Securities and Exchange Board of India (SEBI), and/or any other statutory or competent authority, as applicable.

29.2 Grievance Redressal Mechanism:

- (a) Any queries, concerns, or grievances raised by the Client shall be addressed by the personnel of the Portfolio Manager as identified in the Disclosure Document, in accordance with the grievance redressal mechanism set out in the Disclosure Document and in compliance with all Applicable Laws.
- (b) In the event that the Client is not satisfied with the resolution provided by the Portfolio Manager's personnel, the Client shall have the right to initiate the dispute settlement process as specified in Clause 29.3 below.
- (c) Notwithstanding the foregoing, the Parties shall remain bound by the terms of this Agreement during the pendency of any grievance redressal process, including, but not limited to, the effect of any actions taken in good faith by either Party and any risk or losses arising from standard business practices.

29.3 Dispute Resolution Through Arbitration

- (a) Without prejudice to the provisions of Clause 29.2, any dispute, controversy, or claim arising out of or in connection with this Agreement, including any question regarding its existence, validity, interpretation, performance, or termination, shall be submitted to arbitration in accordance with the Arbitration and Conciliation Act, 1996, including any statutory modifications or re-enactments thereof.
- (b) The Portfolio Manager and the Client shall jointly appoint a sole arbitrator who is mutually agreeable to both Parties. In the event that the Parties fail to agree upon the appointment of a sole arbitrator within a period of fifteen (15) days from the receipt of a notice seeking arbitration, the dispute shall be referred to a panel of three (3) arbitrators. Each Party shall appoint one arbitrator, and the two appointed arbitrators shall appoint a third arbitrator, who shall act as the presiding arbitrator.
- (c) Each Party shall bear its own costs and expenses in relation to the appointment of its arbitrator and the conduct of the arbitration proceedings. The costs and expenses of appointing the presiding arbitrator shall be shared equally by the Parties. (d) The arbitration proceedings shall be conducted in Bangalore, India, and the language of the arbitration shall be English. Without prejudice to anything stated above, the Client can also register its grievance/complaint through SCORES (Sebi Complaints Redress System), post which the complaint will be either routed to the Portfolio Manager or to SEBI, which may

forward the complaint to the Portfolio Manager and the Portfolio Manager will suitably address the same.

29.4 SCORES Complaint Registration

- (a) Without prejudice to the provisions stated above, the Client may also register a grievance or complaint through the SEBI Complaints Redress System ("SCORES"). Upon registration of a complaint through SCORES, such complaint may either be routed directly to the Portfolio Manager or forwarded by SEBI to the Portfolio Manager for appropriate redressal.
- (b) The Portfolio Manager shall address and resolve such complaints in accordance with the procedures laid down under the Applicable Laws and SEBI guidelines.

30. GOVERNING LAW AND JURISDICTION

This Agreement, including its formation, interpretation, performance, and enforcement, shall be governed by, and construed in accordance with, the laws of the Republic of India, without regard to its conflict of laws principles. The parties expressly agree that any disputes, claims, or controversies arising out of, or in connection with, this Agreement, including but not limited to its validity, interpretation, breach, or termination, shall be subject to the exclusive jurisdiction of the competent courts located in Mumbai, Maharashtra, India. The parties hereby irrevocably submit to the jurisdiction of such courts and waive any objection to the laying of venue based on grounds of forum non conveniens or any other jurisdictional challenge.

31. CONFIDENTIALITY

31.1. Obligation of Confidentiality

Each Party (the "Receiving Party") covenants and agrees to maintain in strict confidence any information obtained from the other Party (the "Disclosing Party") that is proprietary, confidential, or would reasonably be perceived as proprietary or confidential in nature (the "Confidential Information"). The Receiving Party shall not, without the prior written consent of the Disclosing Party, disclose or permit the disclosure of such Confidential Information to any third party. This obligation of confidentiality shall not apply to any information that:

- (a) Public Domain: Is or subsequently becomes part of the public domain or generally known or available to the public through no wrongful act or omission of the Receiving Party;
- (b) Prior Knowledge: Was lawfully known to the Receiving Party, without any obligation of confidentiality, prior to disclosure by the Disclosing Party, as evidenced by the Receiving Party's written records;
- (c) Independent Development: Is independently developed by the Receiving Party without reference to or use of the Disclosing Party's Confidential Information;
- (d) Business Necessity: Is required to be disclosed by the Receiving Party in the ordinary course of its business activities, provided that such disclosure is limited to the extent reasonably necessary and that the Receiving Party uses best efforts to ensure the confidentiality of such information: or
- (e) Permitted Disclosure: Is expressly authorized for disclosure in writing by the Disclosing Party. Notwithstanding Clause 31.1 above (i) the Portfolio Manager may disclose any information pertaining to the Client to its agents, brokers, Custodians and any other service providers engaged by the Portfolio Manager for assisting it in providing the portfolio management services hereunder; (ii) each Party may disclose such information as required by Applicable Laws.

31.2. Permitted Disclosures



Notwithstanding Clause 31.1, the following disclosures shall be permitted:

- (a) Service Providers: The Portfolio Manager shall be entitled to disclose any information pertaining to the Client to its authorized agents, brokers, custodians, or any other service providers engaged by the Portfolio Manager in connection with the provision of portfolio management services under this Agreement, provided that such parties are bound by similar obligations of confidentiality;
- (b) Compliance with Law: Each Party may disclose Confidential Information if and to the extent that such disclosure is required by applicable law, regulation, or court order. In such event, the Receiving Party shall, to the extent permissible, promptly notify the Disclosing Party in writing of the obligation to disclose and cooperate with the Disclosing Party in seeking protective measures or other appropriate remedies to limit or prevent such disclosure.

32. NO EXCLUSIVITY

The Client expressly acknowledges and agrees that the services rendered by the Portfolio Manager under this Agreement are not of an exclusive nature. The Portfolio Manager retains the absolute right, at its sole discretion and without incurring any liability or obligation to the Client, to provide identical, similar, or other portfolio management services to any other individual, entity, or client, whether directly or indirectly. Nothing contained herein shall restrict or limit the Portfolio Manager in any manner from managing other portfolios or engaging in any similar transactions, contracts, or agreements with third parties. The Client further agrees that the Portfolio Manager's obligations hereunder shall not be affected or diminished due to the Portfolio Manager providing such services to any other Person or entity.

33. PARTNERSHIP OR AGENCY

Notwithstanding anything to the contrary contained herein, nothing in this Agreement shall be construed or interpreted to constitute or create, directly or indirectly, any form of partnership, association of persons, body of individuals, trust, joint venture, or any other form of taxable or legal entity between the Parties to this Agreement. Furthermore, this Agreement shall not be construed to establish any such similar relationship between the Portfolio Manager and any other client of the Portfolio Manager, arising from any similar or analogous agreements entered into by the Portfolio Manager with such other clients. Each Party shall remain an independent entity, and nothing herein shall be deemed to create any fiduciary relationship, principal-agent relationship, or any relationship of similar nature between the Parties, except as specifically provided herein.

DECLARATION

I/We, the undersigned, hereby solemnly declare, acknowledge, and confirm that I/we have thoroughly read, fully understood, and unequivocally agreed to be bound by the terms, conditions, covenants, and provisions as set forth under Clauses 2 through 33 of this Agreement. Furthermore, I/we acknowledge that these terms and conditions have been explained to my/our satisfaction, and I/we accept all obligations, liabilities, and rights as stipulated therein, without any reservation or limitation.

Applicant	Sole/First Applicant	Second Applicant	Third Applicant
Name			
Signature			

In the presence of Client's Witness Name and Address:

Portfolio Manager / Authorized Signatory

For BugleRock Capital Private Limited

2.

1.



Schedule "A" List of Securities

To, BugleRock Capital Private Limited (formerly known as o3 Securities Private Limited)

Prestige Takt, 1st Floor, 23, Kasturba Road Cross, Bangalore – 560001

Dear Sir,

Following is the list of securities brought in, at the time of the signing of the agreement

Sr No	Name of the Security	ISIN Code	Quantity	Date of Acquisition	Rate of Acquisition (In Rs. Per share)
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
13					
14					
15					
16					
17					
18					
19					
20					
21					
22					
23					
24					
25					_

Note:

- 1. Attach Additional Sheets, if required.
- 2. Not mentioning the acquisition date and rate may result in the computation of capital gains, profit & loss, etc. as erroneous.
- 3. In case the Securities acquisition date and acquisition rate is not indicated, the Portfolio Manager will consider the date of this Agreement & prevailing market value as the relevant acquisition date and rate.
- 4. In the case of the Corpus from the client received in the form of Securities, the same will be valued on the basis of the closing market price of the previous day. (Note: If the valuation of the securities falls below the Minimum Participation Amount as prescribed by SEBI or Portfolio Manager, additional corpus in the form of securities shall be obtained from the client and the same shall be revalued at the closing market price of the previous day or the same shall be obtained in the form of funds.)

Applicant	Sole/First Applicant	Second Applicant	Third Applicant
Name			
Signature			



ANNEXURE "A" FEE SCHEDULE

The Fees and other Charges Levied are as stated below:

No.	Particulars	Basis of Calculations	Frequency of charges
1)	Management		
	Fees		Quarterly
(2)	Performance		
	Fees	% of the alpha (excess returns compared to the	The Performance Fees will be charged annually
		Benchmark). In this context, 'Benchmark' shall be BSE 500	i.e. on financial year end of the portfolio manager
		total return index. The performance of the Benchmark during	i.e. 31st March every year. The returns for the
		the period under consideration will be treated as the hurdle	period from inception date will be annualized and
		rate. Performance Fee payable is calculated on the annualized	the performance fees will be charged in the next
		percentage by which the return beat the hurdle rate on the	financial year end for the client accounts that are
		completion of the portfolio account/ financial year. The	opened during mid year post September
		performance fees for the first year will be charged once the	30.However, if the client terminates the
		hurdle rate is met. The performance fees from the next year	agreement during the year, the returns for the
		will be charged once the hurdle rate is met and by applying	period (from inception date / date of
		the high-water mark principle in the manner illustrated	performance fee charged lately to the termination
		below*.The Performance fee is applicable only on the positive	date) will be annualized and
		returns of the portfolio.	the variable fee will be calculated based on the
			annualized return.
(3)	Exit Load	% of the amount redeemed if the client withdraws within one year	ear from the date of investment
		Upto a maximum of 3% of the amount Redeemed in the	first year ,
		Upto maximum of 2% of the amount redeemed if redee	med In the second year of investment,.
		Maximum upto 1% of the amount redeemed if redeemed in the	ne third year of investment, No exit load After a
		period of three years from the date of investment, no exit lo	ad.
(4)	Other Charges	Such as Auditors' Fees, Transaction charges, Depository charge	s, Custody charges, Sebi charges, Brokerage, Goods
		& Service Tax (GST), SecuritiesTransaction Tax (STT) & Any o	other Incidental or out of pocket expenses etc. upto
		0.50% per annum of the client's average daily assets under man	agement (AUM) The charges for all transactions in a
		financial year(as mentioned above) if through Self or associates	of the Portfolio Manager shall be capped at 20% by
		value per associate per service.	

Applicant	Sole/First Applicant	Second Applicant	Third Applicant
Name			
Signature			

Notes: This computation is for illustrative purpose only depending on the mode of fees charges. Portfolio Managers may suitably modify this to reflect their fees and charges.

Portfolio Manager /Authorized Signatory For BugleRock Capital Private Limited



INCA FEE SCHEDULE

The Fees and other Charges Levied are as stated below:

No.	Particulars	Basis of Calculations	Frequency of charges
1)	Management		Quarterly
	Fees	% p.a of Daily Average portfolio value	
(2)	Performance		
	Fees	Performance Fees will be% of the Alpha (excess	The Performance Fees will assessed on the
		returns over benchmark). For This purpose, the Benchmark	completion of the 12 months from the portfolio
		shall be BSE500 Total Return Index. The Performance of the	activation date , portfolio inception date, or the last
		Benchmark during the evaluation period will serve as hurdle	portfolio rebalancing date, whichever is applicable
		rate. The Performance Fee is calculated based on the	. If the client terminates the agreement within this $% \left(1\right) =\left(1\right) \left(1\right) $
		Annualized percentage by which the portfolio's returns exceed	period, the Performance Fee will be calculated for
		the hurdle rate , and it is assessed upon the completion of 12	the duration from the inception date (or the last
		months from the Portfolio activation date, portfolio inception	Performance fee charge date, as applicable) up to
		date, whichever Is applicable. In the First year, the	the termination date. The returns for this period
		Performance Fee will be charged if the portfolio's return meets	will be annualized, and the corresponding
		or exceeds the hurdle rate. For Subsequent Years, the	Performance fee will be charged proportionately.
		Performance Fee wll be charged if the portfolio's return meets	
		or exceeds the hurdle rate and the portfolio's performance	
		surpasses the high water mark established in previous periods. $ \\$	
		The Performance fee is applicable solely on positive returns	
		generated by the Portfolio.	
(3)	Exit Load	0.50% of the amount redeemed if the client withdraws within or	ne year from the date of investment, and NIL
		Thereafter.	
(4)	Other Charges	Such as Auditors' Fees, Transaction charges, Depository charges	s, Custody charges, Sebi charges, Brokerage, Goods
		& Service Tax (GST), SecuritiesTransaction Tax (STT) & Any o	other Incidental or out of pocket expenses etc. upto
		0.50%per annum of the client's average daily assets under mana	agement (AUM) The charges for all transactions in a
		financial year(as mentioned above) if through Self or associates	of the Portfolio Manager shall be capped at 20%by
		value per associate per service.	

Applicant	Sole/First Applicant	Second Applicant	Third Applicant
Name			
Signature			

Portfolio Manager /Authorized Signatory For BugleRock Capital Private Limited



	Scenario A	Scenario B	Scenario C
Portfolio Return % (Year 1)	-20.00%	0.00%	20.00%
Management fee	1.0%	1.0%	1.0%
Performance fee	25%	25%	25%
Hurdle rate	15%	15%	15%
Capital Contribution (Rs)	50,00,000	50,00,000	50,00,000
(-) Upfront cost and expenses	-	-	-
Assets under Management	50,00,000	50,00,000	50,00,000
Return on portfolio	-10,00,000	-	10,00,000
Gross value of portfolio at year end	40,00,000	50,00,000	60,00,000
(-) Brokerage (at actuals) along with other operating expenses (0.5%)	25,000.0	25,000.0	25,000.0
(-) Management Fees as % of AUM	45,000.0	50,000.0	55,000.0
Total charges during the year	70,000.0	75,000.0	80,000.0
Value of portfolio at year end before performance fees, if applicable	39,30,000.0	49,25,000.0	59,20,000.0
(-) Performance fees at 25% of profits above 15% hurdle rate	-	-	42,500
Net value of portfolio at year end	39,30,000.0	49,25,000.0	58,77,500.0
% change in portfolio after all fees	-21.40%	-1.50%	17.55%

Performance fee calculation	Scenario A	Scenario B	Scenario C
Profit for the year	-10,00,000	-	10,00,000
Expenses for the year	70,000.0	75,000.0	80,000.0
Profit for the year (after expenses)	-10,70,000.0	-75,000.0	9,20,000.0
(-) Minimum profit level (Hurdle rate @15% of initial capital contribution)	7,50,000	7,50,000	7,50,000
Amount on which profit-sharing fees to be calculated	-	-	1,70,000.0
Performance fees @25% of profits	-	-	42,500.0

Notes: This computation is for illustrative purposes only depending on the mode of fees charges. Portfolio Managers may suitably modify this to reflect their fees and charges

Applicant	Sole/First Applicant	Second Applicant	Third Applicant
Name			
Signature			

Portfolio Manager / Authorized Signatory For BugleRock Capital Private Limited



In case of Fixed Fees Structure-

Assumptions		
Capital Contribution (Rs.)	a	50,00,000
Management Fee (%age per annum)	b	2.50%
Other Expenses	с	0.50%
Brokerage and Transaction cost	d	0.20%

Fixed Fee Illustration			Scenario 1	Scenario 2	Scenario 3		
T Med Tee mastration			Gain of 20%	Loss of 20%	No Change		
Capital Contributed / Assets under Management	i	i = a	50,00,000	50,00,000	50,00,000		
Gain / (Loss) on Investment based on the Scenario	ii	ii= i*Scenario	10,00,000	-10,00,000	-		
Gross Value of the Portfolio at the end of the year	iii	iii= I + ii	60,00,000	40,00,000	50,00,000		
Average assets under management		iv= (i + iii) / 2	55,00,000	45,00,000	50,00,000		
Other Expense	v	v= iv x c	-27,500	-22,500	-25,000		
Brokerage and Transaction cost	vi	$vi = (iv \times d)$	-11000	-9000	-10000		
Management Fees	vii	vii = (iv + v + vi) x b	-1,36,538	-1,11,713	-1,24,125		
Total charges during the year		viii = v + vi + vii	1,75,038	1,43,213	1,59,125		
Net value of the Portfolio at the end of the year	ix	ix = iii + viii	58,24,963	38,56,788	48,40,875		
% Portfolio Return	х	x = ((ix - i) / i) %	16.50%	-22.86%	-3.18%		



In case Variable/Performance fees Structure-

Assumptions		
Capital Contribution (Rs.)	a	50,00,000
Management Fee (%age per annum)	b	0.00%
Other Expenses (%age per annum)	С	0.50%
Performance (%age per annum)	d	30.00%
Hurdle Rate of Return (%age per annum)	e	12.00%
Brokerage and Transaction cost	f	0.20%

11-3-23 P 111			Scenario 1	Scenario 2	Scenario 3
Hybrid Fee Illustration			Gain of _20%	Loss of 20%	No Change
Capital Contributed / Assets under Management	i	i = a	50,00,000	50,00,000	50,00,000
Gain / (Loss) on Investment based on the Scenario	ii	ii= i*Scenario	10,00,000	-10,00,000	-
Gross Value of the Portfolio at the end of the year	iii	iii= I + ii	60,00,000	40,00,000	50,00,000
Daily Weighted Average assets under management	iv	iv= (i + iii) / 2	55,00,000	45,00,000	50,00,000
Other Expense	v	v= iv x c	-27,500	-22,500	-25000
Brokerage and Transaction cost	vi	vi= iv x f	-11000	-9000	-10000
Management Fees	vii	vii = (iv + v + vi) x b	0	0	0
Total charges before Performance fee.	viii	viii = v + vi + vii	-38,500	-31,500	-35,000
Gross Value of the Portfolio before Performance fee	ix	ix = iii + viii	59,61,500	39,68,500	49,65,000
High Water Mark Value (HWM) (Capital contributed for 1st year and second year onwards as defined in the PMS agreement.	х		50,00,000	50,00,000	50,00,000
Hurdle Rate of return or as defined in the PMS agreement	xi	xi = i x e	6,00,000	6,00,000	6,00,000
Gross Value of the Portfolio before Performance fee is greater than High Water Mark Value + Hurdle rate of return	xii	xii = ix > (x+xi) then Yes else No P Fees	Yes	No PFee	No PFee
If Yes, proceed to performance fee calculation else 0 (a	zero) pe	erformance fee for	the period)		
Portfolio return subject of Performance Fee	xiii	xiii = ix - x - xi	3,61,500	0	0
Performance fee	xiv	xiv = xiii x d	-1,08,450	0	0
Net value of the Portfolio at the end of the year after all fees and expenses	xv	xv = ix + xiv	58,53,050	39,68,500	49,65,000
% Portfolio Return	xvi	xvi = ((xv - i) / i) %	17.06%	-20.63%	-0.70%
High Water Mark to be carried forward for next year. When performance fee is charged from the portfolio itself.	xvii	xvii = Max (x, xv)	58,53,050	50,00,000	50,00,000
High Water Mark to becarried forward for next year. When performance fee is paid separately by the investor to the PM	xvii	xvii = Max (ix , x)	59,61,500	50,00,000	50,00,000



In case of Hybrid Fees Structure-

Assumptions		
Capital Contribution (Rs.)	a	50,00,000
Management Fee (%age per annum)	b	2.00%
Other Expenses (%age per annum)	С	0.50%
Performance (%age per annum)	d	20.00%
Hurdle Rate of Return (%age per annum)	e	12.00%
Brokerage and Transaction cost	f	0.20%

Hybrid Fee Illustration			Scenario 1	Scenario 2	Scenario 3
			Gain of 20%	Loss of 20%	No Change
Capital Contributed / Assets under Management	i	i = a	50,00,000	50,00,000	50,00,000
Gain / (Loss) on Investment based on the Scenario	ii	ii= i*Scenario	10,00,000	10,00,000	-
Gross Value of the Portfolio at the end of the year	iii	iii= I + ii	60,00,000	40,00,000	50,00,000
Daily Weighted Average assets under management	iv	iv= (i + iii) / 2	55,00,000	45,00,000	50,00,000
Other Expense	v	v= iv x c	-27,500	-22,500	-25,000
Brokerage and Transaction cost	vi	vi= iv x f	-11,000	-9,000	-10,000
Management Fees	vi i	vii = (iv + v + vi) x b	-1,09,230	-89,370	-99,300
Total charges before Performance fee.	viii	viii = v + vi + vii	-1,47,730	-1,20,870	-1,34,300
Gross Value of the Portfolio before Performance fee	ix	ix = iii + viii	58,52,270	38,79,130	48,65,700
High Water Mark Value (HWM) (Capital contributed for 1st year and second year onwards as defined in the PMS agreement.	x		50,00,000	50,00,000	50,00,000
Hurdle Rate of return or as defined in the PMS agreement	xi	xi = i x e	6,00,000	6,00,000	6,00,000
Gross Value of the Portfolio before Performance fee is greater than High Water Mark Value + Hurdle rate of return	xi i	xii = ix > (x+xi) then Yes else No P Fees	Yes	No Pfee	No Pfee
If Y e	es, proceed to	performance fe	e calculation else 0 (zero	o) performance fee for the pe	eriod)
Portfolio return subject of Performance Fee	xiii	xiii = ix - x - xi	2,52,270	0	0
Performance fee	xiv	xiv = xiii x d	-50,454	0	0
Net value of the Portfolio at the end of the year after all fees and expenses	x v	xv = ix + xiv	58,01,816	38,79,130	48,65,700
% Portfolio Return	x vi	xvi = ((xv - i) / i) %	16.04%	-22.42%	-2.69%
High Water Mark to be carried forward for next year. When performance fee is charged from the portfolio itself.	x vii	xvii = Max (x ,xv)	58,01,816	50,00,000	50,00,000
High Water Mark to be carried forward for next year. When performance fee is paid separately by the investor to the PM.	x vii	xvii = Max (ix , x)	58,52,270	50,00,000	50,00,000



<u>Illustrations of Fees charges for Multiple years is as follows:</u>

Assumptions are the illustrations are as below –

		Variables can be changed
Assumptions		
Capital Contribution (Rs.)	a	50,00,000
Management Fee (%age per annum)	b	1.50%
Other Expenses (%age per annum)	С	0.50%
Performance (%age per annum)	d	15.00%
Hurdle Rate of Return (%age per annum)	e	10.00%
Brokerage and Transaction cost	f	0.20%

		1st Yea	r	2 nd Yea	ır	3 rd Year		4 th Yea	r	5 th Year
Particulars		Gain/(Loss)	(20%)	Gain/(Loss)	-30%	Gain/(Loss)	50 %	Gain/(Loss)	25%	Gain/(Loss 5 %
Capital Contributed /Assets under Management	i	50,00,00	00	58,22,6	42	39,67,48	7	58,42,64	·5	70,55,610
Gain / (Loss) on Investment based on the Scenario	ii	10,00,00	00	-17,46,7	92	19,83,74	2	14,60,66	51	3,52,780
Gross Value of the Portfolio at the end of the year	iii	60,00,00	00	40,75,8	50	59,51,23	0	73,03,30)6	74,08,390
Daily Weighted Average assets under management	iv	55,00,00	00	49,49,2	45	49,59,35	6	65,72,97	75	72,32,000
Other Expense	v	-27,500)	-24,74	6	-24,797		-32,865	5	-36,160
Brokerage and Transaction cost	vi	-11,000		-9,898		-9,919		-13,146	5	-14,464
Management Fees	vii	-81,922	2	-73,71	9	-73,869		-97,904	ļ	-1,07,720
Total charges during the year (Sum of v, vi and vii)	viii	-1,20,42	22	-1,08,3	63	-1,08,58	5	-1,43,91	5	-1,58,344
Value of the Portfolio before Performance fee	ix	58,79,57	78	39,67,4	87	58,42,64	5	71,59,39	00	72,50,046
High Water Mark Value (HWM)	х	50,00,00	00	58,79,5	78	58,79,57	8	58,79,57	'8	71,59,390
Hurdle Rate of return	xi	5,00,00	0	5,87,95	58	5,87,958	3	5,87,95	8	7,15,939
Portfolio value in excess of Hurdle Rate Return	xii	3,79,57	8	-25,00,0	50	-6,24,89	1	6,91,85	2	-6,25,281
Profit share of the PMS	xiii	3,79,57	8	0.00		0.00		6,91,85	2	0.00
Profit Share To be taken by PMS	xiv	-56,936	6	0.00		0.00		-1,03,77	7	0.00
Is the Performance Fee charged?	xvi	Yes		No Pfe	e	No Pfee	!	Yes		No Pfee
Net value of the Portfolio at the end of the year after all fees and expenses	xvii	58,22,64	12	39,67,4	87	58,42,64		70,55,61	.0	72,50,046
% Portfolio Return	xviii	16.45%	6	-31.86	%	47.26%)	20.76%	ó	2.76%
High Water Mark to be carried forward for next year	xix	58,79,57	78	58,79,5	78	58,79,57	8	71,59,39	00	72,50,046



FEES & CHARGES SCHEDULE

Terms & Conditions:

- 1) Withdrawals: The withdrawals may be in form of shares or in cash at the end of the agreed period as per the terms & conditions of the Portfolio Management Agreement and are subject to the minimum investment criteria for PMS as specified by SEBI from time to time.
 - i) Withdrawals shall be for a minimum amount of Rs. One Lakh only. (Acceptance/Processing of applications for withdrawal of Assets less than the specified minimum amount shall be at the discretion of the Portfolio Manager). ii) Exit Load will be charged on withdrawals within one year from the date of investment. In case of withdrawals in the form of securities, Exit Load will be charged on the Net Asset Value of the securities withdrawn.
 - iii) No Exit Load will be charged on switch between different investment approaches.
- 2) The Portfolio Manager has the discretion to sell securities held in the client accounts for the recovery of any of the fees charged to the clients account.
 - 3) All fees and charges will be levied on the actual amount of client's asset under management.
 - 4) The Fees and other Charges are subject to revision from time to time with the consent of the Client.
- * Illustration of Benchmark and High Water Mark

A client's initial contribution is Rs. 50,00,000, which then rises to Rs. 52,00,000 in its first year; a performance fee/ profit sharing would be payable on the Rs. 2,00,000 return if such return exceeds the Benchmark based return on hurdle rate. In the next year the portfolio value drops to Rs. 51,00,000 even if such value exceeds the Benchmark based return on hurdle rate, no performance fee would be payable since the high water mark for charging the performance fees was Rs. 52,00,000. If in the third year, the portfolio rises to Rs. 53,00,000 and exceeds the Benchmark based return on hurdle rate, a performance fee/profit sharing would be payable on Rs. 1,00,000 which is portfolio value in excess of the previously achieved high water mark of Rs. 52,00,000, rather than on the full return during that year from Rs. 51,00,000 to Rs. 53,00,000. If in the fourth year, the portfolio rises to Rs. 55,00,000 but does not beat the Benchmark based return-on-hurdle rate, no performance fee-will be charged and the high-water mark for the fifth-year would still be Rs. 53.00.000.

I/We have read, understood and accepted the fee structure mentioned above. (Handwritten by Client)

Applicant	Sole/First Applicant	Second Applicant	Third Applicant
Name			
Signature			

Portfolio Manager / Authorized Signatory For BugleRock Capital Private Limited



Annexure "B"

Conflicts of Interest

The services rendered by the Portfolio Manager will be subject to conflict of interest relating to Buglerock Capital Private Limited (formerly known as o3 Securities Private Limited) as Portfolio Manager and various other affiliates, directors, shareholders, officers and employees of the Portfolio Manager ("Relevant Parties"), which are engaged in a broad spectrum of activities in the financial sector.

Some of the possible conflicts of interest and potential conflicts of interest are outlined below:

- a. The Portfolio Manager and/or any of the Relevant Parties may act as an investment manager/advisor to other clients/alternativ e investment funds/entities under its advisory/management business by identifying, evaluating and recommending investments to its clients. Any conflict arising out of such relationships would be managed by the Portfolio Manager subject to Applicable Laws and SEBI Regulations.
- b. There could be multiple portfolios under the management of Buglerock Capital Private Limited (formerly known as o3 Securities Private Limited) as a Portfolio Manager, thereby presenting possibility of conflict of interest in allocating investment opportunities amongst the various portfolios. The Portfolio Manager will endeavor to resolve any such conflicts in a reasonable manner as it deems fit.
- c. The Portfolio Manager, while managing the funds of the Client, may from time to time, affect transactions in securities in which the Portfolio Manager may have a financial or other business interest.
- d. The Relevant Parties providing services to the Client will have, in addition to their responsibilities for the Client, responsibilities for other companies, projects and clients. Accordingly, they may have conflicts of interest in allocating management time and other resources amongst the Fund and such other projects and clients.
- e. Subject to the SEBI Regulations, the Portfolio Manager may have a commercial or other relationship or agreement with 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 or on behalf of the Client.
- f. The Portfolio Manager may deal on the Client's behalf with any affiliate of the Portfolio Manager as long as the terms are as favourable to the Client as would be ordinarily obtained from a concern which is not an affiliate.
- g. The Portfolio Manager and/or any of the Relevant Parties can act as manager/advisor/arranger to any of the Portfolio Entity/ies, charge fee for the services rendered to them, provide broad range of financial services, from time to time and earn fee in addition to the fee charged to the Client under this Agreement. Any conflict arising out of any such relationship would be managed by the Portfolio Manager subject to Applicable Law and SEBI Regulations.

Conflict of interest would be inherent between the activities of the Portfolio Manager, Portfolio Entity/ies and the Relevant Parties. It is intended for such conflicts to be managed primarily by complying with the Applicable Laws, acting in good faith to develop equitable resolutions of known conflicts and developing policies to reduce the possibilities of such conflict. The Portfolio Manager shall ensure fair treatment to all its clients in case of conflicts of interest.

Applicant	Sole/First Applicant	Second Applicant	Third Applicant
Name			
Signature			



ANNEXURE "C" DISCLOSURE OF INTEREST

Fre	om,						
			_				
			-				
(fo	glerock C rmerly kn	t, 1st Floor 23, k	.imited urities Private Limited), Kasturba Road Cross,				
Sul	b: Declara	tion of Interest in	Body Corporates				
I/W Priv whi	ate Limite ich enable	d) (Portfolio Mar es me/us to obta	folio Management Service nager), hereby declare the ain unpublished price- ser the following securities und	at I/We may be consitive information	onsidered as holo of the following b	Private Limited (formerly known as o3 Soding interest in various entities listed ody corporate/s:	ecurities below
	Sr. No		Name of the Company		Nat	ture of Interest and Conflict	
							_
							\neg
l: l/ a Ir E	shall keep We under ny, of the n case and exchange,	take to intimate I Body Corporate y of the above-m I/We undertake	the event of my being assorted to the event of	of any modification in his are not already li Manager at least fif	n the above-ment sted on the Natio teen days prior to	nal Stock Exchange / Bombay Stock oit / they are being listed.	e, if
b	ehalf unle	ess specified oth	nerwise in writing by me/u	S.			
						the provisions of the SEBI (Prohibition (Prohibition (Prohibition) (Proh	on of
Υ	ours since	erely,					
	Арр	licant	Sole/First Applicant	Secon	d Applicant	Third Applicant	
	Nam	е	Apprount				
	Sign	ature					



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ANNEXURE "D" Risk Factors

General Risk:

- Securities investments are subject to market risk and there is no assurance or guarantee that the objectives of the PMS will be achieved.
- Without prejudice to the above, the past performance of the Portfolio Manager does not indicate its future performance.
- Any act, omission or commission of the Portfolio Manager under the Agreement would be solely at the risk of the Client and the Portfolio Manager will not be
 liable for any act, omission or commission or failure to act save and except in cases of gross negligence, willful default and/or fraud of the Portfolio Manager.
- The Client Portfolio may be affected by settlement periods and transfer procedures.
- The PMS is subject to risk arising out of non-diversification as the Portfolio Manager under its PMS may invest in a particular sector, industry, few/single Portfolio Entity/ies. The performance of the Client Portfolio would depend on the performance of such companies/industries/sectors of the economy.
- If there will be any transactions of purchase and/or sale of securities by Portfolio Manager and employees who are directly involved in investment operations that conflicts with transactions in any of the Client Portfolio, the same shall be disclosed to the Client.
- The group companies of Portfolio Manager may offer services in nature of consultancy, sponsorship etc., which may be in conflict with the activities of portfolio management services.
- The provisions of the Agreement and the principal and returns on the Securities subscribed by the Portfolio Manager may be subject to force majeure and external risks such as war, natural calamities, pandemics, policy changes of local / international markets and such events which are beyond the reasonable control of the Portfolio Manager. Any policy change / technology updates / obsolescence of technology would affect the investments made by the Portfolio Manager.

Other risks arising from the investment objectives, investment strategy, Investment Approach and asset allocation are stated as under:

Risks associated with investments in equity and equity linked securities

- Equity and equity related securities by nature are volatile and prone to price fluctuations on a daily basis due to both macro and micro factors.
- In domestic markets, there may be risks associated with trading volumes, settlement periods and transfer procedures that may restrict liquidity of investments in equity and equity related securities.
- In the event of inordinately low volumes, there may be delays with respect to unwinding the Portfolio and transferring the redemption proceeds.
- The value of the Client Portfolio, may be affected generally by factors affecting securities markets, such as price and volume volatility in the capital markets, interest rates, currency exchange rates, changes in policies of the government, taxation laws or policies of any appropriate authority and other political and economic developments and closure of stock exchanges which may have an adverse bearing on individual securities, a specific sector or all sectors including equity and debt markets. Consequently, the Portfolio valuation may fluctuate and can go up or down.
- In the case of dividend yield portfolios, returns of the Portfolio could depend on the dividend earnings and capital appreciation, if any, from the underlying investments in various dividend yield companies. The dividend earnings of the portfolio may vary from year to year based on the philosophy and other considerations of each of the high dividend yield companies. Further, it should be noted that the actual distribution of dividends and frequency thereof by the high dividend yield companies in future would depend on the quantum of profits available for distribution by each of such companies. Dividend declaration by such companies will be entirely at the discretion of the shareholders of such companies, based on the recommendations of its board of directors. Past track record of dividend distribution may not be treated as indicative of future dividend declarations. Further, the dividend yield stocks may be relatively less liquid as compared to growth stocks.
- Clients may note that a Portfolio Manager's investment decisions may not always be profitable, as actual market movements may be at variance with anticipated trends.
- The liquidity of the Portfolio's investments is inherently restricted by trading volumes in the securities in which it invests.
- While securities that are listed on the stock exchange carry relatively lower liquidity risk, the ability to sell these investments is limited by the overall trading volume on the stock exchanges. Money market securities, while fairly liquid, lack a well-developed secondary market, which may restrict the selling ability of the Portfolio(s) and may lead to the investment(s) incurring losses till the security is finally sold.
- The Portfolio Manager may, subject to authorization by the Client in writing, participate in securities lending. The Portfolio Manager may not be able to sell/lend out securities, which can lead to temporary illiquidity. There are risks inherent in securities lending, including the risk of failure of the other party, in this case the approved intermediary to comply with the terms of the agreement. Such failure can result in a possible loss of rights to the collateral, the inability of the approved intermediary to return the securities deposited by the lender and the possible loss of corporate benefits accruing thereon
- To the extent that the Portfolio will be invested in securities denominated in foreign currencies, the Indian Rupee equivalent of the net assets, distributions and income may be adversely affected by changes in the SEBI Regulations concerning exchange controls or political circumstances as well as the application to it of other restrictions on investment.

Risk factors associated with investments in derivatives

 Derivative products are leveraged instruments and can provide disproportionate gains as well as disproportionate losses to the investor. Execution of such strategies depends upon the ability of the Portfolio Manager to identify such opportunities. Identification and execution of such strategies to be persuaded by the Portfolio Manager involve uncertainty and the decision of the Portfolio Manager may not always be profitable. No assurance can be given that the Portfolio Manager shall be able to identify or execute such strategies.



(Formerly known as o3 Securities Private Limited)

- The risks associated with the use of derivatives are different from or possibly greater than, the risk associated with investing directly in securities and other traditional investments.
- As and when the Portfolio Manager on behalf of Clients would trade in the derivatives market there are risk factors and issues concerning the use of derivatives that the Client should understand. Derivative products are specialized instruments that require investment techniques and risk analysis different from those associated with stocks and bonds. The use of a derivative requires an understanding not only of the underlying instrument but also of the derivative itself. Derivatives require the maintenance of adequate controls to monitor the transactions entered into, the ability to assess the risk that a derivative adds to the portfolio and the ability to forecast price or interest rate movements correctly. There is a possibility that loss may be sustained by the Portfolio as a result of the failure of another party (usually referred as the "counter party") to comply with the terms of the derivatives contract. Other risks in using derivatives include the risk of mispricing or improper valuation of derivatives and the inability of derivatives to correlate perfectly with underlying assets, rates and indices. Thus, derivatives are highly leveraged instruments. Even a small price movement in the underlying security could have a large impact on their value.
- The options buyer's risk is limited to the premium paid, while the risk of an options writer is unlimited. However, the gains of an options writer are limited to the premiums earned.
- The writer of a put option bears the risk of loss if the value of the underlying asset declines below the exercise price. The writer of a call option bears a risk of loss if the value of the underlying asset increases above the exercise price.
- Investments in index futures face the same risk as the investments in a portfolio of shares representing an index. The extent of loss is the same as in the underlying stocks.
- SEBI Regulations has permitted all the Portfolio Managers to participate in the derivatives trading subject to observance of guidelines issued by SEBI in
 this behalf (hereinafter referred to as "Guidelines"). Pursuant to such Guidelines, the portfolio managers may invest in derivatives, for the purposes of
 hedging and portfolio balancing from time to time, as permitted by SEBI, in an attempt to protect the value of the portfolio and enhance the Clients'
 interest.
- Accordingly, the Portfolio Manager may use derivatives instruments like stock / index futures, options on stocks and stock indices, interest rate swaps, forward rate agreements or other such derivative instruments as may be introduced from time to time, as permitted by SEBI. The following information provides a basic idea as to the nature of the derivative instruments proposed to be used by the Portfolio Manager and the benefits and risks attached there with

Index Futures:

Benefits

- Investment in Stock Index Futures can give exposure to the Index without directly buying the individual stocks. Appreciation in Index stocks can be
 effectively captured through investment in Stock Index Futures.
- The Portfolio Manager can sell futures to hedge against market movements effectively without actually selling the stocks it holds.
- The Stock Index Futures are instruments designed to give exposure to the equity market indices. The pricing of an index future is the function of the underlying index and interest rates.
- Illustration:

Spot Index: 16000, 1-month Nifty Future Price on day 1: 16050, Portfolio Manager buys 100 lots, each lot has a nominal value equivalent to 50 units of the underlying index.

Let us say that on the date of settlement, the future price = Closing spot price = 16100. Profits for the Portfolio = (16100-16050)* 50 lots *100 = Rs.2,50,000/-.

Please note that the above example is given for illustration purposes only.

The net impact for the Portfolio will be in terms of the difference between the closing price of the index and cost price (ignoring margins for the sake of simplicity). Thus, it is clear from the example that the profit or loss for the Portfolio will be the difference of the closing price (which can be higher or lower than the purchase price) and the purchase price. The risks associated with index futures are similar to the one with equity investments. Additional risks could be on account of illiquidity of Index Stocks and hence mispricing of the Futures at the time of purchase.

Stock Futures:

Benefits

- Investment in stock futures can give exposure to the stock without directly buying the stocks. Appreciation in stocks can be effectively captured through investment in stock futures.
- The portfolio Manager can sell stock futures to hedge against adverse movements effectively without actually selling the stocks in holds.
- The risk and return payoff of the stock futures is similar to that of an index future as mentioned above.
- Buying Options:

Benefits of call option:

- Buying a call option on a stock or index gives the owner the right, but not the obligation, to buy the underlying stock I index at the
 designated' strike price. Here the downside risks are limited to the premium paid to purchase the option.
- Illustration: For example, if the Portfolio Manager buys a one-month call option on Infosys Technologies at a strike of Rs.1500, the current market price being Rs.1490. The Portfolio Manager will have to pay a premium of say Rs.15 to buy this call. If the stock price goes below Rs.1500 during the tenure of the call, the Portfolio Manager avoids the loss it would have incurred had it straightaway bought the stock instead of the call option. The Portfolio Manager gives up the premium of Rs.15 that has to be paid in order to protect the Portfolio from this probable downside. If the stock goes above Rs.1500, it can exercise its right and own Infosys Technologies at a cost price of Rs.1500, thereby participating in the upside of the stock for such a transaction, the breakeven price will be the sum of strike price and the premium paid, in this case it would be Rs 1490 + Rs 15 = Rs 1505.



Benefits of buying a put option

- Buying a put option on a stock originally held by the buyer gives him/her the right, but not the obligation, to sell the underlying stock at the designated strike price. Here the downside risks are limited to the premium paid to purchase the option.
- Illustration: For example, if the portfolio owns Infosys Technologies and also buys a three-month put option on Infosys Technologies at a strike of Rs.1490, the current market price being say Rs.1500. The Portfolio Manager will have to pay a premium of say Rs.15 to buy this put. If the stock price goes below Rs.1500 during the tenure of the put, the Portfolio Manager can still exercise the put and sell the stock at Rs.1500, avoiding therefore any downside on the stock below Rs.1500. The Portfolio Manager gives up the fixed premium of Rs.15 that has to be paid in order to protect the Portfolio from this probable downside. If the stock goes above Rs.1500, say to Rs.1520, it will not exercise its option. The Portfolio Manager will participate in the upside of the stock, since it can now sell the stock at the prevailing market price of Rs.1520.
- Writing Options

Benefits of writing an option with underlying stock holding (Covered call writing).

- Covered call writing is a strategy where a writer (say the Portfolio Manager) will hold a particular stock and sell in the market a call option on the stock. Here the buyer of the call option now has the right to buy this stock from the writer (the Portfolio Manager) at a particular price which is fixed by the contract (the strike price). The writer receives a premium for selling a call, but if the call option is exercised, he has to sell the underlying stock at the strike price. This is advantageous if the strike price is the level at which the writer wants to exit his holding / book profits. The writer effectively gains a fixed premium in exchange for the probable opportunity loss that comes from giving up any upside if the stock goes up beyond the strike price.
- Illustration: Let us take for example Infosys Technologies, where the Portfolio holds stock, the current market price being Rs.1500. The Portfolio Manager holds the view that the stock should be sold when it reaches Rs.1650. Currently the one month 3000 calls option can be sold at say Rs.150. Selling this call gives the call owner the right to buy from the portfolio, Infosys, at Rs.1650.

Now the Portfolio Manager, by buying/ holding the stock and selling the call, is effectively agreeing to sell Infosys at Rs.1650 when it crosses this price. So, the Portfolio Manager is giving up any possible upside beyond Rs.1650. However, the returns on the Portfolio are higher than what it would have got if it just held the stock and decided to sell it at Rs.1650. This is because the Portfolio Manager, by writing the covered call gets an additional Rs.150 per share of Infosys. In case the price is below Rs. 1650 during the tenure of the call, then it will not be exercised, and the Portfolio Manager will continue to hold the shares. Even in this case the returns are higher than if the Portfolio had just held the stock waiting to sell it at Rs.1650.

Benefits of writing put options with adequate cash holding:

- Writing put options with adequate cash holdings is a strategy where the writer (say, the Portfolio Manager) will have an amount of cash and will sell put options on a stock. This will give the buyer of this put option the right to sell stock to the writer (the Portfolio Manager) at a pre- designated price (the strike price). This strategy gives the put writer a premium, but if the put is exercised, he has to buy the underlying stock at the designated strike price. In this case the writer will have to accept any downside if the stock goes below the exercise price. The writer effectively gains a fixed premium in exchange for giving up the opportunity to buy the stock at levels below the strike price. This is advantageous if the strike price is the level at which the writer wants to buy the stock.
- Illustration: Let us take, for example, the Portfolio Manager wants to buy Infosys Technologies at Rs. 1400, the current price being Rs.1500. Currently the three-month 1400 puts can be sold at say Rs. 100. Writing this put gives the put owner the right to sell to the portfolio, Infosys at Rs. 1400. Now the Portfolio by holding cash and selling the put is agreeing to buy Infosys at Rs. 1400 when it goes below this price. The Portfolio Manager will take on itself any downside if the price goes below Rs. 1400. But the returns on the Portfolio are higher than what it would have got if it just waited till the price reached this level and bought the stock at Rs. 1400, as per its original view. This is because the Portfolio Manager, by writing the put gets an additional Rs.100 per share of Infosys. In case the price stays above Rs.1400 during the tenure of the put, then it will not be exercised, and the Portfolio Manager will continue to hold cash. Even in this case the returns are higher than if the Portfolio had just held cash waiting to buy Infosys at Rs.1400.
- Interest Rate Swaps and Forward Rate Agreements

Benefits

- Bond markets in India are not very liquid. Investors run the risk of illiquidity in such markets. Investing for short-term periods for liquidity purposes has its
 own risks. Investors can benefit if the Portfolio remains in call market for the liquidity and at the same time take advantage of fixed rate by entering a
 swap. It adds certainty to the returns without sacrificing liquidity.
- Illustration: The following are illustrations how derivatives work: Basic

Structure of an Interest Rate Swap



Thus, the tradeoff for the Portfolio Manager will be the difference in call rate and the fixed rate payment and this can vary with the call rates in the market. Please note that the above example is given for illustration purposes only and the actual returns may vary depending on the terms of swap and market conditions

Risks associated with Arbitrage

- Change in premium of the futures price to the stock price: The futures premium tends to expand in bullish market conditions and contract in bearish market conditions. While spreads have historically ranged between 3 6% bps in bullish market conditions, spreads could contract significantly if markets turn sideways to bearish. On the other hand, there is also the potential to lock into a higher premium if markets remain bullish.
- At times where the spread between the futures and the stock price does not result in a yield that exceeds the expected yields from a low risk fixed income
 mutual funds, the capital will be invested in the low risk fixed income mutual fund until spread widen.



- Impact costs: A successful arbitrage strategy requires the execution of the buy and sale of the stock and futures at prices that ensures that the premium is locked in to. However, the impact of the cost of buying in one market and selling in the other will result in this premium getting compressed. While trades are done keeping in mind this impact costs, impact costs could have an adverse impact on returns in times of high market volatility.
- Ad-hoc or additional margins: The returns on the overall portfolio are a function of the proportion of initial capital that is invested in equity and the
 proportion that is kept aside for margin calculations, However, the stock exchange may at any point in time impose additional/ad-hoc margins that would
 require a higher proportion of the portfolio being kept aside for margins. This can potentially dampen the returns on the portfolio.
- Taxation: As per proviso (d) to Section 43(5), a transaction in respect of trading in derivatives shall not be considered as Speculative Transaction
 provided the transaction is carried out electronically on screen based systems through a stock broker or sub-broker or intermediary registered with
 SEBI or by banks or mutual funds on a recognized stock exchange and is supported by time stamped contract note in which the PAN and UIN of the
 investor are mentioned, if applicable.
- Generally, all gains or losses arising from the sale of the futures contract are treated as non-speculative business gains/losses. For investors that can
 classify both the stock and futures gains or losses under a single income head for taxation purposes (e.g. trading gains for an investment company),
 the gains on one leg can be set off against the losses on the other leg. We would advise investors to seek taxation advice from their independent
 financial advisors/accountants before investments are made.

Risks associated with investments in Mutual Fund Securities

- Mutual Funds and securities investments are subject to market risks and there is no assurance or guarantee that the objectives of the Schemes will
 be achieved. The various factors which impact the value of the Scheme's investments include, but are not limited to, fluctuations in markets, interest
 rates, prevailing political and economic environment, changes in government policy, tax laws in various countries, liquidity of the underlying
 instruments, settlement periods, trading volumes, etc.
- As with any securities investment, the Net Asset Value (NAV) of the Units issued under the Schemes can go up or down, depending on the factors and forces affecting the capital markets.
- Past performance of the Sponsors, Asset Management Company (AMC)/Fund does not indicate the future performance of the Schemes of the Fund.
- The Portfolio Manager shall not be responsible for liquidity of the Scheme's investments which at times, be restricted by trading volumes and settlement periods. The time taken by the Scheme for redemption of units may be significant in the event of an inordinately large number of redemption requests or of a restructuring of the Schemes.
- The Portfolio Manager shall not be responsible if the AMC/ Fund does not comply with the provisions of SEBI (Mutual Funds) Regulations, 1996 or any other circular or acts as amended from time to time. The Portfolio Manager shall also not be liable for any changes in the offer document(s)/Scheme Information Document(s) of the scheme(s), which may vary substantially depending on the market risks, general economic and political conditions in India and other countries globally, the monitory and interest policies, inflation, deflation, unanticipated turbulence in interest rates, foreign exchange rates, equity prices or other rates or prices, the performance of the financial markets in India and globally.
- The Portfolio Manager shall not be liable for any default, negligence, lapse error or fraud on the part of the AMC/the Fund.
- While it would be the endeavor of the Portfolio Manager to invest in the schemes in a manner which will seek to maximize returns, the performance of the underlying schemes may vary, which may lead to the returns of this portfolio being adversely impacted.
- The scheme- specific risk factors of each of the underlying schemes become applicable where the Portfolio Manager invests in any underlying scheme. Investors who intend to invest in this portfolio are required to and are deemed to have read and understood the risk factors of the underlying schemes

The Portfolio Manager does not offer any guaranteed or assured returns to the investors.

Risks associated with investments in fixed income securities/products

Some of the common risks associated with investments in fixed income and money market securities are mentioned below. These risks include but are not restricted to:

- Interest Rate Risk: As with all debt securities, changes in interest rates affect the valuation of the portfolios, as the prices of securities generally increase as interest rates decline and generally decrease as interest rates rise. Prices of longer-term securities generally fluctuate more in response to interest rate changes than do shorter-term securities. Interest rate movements in the Indian debt markets can be volatile leading to the possibility of large price movements up or down in debt and money market securities and thereby to possibly large movements in the valuation of portfolios.
- Liquidity or Marketability Risk: This refers to the ease at which a security can be sold at or near its true value. The primary measure of liquidity risk is the spread between the bid price and the offer price quoted by a dealer. Liquidity risk is characteristic of the Indian fixed income market.
- Credit Risk: Credit risk or default risk refers to the risk which may arise due to default on the part of the issuer of fixed income security (i.e. risk that the issuer will be unable to make timely principal and interest payments on the security). Due to this risk, debentures are sold at a yield spread above those offered on treasury securities, which are sovereign obligations and generally considered to be free of credit risk. Normally, the value of a fixed income security will fluctuate depending upon the actual changes in the perceived level of credit risk as well as the actual event of default.
- Reinvestment Risk: Investments in fixed income securities may carry reinvestment risk as interest rates prevailing on the interest or maturity due dates may differ from the original coupon of the bond. Consequently, the proceeds may get invested at a lower rate.
- Rating Risk: Different types of debt securities in which the Client invests may carry different levels and types of risk. Accordingly, the risk may increase or decrease depending upon its investment pattern, for instance corporate bonds carry a higher amount of risk than government securities. Further even among corporate bonds, bonds, which are AA rated, are comparatively riskier than bonds, which are AAA rated.
- **Price Volatility Risk:** Debt securities may also be subject to price volatility due to factors such as changes in interest rates, the general level of market liquidity and market perception of the creditworthiness of the issuer, among others (market risk). The market for these Securities may be less liquid than that for other higher rated or more widely followed Securities.



Investment and Liquidity Risks: There may be no active secondary market for investments of the kind the Portfolio Manager may make for the Client Portfolio. Such investments may be of a medium-to-long term nature. There are a variety of methods by which unlisted investments may be realized, such as the sale of investments on or after listing, or the sale or assignment of investments to joint-venture partners or to third parties subject to relevant approvals. However, there can be no guarantee that such realizations shall be achieved, and the Portfolio's investments may remain illiquid.

Since the Portfolio may only make a limited number of investments, poor performance by one or a few of the investments could severely adversely affect the total returns of the PMS.

Identification of Appropriate Investments: The success of the PMS as a whole depends on the identification and availability of suitable investment opportunities and terms. The availability and terms of investment opportunities will be subject to market conditions, prevailing regulatory conditions in India where the Portfolio Manager may invest, and other factors outside the control of the Portfolio Manager. Therefore, there can be no assurance that appropriate investments will be available to, or identified or selected by, the Portfolio Manager.

Management and Operational risks Reliance on the Portfolio Manager

- The success of the PMS will depend to a large extent upon the ability of the Portfolio Manager to source, select, complete and realize appropriate investments and also reviewing the appropriate investment proposals. The Portfolio Manager shall have considerable latitude in its choice of Portfolio Entities and the structuring of investments. Furthermore, the team members of the Portfolio Manager may change from time to time. The Portfolio Manager relies on one or more key personnel and any change/removal of such key personnel may have a material adverse effect on the returns of the Client.
- The investment decisions made by the Portfolio Manager may not always be profitable.
- Investments made by the Portfolio Manager are subject to risks arising from the investment objectives, Investment Approach, investment strategy and asset allocation.

Exit Load: Client may have to pay a high Exit Load to withdraw the funds/Portfolio (as stipulated in the Agreement with the Client). In addition, they may be restricted / prohibited from transferring any of the interests, rights or obligations with regard to the Portfolio except as may be provided in the Agreement and in the Regulations.

Non-diversification risks: This risk arises when the Portfolio is not sufficiently diversified by investing in a wide variety of instruments.

No Guarantee: Investments in Securities are subject to market risks and the Portfolio Manager does not whatsoever assure or guarantee that the objectives will be achieved in any manner. Further, the value of the Portfolio may increase or decrease depending upon various market forces and factors affecting the capital markets such as delisting of Securities, market closure, relatively small number of scrips accounting for large proportion of trading volume. Consequently, the Portfolio Manager provides no assurance of any guaranteed returns on the Portfolio.

Ongoing risk profiling risk: The Client would be subject to ongoing risk profiling in accordance with the Regulation. If in case during such ongoing risk profiling, it is found that the Client is not suitable for the investments in Securities or doesn't have risk appetite, the Portfolio Manager may terminate the Agreement with the Client.

India-related Risks

Political, economic and social risks: Political instability or changes in the government could adversely affect economic conditions in India generally and the Portfolio Manager's business in particular. The Portfolio Entity's business may be affected by interest rates, changes in government policy, taxation, social and civil unrest and other political, economic or other developments in or affecting India.

Since 1991, successive governments have pursued policies of economic liberalization and financial sector reforms. Nevertheless, the government has traditionally exercised and continues to exercise a significant influence over many aspects of the economy. Moreover, there can be no assurance that such policies will be continued and a change in the government's economic liberalization and deregulation policies in the future could affect business and economic conditions in India and could also adversely affect the Portfolio Manager's financial condition and operations. Future actions of the Indian central government or the respective Indian state governments could have a significant effect on the Indian economy, which could adversely affect private sector companies, market conditions, prices and yields of the Portfolio Entity/ies.

Inflation and rapid fluctuations in inflation rates have had, and may have, negative effects on the economies and securities markets of the Indian economy. International crude oil prices and interest rates will have an important influence on whether economic growth targets in India will be met. Any sharp increases in interest rates and commodity prices, such as crude oil prices, could reactivate inflationary pressures on the local economy and negatively affect the medium-term economic outlook of India.

Many countries have experienced outbreaks of infectious illnesses in recent decades, including severe acute respiratory syndrome and COVID-19. The COVID-19 outbreak has resulted in numerous deaths and the imposition of both local and more widespread "work from home" and other quarantine measures, border closures and other travel restrictions, causing social unrest and commercial disruption on a global scale. The ongoing spread of the COVID-19 has, had, and will continue to have a material adverse impact on portfolio entities, local economies and also the global economy, as cross-border commercial activity and market sentiment are increasingly impacted by the outbreak and government and other measures seeking to contain its spread. Additionally, the Portfolio Manager's operations could be disrupted if any of its member or any of its key personnel contracts the COVID-19 and/or any other infectious disease. Any of the foregoing events could materially and adversely affect the Portfolio Manager's ability to source, manage and divest its investments and its ability to fulfil its investment objectives. Similar consequences may arise with respect to other comparable infectious diseases.

Legal and Tax risks:

Tax risks: Clients/ Investors are subject to a number of risks related to tax matters. In particular, the tax laws relevant to the Client Portfolio are subject to change, and tax liabilities could be incurred by the Clients/ Investors as a result of such a change. The government of India, state governments and other local authorities in India impose various taxes, duties and other levies that could affect the performance of the Portfolio Entities. The tax consequences of an investment in the Portfolio Entities are complex, and the full tax impact of an investment in the Portfolio Entities will depend on circumstances particular to each Client/ Investor. Furthermore, tax laws in relation to the Client Portfolio are subject to change, and tax liabilities could be incurred by the Client as a result of such changes. Alternative tax positions adopted by the income tax authorities could also give rise to incremental tax liabilities in addition to the tax amounts already paid by the Client/Investors. An increase in these taxes, duties or levies, or the imposition of new taxes, duties or levies in the future may have a material adverse effect on the Client Portfolio's profitability.

Bankruptcy of Portfolio Entity: Various laws enacted for the protection of creditors may operate to the detriment of the PMS if it is a creditor of a Portfolio Entity that experience financial difficulty. For example, if a Portfolio Entity becomes insolvent or files for bankruptcy protection, there is a risk that a court may subordinate the Portfolio Investment to other creditors. If the PMS/Client holds equity securities in any Portfolio Entity that becomes insolvent or bankrupt, the risk of subordination of the PMS's/Client's claim increases.

Change in Regulation: Any change in the Regulation and/or other Applicable Laws or any new direction of SEBI may adversely impact the operation of the PMS.



Risk pertaining to Investments

Investment in

Securities/Instruments

- The Client Portfolio may comprise of investment in unlisted securities, fixed income securities, debt securities/products and in the case of such securities, the Portfolio Manager's ability to protect the investment or seek returns or liquidity may be limited.
- In the case of in-specie distribution of the Securities by the Portfolio Manager upon termination or liquidation of the Client Portfolio, the same could consist of such Securities for which there may not be a readily available public market. Further, in such cases the Portfolio Manager may not be able to transfer any of the interests, rights or obligations with respect to such Securities except as may be specifically provided in the agreement with Portfolio Entities. If an in-specie distribution is received by the Client from the Portfolio Manager, the Client may have restrictions on disposal of assets so distributed and consequently may not be able to realize the full value of these assets.
- Some of the Portfolio Entities in which the Portfolio Manager will invest may get their Securities listed on the stock exchange after the investment by the Portfolio Manager. In connection with such listing, the Portfolio Manager may be required to agree not to dispose of its securities in the Portfolio Entity for such period as may be prescribed under the Applicable Law, or there may be certain investments made by the Portfolio Manager which are subject to a statutory period of non-disposal or there may not be enough market liquidity in the security to effect a sale and hence Portfolio Manager may not be able to dispose of such investments prior to completion of such prescribed regulatory tenures and hence may result in illiquidity.
- The Client Portfolio may be invested in listed securities and as such may be subject to the market risk associated with the vagaries of the capital market

The Portfolio Manager may also invest in portfolio entity/ies which are investment vehicles like mutual funds/trusts. Such investments may present greater opportunities for growth but also carry a greater risk than is usually associated with investments in listed securities or in the securities of established companies, which often have a historical record of performance. Provided investments in mutual funds shall be through direct plans only

Specific Risk factors pertaining to co-investment portfolio management services

- a. Investments made by the Portfolio Manager are subject to risks arising from the investment objectives, investment approach, investment strategy and asset allocation.
- b. Exit Constraints: Client may be restricted / prohibited from transferring any of the interests, rights or obligations with regard to the Portfolio except as may be provided in the Agreement and in the Regulations.
- c. Non-diversification risks: This risk arises when the Portfolio is not sufficiently diversified by investing in a wide variety of instruments.
- d. No Guarantee: Investments in Securities are subject to market risks and the Portfolio Manager does not whatsoever assure or guarantee that the objectives will be achieved in any manner.
- e. Ongoing risk profiling risk: The Client would be subject to ongoing risk profiling in accordance with the Regulation. If in case during such ongoing risk profiling, it is found that the Client is not suitable for the investments in Securities or doesn't have risk appetite, the Portfolio Manager may terminate the Agreement with the Client.

f. Risks associated with investments in private companies

Investments will be made primarily in equity and equity linked capital of privately held companies. Generally, very little public information exists about these companies, and the Client will be required to rely on the ability of the Portfolio Manager to obtain adequate information to evaluate the potential returns from investing in these companies. If all material information about these companies is not procured, the Portfolio Manager may not make a fully informed investment decision, and the Client may lose money on such investments. Also, privately held companies frequently have less diverse product lines and a smaller market presence than larger competitors. Thus, they are generally more vulnerable to economic downturns and may experience substantial variations in operating results. These factors could affect the Client's investment returns.

In addition, success depends, in large part, upon the abilities of the key management personnel of the portfolio entities, who are responsible for the day-to-day operations of the portfolio entities. Competition for qualified personnel is intense at any stage of a company's development. The loss of one or more key managers can hinder or delay a company's implementation of its business plan and harm its financial condition. The portfolio entities may not be able to attract and retain qualified managers and personnel. Any inability to do so may negatively affect the Client's investment returns.

Epidemics and Other Health Risks

A pandemic, epidemic or other public health crisis could adversely impact Portfolio Manager and its portfolio companies. In December 2019, an initial outbreak of the 2019-nCoV (COVID-19) was reported in Hubei, China. Since then, a large and growing number of cases have subsequently been confirmed around the world, including India. The COVID-19 outbreak has resulted in numerous deaths and the imposition of both local and more widespread "work from home" and other quarantine measures, border closures and other travel restrictions, causing social unrest and commercial disruption on a global scale. The World Health Organization has declared the COVID-19 outbreak a global pandemic.

The ongoing spread of the COVID-19 has had, and may continue to have, a material adverse impact on portfolio companies, local economies in the affected jurisdictions and also on the global economy, as cross-border commercial activity and market sentiment are increasingly impacted by the outbreak and government and other measures seeking to contain its spread. In addition to these developments having adverse consequences for the portfolio companies and other issuers in or through which the Client invests and the value of the Client's investments therein, the operations of the Portfolio Manager have been, and could continue to be, adversely impacted, including through quarantine measures, business closures and suspensions, travel restrictions and health issues impacting key personnel or service providers of Portfolio Manager. Any of the foregoing events could materially and adversely affect the Portfolio Manager's ability to source, manage and divest its investments and its ability to fulfil its investment objectives. Similar consequences may arise with respect to other comparable infectious diseases.

The outbreak of COVID-19 has contributed to, and could continue to contribute to, volatility in financial markets. It has also had a material and negative impact on certain economic fundamentals and consumer confidence, and on many companies. No assurance can be given as to the long-term effect of these events on the value of the Client's investments. The impact of a public health crisis such as COVID-19 (or any future pandemic, epidemic or other outbreak of a contagious disease) is difficult to predict, which presents material uncertainty and risk with respect to the performance of the Portfolio Manager.



INVESTMENT RESTRICTIONS

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Buglerock Capital Private Limited (formerly known as o3 Securities Private Limited), Prestige Takt, 1st Floor 23, Kasturba Road Cross, Bangalore – 560001

Sub: : Investment in Discretionary Portfolio Management Services

Dear Sir,

With reference to the Discretionary Portfolio Management Services Agreement entered with you, We request not to effect any of my our investments in any of the companies indicated below and or in any of the companies belonging to the industry (ies) as mentioned below:

Sr. No.	Name of the Company / Name of the Industry

Yours Truly

Applicant	Sole/First Applicant	Second Applicant	Third Applicant
Name			
Signature			



POWER OF ATTORNEY

TO ALL TO WHOM THE	SE PRESENTS SHALL COME I / WE	, ,	
S/o, D/o, W/o		residing at	
	and I/we	S/o, D/o, W/o	residing at _
and I/we,	S/o, l	D/o, W/ores	siding at
company registered shall, unless repugnal	under the Companies Act, [1956/ nt to the meaning or context thereof	/limited liability partnership registered under 2013] / trust/ partnership firm / HUF hereinafter ref, be deemed to mean and include their respective tte, limited liability partnership, partnership, trus	eferred to as the 'Client' which expression heirs, executors and administrators) son /
, Director /	Partner/ Trustee/ Karta (not	applicable to individual clients) residing	ng at / having registered office
WHEREAS:			
Limited), a compa Kasturba Road C Bangalore — 560 requires, be deen and operate the to appoint agents any of the functio any of the functio enable such perfi B. I/We hereby confir with or to be owne to act and provide I/We, the Client, v Authorize the said to be the Client's I the Agreement in a To appoint, remov Manager may de delegate to such	any incorporated under the provision any incorporated under the provision and the pr	nt of the One part and Buglerock Capital Private Lons of the Companies Act, 2013 and having its reaka India and Corporate Office Address at Prest referred to as the "Portfolio Manager" which essigns), the Client appointed the Portfolio Manageth, and under the instructions of the Client. The Poproviders or other persons as the Portfolio Managempowered / obligated to perform and to delegate the lanager and provide such instructions as the Portfolio Manager and provide such instructions as the Portfolio Manager on behalf of the Client (subject to Applica the funds and securities of the Client in accordance with securities Power of Attorney do hereby [jointly and severally any of the officers, agent or service provider, author of the following acts, deeds and things in relation to the control of the functions given by the Client to the Portfolio Manager of the functions which the Portfolio Manager power to perform any of the functions to be perioded and the portfolio Manager manager to the perform any of the functions to be perioded as the Portfolio Manager manager to the perform any of the functions to be perioded as the Portfolio Manager manager to the perform any of the functions to be perioded as the Portfolio Manager manager the perform any of the functions to be perioded as the Portfolio Manager manager the performance of the Portfolio Manager manager the Portfolio	egistered office at Prestige Takt, 1st Floor 23, ige Takt, 1st Floor 23, Kasturba Road Cross, expression shall, unless the context otherwise ger on a discretionary basis to manage, invest ortfolio Manager shall however, have the power ger may deem fit from time to time to perform to such persons the authority/power to perform lio Manager may deem fit from time to time to acquired or dealt with or to be owned, or dealt ble Laws) and the Portfolio Manager agrees the powers set out herein:
2. To take investmen	nt/divestment decisions in respect of	the Client's funds and portfolio of assets.	
3. To appoint nomina	ate or engage any broker and/or age	nt for effecting purchase, sale and transfer of the S	Securities
listed or traded of bonds and deben	n a recognized stock exchange in Ir tures or any other securities as spe	ent, in accordance with the instructions given by the dia or overseas (subject to applicable laws), monorified by SEBI from time to time and such other solutions, 2020 and to represent the Client in all	ey market instruments, units of mutual funds, ecurities permissible under the Securities and
now standing in t	he name of the Client or to be he	y Securities under the instructions of the Client; to streafter acquired and to sign and execute all transary for the purpose of acquiring or transferring or streams.	sfer deeds, forms, applications or such other
6. To renounce and service and hold service.		rms in respect of the Securities offered on a right, ac	dditional, preferential or other basis and to
Applicant	Sole/First Applicant	Second Applicant	Third Applicant
Name			
Signature			



- To make application(s) to companies or corporate bodies for splitting, consolidation, redemption, conversion of the Securities under the instructions of 7.
- 8. To represent the Client before any authority, official or agency of the government of India or state government or any bank, company, corporation, stock exchange, SEBI or any other authority in respect of the Securities.
- To give or be a party to the notice for calling an extraordinary general meeting of any company on requisition. 9
- To attend, vote, represent or otherwise act as the attorney or proxy at meetings of the members, shareholders, creditors, debenture holders of 10 any company or body corporate in which shares, debentures or deposits are acquired or held pursuant to these presents.
- 11
- To open and to operate Depository Accounts to keep the Securities acquired to these presents.

 To open and to operate bank accounts in the name of the Client to these presents. These accounts will be solely operated by the Portfolio Manager and/or the Custodian / service provider to the exclusion of the Client and the Client hereby confirms, ratifies that it shall not exercise any right in relation to operation of the accounts till the revocation of this Power of Attorney
- To collect and receive all interest and dividends due on all or any Securities; to represent for payment and collect the amount payable upon all Securities which may mature or be called, redeemed or retired or otherwise become payable; and to take all necessary actions including signing of all necessary applications and other documents.
- To deposit the monies with the bank and to deposit all interest, dividends or profits in an account, and to make such debits in the said account as may be necessary and in particular for purchase, acquisition of the Securities, making payments to broker / issuers for the same and also for the service charge for all / any type of services to be provided by the bank / any other person authorised by the bank / Client / Portfolio Manager to the Client in relation thereto / hereunder and for that purpose to open a current account or such other account with the bank.
- To demand, sue for, recover, receive and give good effectual receipt(s) and discharge(s) for all and any Securities, certificates in respect thereof, dividends, redemption, interest, bonuses or any other sum(s) and/or income accruing from the Securities and to sign and endorse pay orders, 15. dividends or interest warrants or certificates, which are now or at any time may be due or payable and belong to the Client.
- In all matters relating to the Securities to commence or defend, carry on, prosecute or compromise any action, suit, petition, arbitration or other legal proceeding for recovering payment, transfer or delivery thereof, and for that purpose to sign, verify, declare or affirm all plaints, petitions, written statements, affidavits and applications and to engage solicitors and advocates and to settle and pay their fees.
- For the purposes aforesaid or any of them to sign any contract, agreement, transfer, acceptance, receipt, acquittance, document and form and other writing and do all lawful acts requisite for effecting the same.
- 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.
- To make such declarations, as may be required under Applicable Laws, being in force from time to time.

IN WITNESS WHEREOF the Client has caused this Power of Attorney to be executed at

To open and to operate bank accounts in the name of the Client to these presents. These accounts will be solely operated by the Portfolio Manager 20. and/or the Custodian / service provider to the exclusion of the Client and the Client hereby confirms, ratifies that it shall not exercise any right in relation to operation of the accounts till the revocation of this Power of Attorney.

This Power of Attorney will be in full force and effect till it is specifically revoked by the Client and 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 in the premises by virtue of these presents, including in such ratification and confirmation whatever shall be done between the time of the revocation by any other means of these presents and the time of such revocation becoming known to the Portfolio Manager.

And I/We, hereby confirm, that pursuant to the Agreement, I/We have empowered the Portfolio Manager to inter-alia instruct the service providers from time to time in respect of the exercise of powers under this Power of Attorney and under the Agreement. And I/We confirm that all actions by the Portfolio Manager pursuant to the said Power of Attorney shall be binding on me / us and our heirs, executors, administrators, successors and assigns as though such actions had been carried out by us directly.

And I/We do hereby confirm that all the powers hereby conferred may be exercised by any officers or managers of the said attorney who are duly authorised by the directors of the said attorney by name and / or designation from time to time and acting for and in the name of the Portfolio Manager.

And I/We further agree to indemnify and keep indemnified and hold harmless the Portfolio Manager and its officers, directors, shareholders, employees, agents and any other delegates from any and all costs, liabilities and expenses resulting directly or indirectly from all lawful actions done on Client's behalf.

Applicant	Sole/First Applicant	Second Applicant	Third Applicant
lame			
Signature			

In the presence of Client's Witness Name and Address:

__day of __

Portfolio Manager authorized signatory

For BugleRock Capital Private Limited

1

2.

on the

Notary



Signature

	NOMINATION FO	ORM	
		Date	://
Investment Approach Name:			
Client Code			
/We do hereby nominate the person's more /We also understand that all payments and ortfolio Manager.			
Nomination Details	NOMINEE 1	NOMINEE 2	NOMINEE 3
Name of Nominee			
Relationship with First Applicant			
Allocation %			
Proof of Identity / PAN No.			
Nominee Address			
Nominee Email			
Nominee Mobile			
Date of Birth (In case of Minor)			
Relationship with the Guardian			
Name of Guardian (In case of Minor)			
Guardian Address			
Guardian Contact Number			
Guardian PAN / Proof of Identity			

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Name of Witness

Address of Witness

Guardian Date of Birth
Guardian Email

Details of Witness



Nomination Declaration

- I. Applicants may nominate up to **three (3) individuals** who shall have all rights, including **beneficial ownership and entitlement to any money payable** concerning the portfolio, in the event of the demise of the portfolio holder(s). The nomination shall be subject to **due diligence and verification** of valid nominee documents by the Portfolio Manager.
- II. A minor may be appointed as a nominee. However, in such cases, the applicant must provide the name and address of the guardian for the minor nominee.
- III. If the portfolio is held in a single name, the guardian appointed for the minor nominee must not be the applicant themselves but rather another competent individual.
- IV. Nomination can be made only by individual applicants who are applying for or holding units either singly or jointly.
- V. The nomination can be made in favor of one or more individuals.
- VI. Power of Attorney (PoA) holders are not permitted to sign the nomination form on behalf of the applicant.
- VII. The following entities cannot be designated as nominees:
 - Trusts, except for religious or charitable trusts.
 - Societies, bodies corporate, partnership firms, Hindu Undivided Family (HUF) Karta, or any other non-individual entity.
 - Power of Attorney holders.
- VIII. A Non-Resident Indian (NRI) may be nominated, subject to compliance with prevailing exchange control regulations and other applicable legal requirements.
- IX. Upon the closure of the PMS account, the nomination shall automatically stand rescinded.
- X. Similarly, in the case of securities, the nomination shall be terminated upon their transfer in favor of the designated nominee(s), which shall constitute a valid discharge of liability by the Portfolio Manager against any legal heirs.
- XI. In the event of a dispute between the nominee(s) and the legal heirs/successors of the applicant, the Portfolio Manager shall be deemed to have fulfilled its obligations once the designated nominee(s) receive the monetary proceeds and/or securities standing to the credit of the portfolio.
- XII. If a nominee predeceases the applicant, the nomination shall automatically stand cancelled.
- XIII. In such cases, the applicant shall be required to appoint a new nominee(s).
- XIV. The Portfolio Manager reserves the absolute right to reject any nomination request if the nomination form is incomplete or does not meet the required criteria.
- XV. Once the securities and/or any monetary amounts credited to the portfolio are transferred to the designated nominee(s) or legal heirs, such a transfer shall be considered a full and final discharge of all liabilities by the Portfolio Manager.
- XVI. If a nominee is required for a depository account, the nominee(s) designated for the PMS account should ideally be the same nominee(s) for the depository account, wherever applicable.

Sole/First Applicant	Second Applicant	Third Applicant
	Sole/First Applicant	Sole/First Applicant Second Applicant

^{*} Signature of witness, along with name and address is required if the account holder affixes thumb impression, instead of signature. Note: This nomination shall supersede any prior nomination made by the account holder(s), if any.

Declaration form for opting out of Nomination

appointment of nominee and further a submit all the requisite documents / ii	We hereby confirm that , I / We do not wish to appoint any nominee in my account and understand the issues involved in non – pointment of nominee and further are aware that in case of death of all account holder(s) , my / our legal heirs would need to bmit all the requisite documents / information for claiming the assets held in my/our Account , which may also include documents used by Court or other such competent authority, based on the value of the assets held in the Account				
Name and Signature(s) of the account holder(s)*					
(FIRST HOLDER)	(SECOND HOLDER)	(THIRD HOLDER)			



Mobile Number and Email Id Declaration

(formerly kr Prestige Tak Bangalore –	apital Private Limited nown as o3 Securities Private kt, 1st Floor, 23, Kasturba Ro 560001, Karnataka, India	•	Date://				
Dear Sir,							
	Sub: Mobile Number and Email Id Declaration						
In this connection, I/we hereby declare as detailed below for the mobile number and email id belongs to:							
	First/Sole Holder Name	Second Holder Name	Third Holder Name				
Email Id							
5.1	0.15	0.16	2.15				
Belongs to	□ Self	□ Self	□ Self				
	□ Spouse	□ Spouse	□ Spouse				
	□ Dependent Children	Dependent Children	Dependent Children Dependent Parents				
	□ Dependent Parents	□ Dependent Parents	□ Dependent Parents				
	□ Depending Siblings	□ Depending Siblings	Depending Siblings				
	First/Sole Holder Name	Second Holder Name	Third Holder Name				
Mobile No							
Belongs to	□ Self	□ Self	□ Self				
	□ Spouse	□ Spouse	□ Spouse				
	□ Dependent Children	□ Dependent Children	□ Dependent Children				
	□ Dependent Parents	□ Dependent Parents	□ Dependent Parents				
	□ Depending Siblings	□ Depending Siblings	□ Depending Siblings				
Yours faithfu	ılly,						
Signature(s) Sole / First Holder	Second holder	Third Holder				



Account Opening Form Checklist - BCPL

<u>Client N</u>	lame:					
nvestn	nent Approach Name:					
Activat	ion Date:					
Sr No	Particular		Maker [✓]	Checker [✓]		
			raner [v]	encener [v]		
1	Check KYC Form is completely fi					
2	Check Franking Date in Agreeme					
3	Check Agreement Date valid within 6 months of Franking date					
4	Check activation date should be after agreement & Franking date but within 6 month of Franking date in agreement					
5	Check Witness signature & name					
6	Schedule "A" Corpus Details Completely Filled					
7	Check Franking Date in POA valid within 6 month					
8	Check POA Date valid within 6 months of Franking date					
9	Check activation date should be after POA & Franking date but within 6 month of Franking date in POA					
10	Check witness signature & name					
11	Check POA Notarized					
12	Fees option properly tick and ma					
13	Fees Illustration written by clien					
14	Check Authorized Signatory signed the agreement					
			1			
RM Na	me					
RM Sig	gnature					
Check	er Name					
Check	er Signature					

