

Individual Account Opening Form

GEPL CAPITAL PVT LTD
 D-21, Dhanraj Mahal,
 C.S.M. Marg, Colaba, Mumbai - 400001.
 Tel: + (022) 66182400 Fax: + (022) 2204 3452
 Email: pms@geplcapital.com
 SEBI Registration No INP000002908

Form No:

Date:

Login ID: _____

Branch: _____

Introducer: _____

Relationship Manager: _____

Marketing Executive: _____

Photo
Please Sign
across the
photograph

1. All columns are to be filled in by the clients and copies of relevant supporting documents need to be attached by the clients. (This information is the sole property of the portfolio manager and would not be disclosed to anyone unless required by law or except with the express permission of clients)

(A) PERSONAL DETAILS (PLEASE FILL DETAILS IN

BLOCK LETTERS) 3 Individual

• Sole/First Holder's Name	(First Name) (Middle Name) (Last Name)		
• Father/Husband's Name	(First Name) (Middle Name) (Last Name)		
3 Sole Proprietorship			
• Name of the firm			
• Name of Proprietor	(First Name) (Middle Name) (Last Name)		
PAN :	<input type="text"/>		
(1) Date of Birth	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> (dd-mm-yyyy)		
(2) Sex :	<input type="checkbox"/> Male <input type="checkbox"/> Female (3) Marital Status: <input type="checkbox"/> Single <input type="checkbox"/> Married		
(4) Email ID:			
(5) Residence Address			
	City	Pin Code	<input type="text"/>
	State:	Country:	Tel.: Mobile :
(6) Correspondence Address :			
	City	Pin Code	<input type="text"/>
	State:	Country:	Tel.: Mobile :
Joint Holder : Second Holder Details			
• Sole/First Holder's Name	(First Name) (Middle Name) (Last Name)		
• Father/Husband's Name			
Permanent Address :			
	PAN	<input type="text"/>	Date of Birth
		<input type="text"/>	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>
First holder details			
(7) If employed :			
(a) Name & Address of the employer			

(8) Occupation	<input type="checkbox"/> Salaried <input type="checkbox"/> Self Employed <input type="checkbox"/> Business <input type="checkbox"/> Professional <input type="checkbox"/> House-Wife <input type="checkbox"/> Others
(9) Residential Status:	<input type="checkbox"/> Resident <input type="checkbox"/> Non Resident <input type="checkbox"/> Others
(10) Nationality:	
(B) FINANCIAL DETAILS	Average Annual Income <input type="checkbox"/> Below Rs 1 Lac <input type="checkbox"/> Rs 1 Lac – Rs 5 Lacs
	<input type="checkbox"/> Rs 5 Lacs-Rs 10 Lacs <input type="checkbox"/> Rs 10 Lacs –Rs 25 Lacs <input type="checkbox"/> Above Rs 25 Lacs
	PAN:
(C) INVESTMENT/TRADING DETAILS	
	Investment Profile
(a) Investment Exp with Securities in the past yrs	
(b) Risk Tolerance:	<input type="checkbox"/> Low <input type="checkbox"/> Medium <input type="checkbox"/> High
(c) Expected Time Period of Investment with GEPL CAPITAL PVT LTD	yrs
Requirement of Systematic Withdrawal Plan:	Monthly/Quarterly/Half Yrly/Yrly
Investment Goal:	<input type="checkbox"/> Capital Appreciation <input type="checkbox"/> Regular Income <input type="checkbox"/> Both
Investment Objective:	<input type="checkbox"/> Equity <input type="checkbox"/> Debt <input type="checkbox"/> %
	<input type="checkbox"/> Equity <input type="checkbox"/> Debt <input type="checkbox"/> Others
(D) BANK & DEPOSITORY ACCOUNT DETAILS	
Bank Name & Branch	
Address	
	City Pin Code: <input type="text"/>
	Tel.: Mobile :
A/c type No	Savings <input type="checkbox"/> <input type="checkbox"/> NRE <input type="checkbox"/> NRO <input type="checkbox"/>
MICR No.	<input type="text"/> NEFT Code <input type="text"/>
Bank A/c No.	<input type="text"/>
(Copy of a canceled Cheque leaf/pass book/bank statement containing name of the constituent should be submitted)	
	DP ID <input type="text"/> Client ID <input type="text"/>
Depository:	<input type="checkbox"/> NSDL <input type="checkbox"/> CDSL DP Name:
DP Address	
(E) DETAILS OF CLIENT/EMPLOYEE, IF ANY	

Name of Introducer

Existing Client Code (if introducer is registered client)

I/We hereby declare that all the information and particulars given by me/us in this application are true to the best of my/our knowledge and belief. I/We agree to immediately inform you if there is any change in any of the information given in this application or in the Annexure(s) to this application. I/We also declare and agree that if any of the above statements are found to be incorrect or false or any information or particulars have been suppressed or omitted there from, I/We am/are liable to be debarred from availing the Portfolio Management services. I/We also agree to furnish such further information as you/SEBI may require from me/us from time to time and I/We agree that if I/We fail to give such information, you shall have the right to cancel my / our registration and you or SEBI shall have the right to debar me/us from acting as PMS client

NOMINATION
(In Case of Individuals only)

I/We wish to make a nomination and do hereby nominate the following person in whom all rights of transfer of funds and /or securities payable in respect of the portfolio management services agreement with the GEPL CAPITAL PVT LTD shall vest in the event of my/our/minor's death.

Name of the Nominee : _____

Relationship with the applicant (if any) : _____

Guardian's name (if Nominee is minor) : _____

ResidenceAddress (Nominee) : _____

City _____ Pincode

ResidenceAddress (Guardian) : _____

City _____ Pincode

Date of Birth of Nominee / Minor (dd-mm-yyyy)



First Holder



Second Holder

Witnesses for the nomination

1) Name: _____ 2) Name: _____

Address: _____ Address: _____

x

x

Date :

Place :

Non Individual Account Opening Form

GEPL CAPITAL PVT LTD
D-21, Dhanraj Mahal,
C.S.M. Marg, Colaba, Mumbai - 400001.
Tel: + (022) 66182400 Fax: + (022) 2204 3452
Email: pms@geplcapital.com
SEBI Registration No INP000002908

(A) ORGANISATION DETAILS (PLEASE FILL DETAILS IN BLOCK LETTERS)

• Name of the Company/Firm		
• Type of Entry	<input type="checkbox"/> Corporate <input type="checkbox"/> Partnership <input type="checkbox"/> Associate of Persons (AOP) Body of Individuals (BOI) <input type="checkbox"/> Trust <input type="checkbox"/> Club/Society <input type="checkbox"/> Other (Please specify)	
(1) Date of Incorporation :	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> (dd-mm-yyyy)	
(2) Date of Commencement of Business:	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>	
(3) Email ID: (Please write in Capital Letters only)		
(4) PAN	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>	
(5) Registration No. with ROC/ROS:	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>	
(6) Nature of Business	<input type="checkbox"/> Manufacturing <input type="checkbox"/> Service Industry <input type="checkbox"/> Trading Firm	
	<input type="checkbox"/> Other (Please Specify)	
(7) Registered office Address		
	City: <input type="text"/>	Pin Code: <input type="text"/>
	State: <input type="text"/>	Country: <input type="text"/>
	Tel.: <input type="text"/>	Fax: <input type="text"/>



(First Holder)



(Second Holder)

(8) Correspondence Office Address		
	City :	Pin Code:
	State:	Country:
	Tel.:	Fax:
(9) Residential Status:	<input type="checkbox"/> Resident	<input type="checkbox"/> Non Resident
(10) Nationality:		

(B) FINANCIAL DETAILS

Net Worth

Net Worth (Certified by C. A. Rs. _____ as on date _____ (Excluding Revaluation Reserve).

Current Market Value of Portfolio

<input type="checkbox"/>	Below Rs 1 Lac	<input type="checkbox"/>	Rs 1 Lac – Rs 5 Lacs
<input type="checkbox"/>	Rs 5 Lacs-Rs 10 Lacs	<input type="checkbox"/>	Rs 10 Lacs –Rs 25 Lacs
<input type="checkbox"/>	Above Rs 25 Lacs		

(C) BANK & DEPOSITORY ACCOUNT DETAILS

Bank Name & Branch

Address

City Pin Code Tel.:

A/c type No

- - - Others

MICR No.

<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
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NEFT Code

<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
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Bank A/c No.

<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
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(Copy of a canceled Cheque leaf/pass book/bank statement containing name of the constituent should be submitted)

DP ID Client ID

Depository:

NSDL CDSL

DP Name

DP Address

(DP proof should be submitted)

(D) DETAILS OF CLIENT/EMPLOYEE, IF ANY

Name of Introducer

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Existing Client Code (if introducer is registered client)

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I/We hereby declare that all the information and particulars given by me/us in this application are true to the best of my/our knowledge and belief. I/We agree to immediately inform you if there is any change in any of the information given in this application or in the Annexure(s) to this application. I/We also declare and agree that if any of the above statements are found to be incorrect or false or any information or particulars have been suppressed or omitted there from, I/We am/are liable to be debarred from availing the Portfolio Management services. I/We also agree to furnish such further information as you/SEBI may require from me/us from time to time and I/We agree that if I/We fail to give such information, you shall have the right to cancel my /our registration and you or SEBI shall have the right to debar me/us from acting as PMS client.

Annexure E (1)

Photographs of Promoter/Partner/Karta/Director/Whole Time Director/Authorised Person holding 5% or more, either directly or indirectly, in the shareholding of the company and of persons authorized to deal in securities.

Name						Sign across photograph excluding face (Stamp)
Address						
Telephone No.		Mobile No.	<input type="text"/>	<input type="text"/>	<input type="text"/>	
Annual Income (INR)	< 1 LAC	1- 5 LACS	5- 10 LACS	10- 25 LACS	> 25 LACS	
Income Tax PAN No.						
	Promoter/Partner/Karta/Director/Whole Time Director/Authorised Person					

G

Name						Sign across photograph excluding face (Stamp)
Address						
Telephone No.		Mobile No.	<input type="text"/>	<input type="text"/>	<input type="text"/>	
Annual Income (INR)	< 1 LAC	1- 5 LACS	5- 10 LACS	10- 25 LACS	> 25 LACS	
Income Tax PAN No.						
	Promoter/Partner/Director/Whole Time Director/Authorised Person					

G

Name						Sign across photograph excluding face (Stamp)
Address						
Telephone No.		Mobile No.	<input type="text"/>	<input type="text"/>	<input type="text"/>	
Annual Income (INR)	< 1 LAC	1- 5 LACS	5- 10 LACS	10- 25 LACS	> 25 LACS	
Income Tax PAN No.						
	Promoter/Partner/Director/Whole Time Director/Authorised Person					

G

Name						Sign across photograph excluding face (Stamp)
Address						
Telephone No.		Mobile No.	<input type="text"/>	<input type="text"/>	<input type="text"/>	
Annual Income (INR)	< 1 LAC	1- 5 LACS	5- 10 LACS	10- 25 LACS	> 25 LACS	
Income Tax PAN No.						
	Promoter/Partner/Director/Whole Time Director/Authorised Person					



G

Name						Sign across photograph excluding face (Stamp)
Address						
Telephone No.		Mobile No.	<input type="text"/>	<input type="text"/>	<input type="text"/>	
Annual Income (INR)	< 1 LAC	1- 5 LACS	5- 10 LACS	10- 25 LACS	> 25 LACS	
Income Tax PAN No.						
	Promoter/Partner/Director/Whole Time Director/Authorised Person					

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PORTFOLIO MANAGEMENT SERVICES AGREEMENT

This **PORTFOLIO MANAGEMENT SERVICES AGREEMENT** made this _____ day of _____ 20____ **BETWEEN** _____ an individual/s 
resident in _____ / a company incorporated
under the Companies Act, 1956 having its registered office at _____ 
_____ / a sole proprietary concern/
a partnership firm/ a trust/any other body formed and registered under the relevant Act, having its registered office/place of business at
_____ hereinafter referred to as “**the Client**” (which
expression shall, unless repugnant to the context or meaning thereof, be deemed to include its/his/her/their respective
heirs, executors, administrators, successors, legal representatives and permitted assigns) of the **ONE PART**

AND

GEPL CAPITAL PRIVATE LIMITED, a company incorporated and registered under the Companies Act, 1956 and
having its registered office and corporate office at **D-21, Dhanraj Mahal C.S.M.Marg, Colaba Mumbai-400001.**
hereinafter referred to as “**the Portfolio Manager**” (which expression shall, unless repugnant or in consistent with the
subject or the context or meaning thereof, be deemed to include its successors and assigns) of the **OTHER PART.**

WHEREAS:

- (a) The Portfolio Manager is registered as a portfolio manager and has been authorised by the Securities and Exchange Board of India (hereinafter referred to as “**SEBI**”) under the SEBI (Portfolio Managers) Rules and Regulations, 1993 bearing Registration No.INP000002908; The portfolio Manager is also a member of BSE & NSE and a participant with CDSL and registered with SEBI as such.
- (b) At the request of the Client, the Portfolio Manager has agreed to provide Portfolio Management Services (as defined below) to the Client;
- (c) The Parties hereto are entering into this Agreement to set out the terms and condition on which the Portfolio Manager has agreed to render, and the Client has agreed to avail of, the aforesaid services.
- (d) The Client admits that and acknowledges that he/it has been provided with, read and understood the Portfolio manger’s Disclosure Document, at least two days prior to the execution of this Agreement and has satisfied himself/itself in this regard.

NOW IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS UNDER:

1. Definitions:-

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

- 1.1. **“Agreement”** means this agreement and shall include all schedules and annexures attached hereto and shall also include modifications, alterations, additions or deletions thereto made in writing and signed by the parties hereto.
- 1.2. **“Portfolio Manager”** means GEPL Capital Pvt Ltd
- 1.3. **“Discretionary Portfolio Management Services”** means the portfolio management services rendered to the Client, by the Portfolio Manager on the terms and conditions contained in this Agreement, where under the Portfolio Manager exercises any degree of discretion in investments or management of assets of the Client.
- 1.4. **“Non- discretionary portfolio management services”** means the portfolio management services rendered to the client, by the portfolio manager on the terms & conditions contained in this agreement, where under the portfolio manager acts on the discretion of the client for management & investment of assets of the client
- 1.5. **“Application”** means the application made by the Client to the Portfolio Manager to place the monies and/or securities therein mentioned with the Portfolio Manager for Portfolio Management Services. Upon execution of this Agreement by the Portfolio Manager, the Application shall be deemed to form an integral part of this Agreement. Provided that in case of any conflict between the contents of the Application and the provisions of this Agreement, the provisions of this Agreement shall prevail.
- 1.6. **“Assets”** means (i) the Portfolio and/or (ii) the Funds.
- 1.7. **“Bank Account”** means one or more accounts opened, maintained and operated by the Portfolio Manager with any Scheduled Commercial Banks in the name of the Client.
- 1.8. **“Depository Account”** means one or more account or accounts opened, maintained and operated by the Portfolio Manager in the name of the Client with any depository or depository participant registered under the SEBI (Depositories and Participants) Regulations, 1996.
- 1.9. **“Custodian”** means any person who carries on or proposes to carry on the business of providing custodial services and who shall have to be appointed by Client in consultaion with Portfolio Manager to provide custodian services as contemplated under this agreement.
- 1.10. **“Funds”** means the monies managed by the Portfolio Manager on behalf of the Client pursuant to this Agreement and includes the monies mentioned in the Application, any further monies placed by the Client with the Portfolio Manager for being managed pursuant to this Agreement, the proceeds of the sale or other realization of the Portfolio and interest, dividend or other monies arising from the Assets, so long as the same is managed by the Portfolio Manager.
- 1.11. **“Group”** means family members only.
- 1.12. **“family”** means the individual, spouse, mother, father, brother, sister and the child or children born out of wedlock and their parents only.
- 1.13. **“Net Asset Value” (NAV):** Net Asset Value of the Securities of the Client determined in accordance with applicable provisions of the Securities and Exchange Board of India (Mutual Funds) Regulations, 1996, for the calculation thereof and includes market value of assets in the portfolio consisting of equity, debt, cash and cash equivalent.
- 1.14. **“Parties”** means the Portfolio Manager and the Client; and **“Party”** shall be construed accordingly.
- 1.15. **“Person”** includes any individual, persons in partnership, central or state government, company, body corporate, co-operative society, corporation, trust, society, Hindu Undivided Family or any other body or persons, whether incorporated or not.
- 1.16. **Portfolio** shall means the same as defined under SEBI (Portfolio Managers) Regulations 1993 & rules made thereunder.
- 1.17. **“Portfolio Management Fees”** means fees payable by the client to the portfolio manager which shall form part of this agreement.
- 1.18. **“Regulations”** means the SEBI (Portfolio Managers) Regulations, 1993, as may be amended from time to time;
- 1.19. **“Rules”** means the SEBI (Portfolio Managers) Rules, 1993, as may be amended from time to time;
- 1.20. **“Scheduled Commercial Bank”** means any bank included in the second schedule to the Reserve Bank of India Act, 1934 (2 of 1934).
- 1.21. **“SEBI”** means the Securities and Exchange Board of India established under sub-section (1) of section 3 of the Securities and Exchange Board of India Act.
- 1.22. **“Securities”** shall have the same meaning as defined under section 2 (h) of securities contract (Regulation) Act, 1956.

2. PORTFOLIO MANAGEMENT SERVICES

- 2.1 For the consideration and on the terms and conditions contained herein, the Portfolio Manager agrees to provide to the Client, and the Client agrees to avail of, the Portfolio Management Services.
- 2.2 The Client hereby appoints the Portfolio Manager (in the manner required by the Portfolio Manager) to provide portfolio management and administrative services for the Funds/ Securities deployed by the Client in accordance with the provisions of this Agreement.
- 2.3 The Portfolio Manager agrees to provide the Portfolio Management Services which shall be in the nature of investment consultancy/ management and may include the responsibility of managing, renewing and reshuffling the Portfolio, buying and selling the Securities, keeping safe custody of the Securities and monitoring book closures, dividend, bonus, rights, etc. so as to ensure that all benefits accrue to the Client's Portfolio, for an agreed fee structure and for a definite period as herein described, entirely at the Client's risk.
- 2.4 Simultaneous with the execution of this Agreement the Client shall execute and deliver to the Portfolio Manager a power of attorney in the format specified by the Portfolio Manager authorizing the Portfolio Manager or any person appointed by the Portfolio Manager in this behalf to do all acts on behalf of the Client necessary for rendering the Portfolio Management Services to the Client.
- 2.5 In the case of discretionary portfolio management services, the Client hereby authorizes the Portfolio Manager, either by itself or through any person appointed by it, to do all such acts on behalf of the Client as the Portfolio Manager may in its absolute discretion consider necessary or advisable for the purpose of rendering Portfolio Management Services including, without limitation:-
- (i) opening, operating and closing one or more bank accounts and one or more depository accounts, (ii) transferring the Funds and Portfolio (deposited by the Client with the Portfolio Manager) from/to the Bank Account and Depository Account, (iii) purchasing, subscribing to or otherwise acquiring or investing in Securities and paying the consideration for the same, (iv) selling, redeeming, transferring or otherwise dealing with or disposing of Securities and receiving the consideration for the same, (v) holding the Assets in the name of the Client or the Portfolio Manager or any custodian, nominee or agent of the Client or the Portfolio Manager as the Portfolio Manager considers appropriate (vi) appointing and instructing brokers, sub-brokers, custodians, depository participants and others in relation to the Portfolio Management Services and entering into agreements with them for the same, (vii) executing such documents as may be necessary, (viii) receiving contract notes, (ix) receiving dividend, interest and other accretions and amounts in respect of the Assets, (x) paying all amounts (including any calls) required to be paid in connection with the Portfolio Management Services and/or this Agreement including the Portfolio Management Fees and expenses incurred for or in connection with rendering portfolio management services in terms of this Agreement. The Client shall from time-to-time execute further writings as the Portfolio Manager may require for effectively exercising the functions under the Power of Attorney and this Agreement.
- 2.6 The Portfolio Manager shall keep the Funds of the Client in a Bank Account.
- 2.7 The Portfolio shall be kept in the Depository Account either in the name of the Client or in the name of the Portfolio Manager as may be provided by law in force. Provided that any Securities which are not so dematerialised as to be capable of being held in a depository account may be held (either in the name of the Client/the Portfolio Manager/any other person as the Portfolio Manager may determine) by the Portfolio Manager or any custodian appointed by the Portfolio Manager in such manner as the Portfolio Manager may consider appropriate. The Portfolio Manager may open and operate under the Power of Attorney depository account for and on behalf of the Client for depositing the Securities and fully operate the same for the purposes of this Agreement. Such Depository Account may be opened with GEPL Capital Pvt. Ltd., Depository Participant of the Central Depository Services Ltd. (CDSL) bearing Registration No. IN-DP-CDSL-27-99 or with any other depository participant at the discretion of the Portfolio Manager.
- 2.8 The investment objective of the Portfolio Management shall be to undertake, on behalf of the Client, the management and administration of the Funds and Portfolio of the Client with the aim of generating a reasonable return on the Client's investment, while at the same time endeavoring to reduce the risk of capital loss. However, the Client agrees and acknowledges that while the aforesaid is the objective, there is no guarantee of such returns or of there being no loss, either of capital and/or income. The Portfolio Manager may manage the funds raised or collected or brought from outside India in accordance with the SEBI (Foreign Institutional Investors) Regulations, 1995.
- 2.9 (i) The Client agrees that the Portfolio Manager shall be entitled to do all acts to invest and manage the Assets including but not limited to investing the Funds in the Securities, selling, redeeming or liquidating the Securities or changing the Securities forming part of the Portfolio, appointing intermediaries for the sale and purchase of the Securities in such manner as the Portfolio Manager may in its absolute and unrestricted discretion consider appropriate. All such decisions, including decisions as to the Securities in which investment/disinvestment should be made and the nature, quantity, timing and other details of the investments, disinvestments and other dealings with the Assets shall be in the absolute and unfettered discretion of the Portfolio Manager who shall not be required to give any notice to, or take any approval of, the Client for the same.
- (ii) The Client has expressly and with full knowledge of the implications conferred absolute and unfettered discretion on the Portfolio Manager in relation to all decisions concerning the Discretionary Portfolio Management Services and the Client agrees and confirms that all such decisions of the Portfolio Manager (which shall, in this Agreement, include

decisions taken by any person appointed by the Portfolio Manager in this behalf) shall be binding on the Client and shall not be assailed, challenged, questioned or disputed by the Client in any manner whatsoever. The Client shall not be entitled to hold the Portfolio Manager responsible or liable in any manner whatsoever or claim any damages, losses or other amounts on account of the exercise of such discretion by the Portfolio Manager or any decision taken by the Portfolio Manager. The Securities invested/ disinvested by the Portfolio Manager for clients in the same scheme may vary from client to client. The Portfolio Manager's decision in deployment of the Client's account is absolute and final and can never be called in question at any time during the currency of this Agreement or at any time thereafter.

- (iii) The Client agrees and acknowledges that the Client shall not be entitled to give any instructions to the Portfolio Manager in relation to the Discretionary Portfolio Management Services to be rendered by the Portfolio Manager under this Agreement or any decision relating thereto.
- 2.10 In the case of Non-Discretionary Portfolio Management Services, the Client shall decide his/ her/ its own investments, with the Portfolio Manager only facilitating the execution of transactions. The portfolio's Manager's role is limited to providing research, investment advice, guidance and trade execution of the Client's request. The Portfolio Manager shall execute orders as per the mandate received from the Client. The deployment of the Client's account by the Portfolio Manager on the instructions of the Client is absolute and final and never be called in question and shall not be open to review at any time during the currency of this Agreement or at any time thereafter. The rights and obligations of the Portfolio Manager shall be exercised strictly in with the relevant Acts, Rules, Regulations, Guidelines and Notifications for the time being in force.
- 2.11 The Portfolio Management Services and the provisions of this Agreement shall be subject to the Rules and Regulations and other applicable provisions of law in force from time to time; and, notwithstanding anything contained in this Agreement, the Portfolio Manager shall not be required or entitled to make any investments or otherwise deal with the Assets or render the Portfolio Management Services in a manner which is contrary to the Rules or Regulations or any other provisions of law in force at the relevant time.
- 2.12 The Portfolio Manager may at its discretion ordinarily purchase or sell Securities in aggregate for economy of scale and thereafter inter se allocate the same amongst its clients on prorata basis and at weighted average price of the day's transactions or separately purchase or sell securities for each client.
- 2.13 All transactions of purchase and sale between the Portfolio Manager's own accounts and client's accounts or between two clients' accounts shall be at the prevailing market price.
- 2.14 In the management of the Client's account, the Portfolio Manager may at its sole discretion apply for, substitute, obtain, buy, accept, acquire, endorse, redeem, renew, exchange, dispose, sell or otherwise deal in the Securities and generally convert, transpose and vary the investments in respect of the Client's account in such manner as the Portfolio Manager deems fit and proper.
- 2.15 Accruals, benefits, accretions, allotments, calls, refunds, returns, privileges, entitlements, substitutions and/or replacements or any other beneficial interest including dividend, interest, rights, bonus that may accrue to the investments in respect of the Client's account shall be received by the Portfolio Manager either in its own name or in the name of the Client.
- 2.16 The Portfolio Manager shall also be entitled to enter into transactions on behalf of the Client for the specific purpose of meeting margin requirements. The Client acknowledges that the Client is fully aware of the risks of entering into such transactions.
- 2.17 The Portfolio Manager shall take such steps as may be necessary, incidental, ancillary or conducive to the fulfillment of the objective of this Agreement and necessary from time to time to realise the objectives without any limitations PROVIDED HOWEVER the Funds herein shall not be invested in any securities as may be expressly prohibited by SEBI from time to time.
- 2.18 The Portfolio Manager shall act in a fiduciary capacity with respect to the Client's Assets.
- 2.19 The Portfolio Manager shall not derive any direct or indirect benefit out of the Client's Assets save as provided in this Agreement.
- 2.20 The Portfolio Manager may deal in Securities on behalf of the Client through GEPL CAPITAL Pvt. Ltd. Member Broker of the Bombay Stock Exchange Ltd., (BSE), and the National Stock Exchange of India Ltd. (NSE") or through any other registered member broker.
- 2.21 The Client hereby agrees and undertakes that until the termination of this Agreement and the receipt of a no objection from the Portfolio Manager in this behalf, (i) the Client shall not operate the Bank Accounts and/or Depository Accounts under portfolio management and (ii) the Client shall not enter into any agreement with the custodian (or any other intermediary) or give any instructions to the custodian (or other intermediary) in relation to the Assets or this Agreement, (iii) the Client shall not pledge, loan, create any charge, lien or other encumbrance of any nature over the Assets under management or otherwise deal with the Assets under management in any manner whatsoever.
- 2.22 For the purpose of discharging any of the duties, obligations and functions (whether under this Agreement or under the abovementioned Power of Attorney), of the Portfolio Manager, the Client hereby empowers the Portfolio Manager to act through any of its officers, employees or representatives or any custodian or other person specifically authorised by the Portfolio Manager and the Portfolio Manager is empowered to delegate the performance of its duties, discretions, obligations, any of powers and authorities hereunder to such sub-delegates. In no event shall the Portfolio Manager be liable for the loss or damage caused to the Client due to the actions or omissions of the sub-delegates.

- 2.23 If the sub-delegates have been appointed on the behalf of the Client under the Power of Attorney given by the Client to the Portfolio Manager, the sub-delegates shall be deemed to be agents of the Client and the Client shall be responsible to the Portfolio Manager for the loss, damage caused to the Portfolio Manager (in its performance of the Discretionary Portfolio Management Services) due to the negligence or default of the sub-delegates.
- 2.24 Unless the Portfolio Manager otherwise decides, all Assets shall, in the event the Client is a partnership, be held in the name of any one or more of its partners (as the Portfolio Manager may determine) and, in the event the Client is a Hindu Undivided Family, be held in the name of its karta.
- 2.25 Unless the Portfolio Manager otherwise decides, the Correspondence address in respect of the Client's Bank Account, Depository Account, Funds and Securities shall be the address of the Portfolio Manager or the custodian of Securities appointed by the Portfolio Manager from time to time.
- 2.26 The Client agrees to provide to the Portfolio Manager or such other person as may be designated by the Portfolio Manager, such information as may be required from time to time, including, without limitation, all changes to the information provided by the Client in the Application or any "Know Your Client" form in order to enable the Portfolio Manager or other person designated by the Portfolio Manager in this behalf to update the information therein. Without prejudice to the aforesaid, the Client shall inform the Portfolio Manager of (i) change in the constitution, identity by change of name, (ii) his residential status and of any changes thereto and (iii) any restrictions that have been or are imposed upon the acquisition of Securities by the Client.
- 2.27 The Client agrees and undertakes to sign all such documents and writings and do all such acts as the Portfolio Manager may require for enabling the Portfolio Manager to render Discretionary Portfolio Management Services or otherwise perform its functions and obligations under this Agreement.
- 2.28 In the event the Client is not an individual, the Portfolio Manager shall be entitled to rely upon any instructions/notices it believes in good faith to be given by a person who is duly authorized by the Client in this behalf. Without prejudice to the aforesaid, the Client shall be entitled to rely upon a copy of a board resolution of the Client authorizing such person to act on behalf of the Client with respect to this Agreement. In the event of the revocation of authority of any such person, the Client shall promptly inform the Portfolio Manager of such revocation.
- 2.29 The Portfolio Manager may, if required by applicable law or regulations, disclose the identity of the Client to the issuer of Securities held as part of the Assets or to the agents of such issuer upon the request of such issuer, or to any Government body or other person without further consent from the Client.

3. CUSTODY AND SAFE KEEPING:-

- 3.1 The Client authorises the Portfolio Manager to hold the Securities/ Funds belonging to the Client in the Portfolio Manager's own name or in the name of the Client as permitted by law in force for the purposes of this Agreement. The Portfolio Manager shall use reasonable care and diligence for the safe custody of the Assets and shall make reasonable endeavors to, at the Client's cost, arrange for the custody of the Assets by keeping them in its actual control and/or custody or by outsourcing such activities by appointing and using a custodian or other agent for this purpose at its absolute discretion.
- 3.2 The Client authorises the Portfolio Manager to register the Client's Securities on its/ his/ her/ their name and/or in the name of the Portfolio Manager as permitted by law in force, for claiming and receiving all accruals, accretions, benefits, allotments, calls, returns, privileges, entitlements, substitutions and/or replacements or any other beneficial interest including dividend, interest, rights, privileges, bonus owing to the Client on account of such investments. Subscription/ renunciation of rights entitlements shall be at the absolute discretion of the Portfolio Manager. In case the Securities are registered in the name of the Portfolio Manager, the Portfolio Manager shall not have any voting rights or any other rights in respect of the Securities held by it. The Client shall be entitled to the rights and benefits and be subjected to all the liabilities in respect of the Securities purchased/ sold under this Agreement.
- 3.3 The Client hereby authorises the Portfolio Manager to enter into such agreements on behalf of the Client with such persons (including, without limitation, custodians of securities) as the Portfolio Manager considers appropriate for arranging for the custody of the Assets.
- 3.4 Notwithstanding anything stated above, the Portfolio Manager shall not be liable if any instruments relating to any of the Securities are damaged, mutilated, torn, destroyed, lost, misplaced or otherwise become unavailable or if any Assets are lost, stolen, destroyed or pilfered in any manner.

4. MINIMUM TENURE AND MINIMUM INVESTMENTS:-

- 4.1. Initial payment/initial portfolio of the Client shall not be less than a sum stated in the schedule hereto. The Client may on one or more occasion(s) or on a continual basis make further placement of funds / securities under the Portfolio Management Services. It is agreed that each such placement of funds shall be for a minimum period of one year from the date of placement.
- 4.2. Unless notice of termination is given, in the manner herein provided, this Agreement shall stand renewed for a further period of one year which shall be counted from the aforesaid date of termination. Every renewal shall be on the same terms and conditions as herein contained or as may be modified in writing by the Parties from time to time.
- 4.3. Either Party may terminate this Agreement by giving 30 days prior written notice to the other of its intention to terminate this Agreement or any renewal thereof.

- 4.4. In case of renewal of this Agreement, each renewal shall be for a such period as may be mutually agreed.
- 4.5. Notwithstanding the provisions of the foregoing Clauses but subject to the other provisions of this Agreement, the Client may at any time withdraw any Assets from Discretionary Portfolio Management Services at the cost and risk of the Client.
- 4.6. The termination of Portfolio Management Services can take place in the following circumstances:
- (i) By operation of Law;
 - (ii) Suspension or cancellation of certificate of registration of the Portfolio Manager by SEBI;
 - (iii) Bankruptcy or liquidation of the Portfolio Manager;
 - (iv) Voluntary or compulsory termination of portfolio management services by the Portfolio Manager and the Client; and
 - (v) By mutual consent.
- 4.6. Upon termination of this Agreement for any reason whatsoever, 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 Portfolio Management Services rendered under this Agreement within a period of 30 days from the Date of Termination.
- 4.7. Notwithstanding what is stated aforesaid the Portfolio Manager reserves the absolute discretion to terminate this Agreement without assigning any reasons by giving not less than thirty days notice in writing to the Client and cause the Client to transfer its Portfolio / Account to another portfolio manager/ intermediary.

5. CHARGES AND FEES:-

- 5.1. The Client agrees to pay the Portfolio Management Fee to the Portfolio Manager at the rates and in the manner provided in the Schedule hereto.
- 5.2. The parties agree that all functions in relation to the Portfolio Management Services or otherwise pursuant to this Agreement shall be performed by the Portfolio Manager for and on behalf of, and at the risk and cost of the Client and all liabilities concerning the Assets or the Portfolio Management Services shall be to the account of the Client. In addition to the Portfolio Management Fee, all costs, fees, charges and expenses of whatsoever nature incurred by the Portfolio Manager or any other person appointed by the Portfolio Manager arising out of or in connection with or in relation to the management, acquisition, holding, custody, sale and/or transfer, of the Assets or the rendering of the Portfolio Management Services or the performance of any act pursuant to or in connection with this Agreement including, without limitation to the generality of the aforesaid, the expenses and cost of safe keeping of Assets, stamp duties, charges of any Depository Participant and/or custodian, transaction fee, demat/ remat charges, registration and transfer charges in respect of the Securities, including legal fees of the Portfolio Manager incurred on behalf of the Client, brokerage and stamp duty, costs to be paid for the execution of this Agreement all other incidental and ancillary documentation pursuant to this Agreement, shall be paid or reimbursed by the Client.
- 5.3. For the purposes of this Agreement, the Client agrees to and is aware that the Portfolio Manager may utilize the following services of GEPL Capital Pvt. Ltd / as a member broker of BSE/NSE , depository participant of CDSL or any other services as provided from time to time for the purposes of servicing the Client under this Agreement. The Client is aware and agrees that the fees and charges payable for availing the said services under this Agreement from GEPL Capital Pvt Ltd and/or its affiliates shall be debited to the Client's account which shall be in addition to the Portfolio Management Fees payable by the Client under this Agreement. The said fees as debited to the Client's account are not reversible.
- 5.4. The Portfolio Manager shall have a right to appropriate the amounts payable to it under this Clause or under any other provision of this Agreement from the Assets and the Portfolio Manager may for this purpose sell or otherwise liquidate the Portfolio or any part thereof. The Portfolio Manager shall have a right of lien and set off on the Assets for such amounts and any right of the Client to withdraw the Assets or any part thereof shall be subject to the Portfolio Manager having first received all such amounts.

6. CONFLICT OF INTEREST:-

- 6.1. The Client shall (promptly on gaining knowledge of the same) disclose to the Portfolio Manager in writing the details of the interest of the Client in any listed company or other corporate body which may enable the Client to obtain unpublished price sensitive information in respect of such company or corporate body. The Client shall keep the Portfolio Manager indemnified against the consequences of any non-disclosure in this respect.
- 6.2. The Client shall (promptly on gaining knowledge of the same) inform the Portfolio Manager in writing the details of all shares (which term, in this clause, includes any instruments carrying voting rights held by the Client in any listed company or corporate body in order that the purchases of shares by the Portfolio Manager on account of the Client do not attract any provisions of the SEBI (Substantial Acquisition of Shares & Takeovers) Regulations, 1997 ("the Takeover Regulations"). Compliance with the provisions of the Takeover Regulations on account of any purchases of Securities under the Portfolio Management Services shall be the responsibility of the Client, and the Client shall keep the Portfolio Manager indemnified against the consequences of any non-compliance thereof by the Client.
- 6.3.(i) The Client agrees and accepts that the Portfolio Manager may, from time to time

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

purchase or sell on behalf of the Client any Security which forms part of the portfolio of the Portfolio Manager or its other clients or which is otherwise purchased, sold or traded in by the Portfolio Manager on its own account or on account of its other client(s);

purchase or sell on its own account or on behalf of any other Client, any Security which forms part of the Portfolio.

have a commercial or other relationship or agreement with share and stock-brokers, banks and companies with whom or through whom transactions are carried out for purchase and sale of any of the Securities or with any issuer of Securities whose Securities are purchased and/or sold for the Client;

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 available to other clients of the Affiliate;

purchase or sell Securities from or to anyone with whom the Portfolio Manager has a commercial or other relationship or agreement, including selling or purchasing the Securities to or from the account of the Portfolio Manager or another client of the Portfolio Manager;

act as principal, agent or broker in any transaction; and in such event, the Portfolio Manager shall be separately compensated for its actions in that capacity;

employ, retain or appoint any Affiliate of the Portfolio Manager as broker, custodian, investment adviser, consultant or in any other capacity for carrying out any of the functions or work relating to the Portfolio Management Services provided to the Client;

deal with any affiliate of the Portfolio Manager on a principal to principal basis for any buying, selling or otherwise in any act relating to the Portfolio Investment Services provided to the Client.

Specifically, the Client is aware that the Portfolio Manager is also registered as stock broker with SEBI bearing registration number INB010993934 & INF010993934 in BSE Cash & Derivatives segment respectively and INB230993934 & INF 230993934 in NSE Cash & Derivatives segment respectively. The Portfolio Manager may, from time to time, purchase, sell or otherwise deal in Securities through the said brokers in which event; the said brokers shall be entitled to charge brokerage in respect of such transactions.

Furthermore, the Portfolio Manager may also purchase Securities from time to time for and on behalf of the Client, which Securities may be sold by the clients of the brokerage company(ies) mentioned above. The Portfolio Manager shall ensure that there would be separation of operations and management in the day to day functioning of the Portfolio Manager and the brokerage company(ies).

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

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

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

6.3 The Portfolio Manager may from time to time:-

- a. purchase or sell Securities inter se amongst clients;
- b. have business relationships with issuing companies or corporations whose securities are privately placed and to hold, purchase or sell to the Client's account from such stock of securities;
- c. deal with any broker and/or dealer in securities, depository participants, approved intermediaries, bank or any other entity or with itself or its Affiliates;
- d. purchase or hold or sell at the prevailing market price for the Client's account securities inter se amongst two or more clients' accounts, even if it enjoys business relations with the Client;

6.4 The Client hereby permits the Portfolio Manager to lend any securities under this Agreement through itself and/or its Affiliates or any other approved intermediary under the Securities Lending Scheme, 1997.

7. INDEMNITY:-

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

- (a) Portfolio Manager or its officers, employees or representative or any custodian or other person specifically authorized by the Portfolio Manager in the performance of the Discretionary Portfolio Management Services and any other rights, duties, obligations and functions under this Agreement.
- (b) The Portfolio Manager or its officers, employees, or representative or any custodian or other person specifically authorized by the Portfolio Manager as a result of the Portfolio Manager or its officers, employees, or representative or any custodian or other person specifically authorized by the Portfolio Manager acting or not acting on the basis of any information or instructions given by the Client.
- (c) The Portfolio Manager and/or any of its officers, employees, or representative or any custodian or other person specifically authorized by the Portfolio Manager as a result of any prosecution or other action taken and/or which may be taken or enforced against the Client and/or the Portfolio Manager and/or any of its officers, employees, or representative or any custodian or other person specifically authorized by the Portfolio Manager with respect to the payment/recovery of wealth-tax, income tax, interest for delayed payment of income tax or wealth tax, penalty; and if any of the same shall have been recovered from the Portfolio Manager or any of its officers, employees, or representative or any custodian or other person specifically authorized by the Portfolio Manager or if the Portfolio Manager or any of its officers, employees, or representative or any custodian or other person specifically authorized by the Portfolio Manager is held responsible for any of the aforesaid by any taxing authority, then the Client shall forthwith on demand pay and/or reimburse to the Portfolio Manager such amount as may be required, in the opinion of the Portfolio Manager to pay to the tax authorities (whether or not such payment has been lawfully demanded by the tax authorities).

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

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

2.29 STATEMENT AND INFORMATION:-

The Portfolio Manager shall maintain a separate portfolio record in the name of the Client in its books for accounting the Assets of the Client and any additional income, receipts and disbursements in connection therewith as provided in the SEBI (Portfolio Managers) Regulations, 1993.

The Portfolio Manager shall furnish to the Client periodically, in writing at least once in every quarter, all the information regarding the Assets and all purchases and sales of Securities made by the Portfolio Manager on behalf of the Client as provided herein ("**Report**"). In particular, within [30] days of the expiry of each calendar quarter the Portfolio Manager shall furnish to the Client a report for such previous quarter containing the following details, namely:

- (i) the composition and the value of the Assets, description of the Securities, number of Securities, value of each security held as part of the Assets, cash balance and aggregate value of the Assets as on the date of Report;
- (ii) Transactions undertaken by the Portfolio Manager during the period covered by the Report including date of transaction and details of purchases and sales;
- (iii) Income or other beneficial interest received during the concerned period in respect of the Assets by way of interest, dividend, bonus shares, rights shares or debentures or otherwise;
- (iv) Expenses incurred in managing the Assets of the Client;
- (v) Details of risk foreseen by the Portfolio Manager and the risk relating to the securities recommended by the Portfolio Manager for investment or disinvestment.
- (vi) Such other documents and information relating to the Portfolio Management Services provided to the Client by the Portfolio Manager and the Assets as the Portfolio Manager may determine.

8.3 It is agreed that if during any such bi annual period, if the term of this Agreement shall expire on a date other than the last day of March, June, September, or December as the case may be, of a calendar year, the period covered by the last of such quarterly Report shall end on that date. Nothing herein shall extend the obligation of the Portfolio Manager to provide any information relating to any other investments or securities to the Client which do not form part of the Assets.

- 8.4 On termination of the Agreement, the Portfolio Manager shall give a detailed statement of accounts of the Assets to the Client and settle accounts with the Client in a mutually agreed manner. The Client shall bear all costs, charges and taxes that may become payable as a consequence of settling of accounts of the Assets.
- 8.5 Notwithstanding what is stated aforesaid, the Client shall have the right to obtain details of the Assets from the Portfolio Manager and the Portfolio Manager shall provide these details to the Client, at the cost of the Client.

4.7. RISKS:-

- (i) The Client acknowledges that he has received and read the Disclosure Document provided by the Portfolio Manager as specified in Schedule V of the Regulations alongwith a certificate in Form C as specified in Schedule I of the said Regulations.
- (ii) The Client hereby confirms that he/it is aware that the investment of the Funds and the Securities are subject to a very wide range of risks which include amongst others (and by way of illustration) an unpredictable loss in value of the Assets Funds which may extend to a total loss of value of the Assets due to, inter alia
- Overall economic slowdown, unanticipated corporate performance, environmental or political problems, changes to monetary or fiscal policies, changes in government policies and regulations with regard to industry and exports, Delays on the part of companies, corporations or other authorities in registering transfer of securities or other factors beyond the control of the Portfolio Manager. The Securities which are so purchased and refused to be transferred in the name of the Client or the Portfolio Manager by the concerned company or corporation, will be sold at the best available market rate, at the risk and responsibility of the Client.
- (iii) acts of force majeure including nationalization, expropriation, currency restriction, measures taken by any government or agency of any country, state or territory in the world, industrial action or labour disturbances of any nature amongst staff of the Portfolio Manager or of its agents (or of any third parties), boycotts, power failures or breakdowns in communication links or equipment (including but not limited to loss of electronic data), international conflicts, violent or armed actions acts of terrorism, insurrection, revolution, nuclear fusion, fission or radiation, or acts of God, default of courier or delivery service or failure or disruption of any relevant stock exchange, depository, clearing house, clearing or settlement systems or market or the delivery of fake or stolen securities;
- (iv) de-listing of Securities or market closure, relatively small number of scrip's accounting for a large proportion of trading volume;
- (v) limited liquidity in the stock markets impeding readjustment of portfolio composition,
- (vi) volatility of the stock markets, stock market scams, circular trading of securities and price rigging,
- (vii) default or non-performance of a third party, company's refusal to register a security due to legal stay or otherwise and disputes raised by third parties.
- (viii) Low possibilities of recovery of loss due to expensive and time consuming legal process.
6. The Client acknowledges and confirms that the terms of this Agreement do not constitute any warranty or similar obligation on the part of the Portfolio Manager and the Portfolio Manager does not guarantee or assure the Client of the value of or returns on the Assets in any manner whatsoever. The Client is aware that the value of the Assets could depreciate to an unpredictable extent. In the case of Discretionary Portfolio Management Services the liability of the Client shall not exceed the initial corpus and further investment made by the Client from time to time.
- 9.4 Subject to applicable taxation laws, in force from time to time, the Portfolio Manager shall not on its own deduct any tax at source while effecting disbursements/ payments of amounts, interim or otherwise to the Client under this Agreement and shall certify the debit of tax at source to the Client's Account, on a pro rata basis as far as practicable. For Securities, if any, held in the name of the Portfolio Manager on behalf of the Client and other independent portfolio clients, as on the date of declaration or record date of any Company's dividend declaration, the Portfolio Manager shall receive the Company's tax deduction at source certificate for any dividend subjected to tax. The Portfolio Manager shall only distribute the net dividend to each Client's account. 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 of the Client under this Agreement. In the event of any demand being made on the Portfolio Manager by the revenue/ taxation authorities to pay certain amounts towards purported tax liability in connection with or arising from the transactions carried out by the Portfolio Manager, the Client specifically authorises the Portfolio Manager to comply with the demand and pay such amount to the revenue/ taxation authorities and debit the Client's Account accordingly. The Portfolio Manager shall be at liberty but not obliged or required, to resist such demands if the Portfolio Manager at its absolute discretion thinks fit, and in this event, the Portfolio Manager is hereby authorised to incur any fees, duties, commissions, costs, charges and expenses required to so resist the demand, including the cost of appointing any Chartered Accountant, Tax Expert, Lawyer, Solicitor or Advocate but the Portfolio Manager will not be responsible if ultimately the demand is held to be proper and lawful. Despite the fact that the Portfolio

Manager does not undertake any tax planning of the Client, if in pursuance of directions issued by the appropriate revenue/ taxation authorities, the Portfolio Manager is obliged to represent any Client in respect of any of the said directions, the Portfolio Manager is hereby empowered by the Client to file, sign and/or execute such papers and/or documents on behalf of the Client as may be necessary in that behalf. If required the Client shall execute a valid irrevocable Power of Attorney in favour of the Portfolio Manager or any other nominee(s) or agent(s) of the Portfolio Manager conferring inter alia powers to represent the Client before such revenue/ taxation authorities and comply with other requirements as envisaged under this Agreement. The Client agrees and undertakes to furnish any information, papers and documents as may be required by the Portfolio Manager in connection with tax incidence or implications and also for the proper operation of the Client's accounts thereto.

10. LIABILITY OF THE PORTFOLIO MANAGER:-

- 10.1 It is expressly understood that nothing contained herein amounts to any warranty or guarantee (express or implied) of the Portfolio Manager to pay any return of any nature or guarantee any returns or accretions or accruals to the Client. The Client expressly accepts that Funds and Securities placed with the Portfolio Manager and the sale and purchase of Securities by the Portfolio Manager and the investments of the Funds by the Portfolio Manager are and shall be at the sole risk of the Client and the Portfolio Manager shall not be liable for any loss or damage caused to the Client as a result of any action or omission of the Portfolio Manager pursuant to this Agreement. It is further expressly understood by the Client that no representation or warranties are held out by the Portfolio Manager about the safety or "soundness" of an investment made on behalf of the Client and all actions taken and act done by the Portfolio Manager are done solely at the Client's account and risk. Any actions which the Portfolio Manager takes or does not take as to the investments will be solely at the Client's account and risk and the Portfolio Manager shall not carry liability for making good any loss sustained or suffered by the Client for any action taken or failure to act unless the Portfolio Manager acts with willful default and gross negligence to the Client's interest.
- 10.2 The Portfolio Manager shall not be liable to the Client for any act or omission of any of its officers, employees, or representative or any custodian or other person specifically authorized by the Portfolio Manager and any other third parties. The Portfolio Manager shall not be responsible for any breach by the Client of the applicable laws, regulations, procedures, practice and guidelines. Consequently, the Portfolio Manager shall also not be responsible for any acts or omissions of any intermediaries and shall not guarantee the performance of the responsibilities of such intermediaries.
- 10.3 In the event of the Portfolio Manager being held liable for any loss suffered by the Client pursuant to this Agreement, the liability of the Portfolio Manager will be limited to direct and proximate loss or damage and will not extend to any consequential indirect or remote loss or damage and in any event shall be limited to and shall not extend beyond the fees received by the Portfolio Manager pursuant to the provisions of the Agreement.

11. TERMS & TERMINATION:-

- 11.1. This Agreement shall commence from the date of execution of this Agreement.
- 11.2. This Agreement shall continue to subsist until terminated under Clause 4 or under this clause 11 in the manner provided herein below.
- 11.3. The Portfolio Manager may at any time terminate this Agreement by written notice of termination to the Client.
- 11.4. In case of a Group, Portfolio Manager may cease to render discretionary Portfolio Management Service to the client if intimation to withdraw from the Portfolio Management Services is received from any member of the group, provided the corpus after such withdrawal fall below the minimum amount required under this Agreement. However if the existing member of the group recoups the shortfall, the Portfolio Manager shall continue to manage the funds under this Agreement.
- 11.5. The Portfolio Manager may cease to render Portfolio Management Services to the Client at any time after receiving written notice of termination/withdrawal under Clause 4 from the Client. Upon termination of this Agreement, the Portfolio Manager shall, within a period of [30] days from the date of termination, pay and/or deliver the Assets to the Client. The Client shall be entitled to choose to receive the Securities forming part of the Assets in the form of Securities or the equivalent cash amount representing the Securities by informing the Portfolio Manager in this regard within 7 days of termination. In the event the Client chooses to receive the Securities in the form of cash, the Portfolio Manager shall endeavour to sell the Securities and pay the net proceeds thereof to the Client within a period of [30] days of termination of the Agreement. Provided that if the Portfolio Manager is for any reason unable to sell the Securities, the Client shall be obliged to accept the Securities.
- 11.6. In the event of the death of the Client, the legal representative of the Client shall intimate the Portfolio Manager of the death of the Client as soon as possible, and this Agreement shall thereupon terminate on the expiry of [30] days of the Portfolio Manager receiving such intimation.
- 11.7. Upon the termination of this Agreement as a consequence of the death of the Client, the Portfolio Manager shall deliver the assets to the nominee of the Client (as designated in the Application). Upon such delivery, the Portfolio Manager shall stand discharged of all obligations hereunder or in relation to the Assets.
- 11.8. The Portfolio Manager shall, on termination and/or determination of this Agreement, arrange to deposit the Net Realisable Value (i.e. gross market value net of costs of realization) of Securities held in the Client's account together with all accruals, accretions,

benefits, allotments, calls, refunds, returns, privileges, entitlements, substitutions and/or replacements or any other beneficial interest including dividend, interest, bonus as well as residual cash balance, if any on such date, subject to the Client fulfilling all obligations under this Agreement in the Bank Account of the Client. The Net Realisable Value and/or the Securities together with the residual cash balance, if any, shall be made over to the Client or to such account as instructed by the Client in writing subject to the following deductions:-

- a. interim disbursements, if any, of amounts paid to the Client;
 - b. fees and charges levied and/or to be levied by the Portfolio Manager;
 - c. all taxes, rates, fees, duties, commissions, costs, charges, penalties, deductions, recoveries and/or appropriations, etc. to be made in accordance with law or otherwise on account of the Client;
 - d. any other dues, liabilities, obligations, etc. owed by/ due on account of the Client under this Agreement.
- 11.9. Disbursement and payment in cash and/or by way of Securities to the Client shall validly discharge the Portfolio Manager of all its obligations owed to the Client or his nominee, as the case may be, under this Agreement.
- 11.10. The Portfolio Manager may, at its absolute discretion, choose to effect interim distribution/ disbursement of amounts against the amounts payable on expiry of the Agreement to the Client on annual or such other frequencies as the Portfolio Manager deems fit, without setting any precedent whatsoever, on the part of the Portfolio Manager and without conferring any right on the Client to demand such other similar disbursements from the Portfolio Manager at any stage in respect of this Agreement.
- 11.11. The provisions of this Agreement relating to payment of Portfolio Management Fees and costs, charges, expenses and other amounts to the Portfolio Manager, choice of law, jurisdiction and notice and all rights and obligations which have accrued or arisen prior to the termination of this Agreement shall survive the termination of this Agreement.

12. NOTICES :-

All Notices shall be sent to the client at his Residential / Correspondence address/ Registered office address and that of the portfolio manager at its corporate office.

13. PROXIES :-

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

14. REPRESENTATIONS, WARRANTIES AND DECLARATIONS :-

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

- (i) The Client has full power, capacity and authority to execute, deliver and perform this Agreement and has taken all necessary action (corporate, statutory, contractual or otherwise) to authorize the execution, delivery and performance of this Agreement in accordance with its terms.
- (ii) This Agreement has been duly executed and delivered by the Client and constitutes a legal, valid and binding obligation of the Client, enforceable against the Client in accordance with its terms.
- (iii) The execution, delivery and performance by the Client of this Agreement and the acts and transactions contemplated hereby do not and will not, with or without the giving of notice or lapse of time or both, violate, conflict with, require any consent under or result in a breach of or default under :
 - (a) any law to which the Client is subject; or
 - (b) any order, judgement or decree applicable to the Client; or
 - (c) any term, condition, covenant, undertaking, agreement or other instrument to which the Client is a party or by which it is bound
- (iv) There are no legal, quasi-legal, administrative, arbitration, mediation, conciliation or other proceedings, claims, actions, governmental investigations, anticipated or pending against the Client which may prejudice the due performance and enforceability of this agreement or any obligation, act, omission or transaction contemplated hereunder.

15. PORTFOLIO MANAGER MAY ACT ON ADVICE:

The Portfolio Manager may act on any advice of or information obtained from any bankers, accountants, brokers, professionals, agents or other persons acting as agents or advisers of the Portfolio Manager and the Portfolio manager shall not be bound to supervise the acting of any such person nor to verify the advice or information obtained therefrom and the Portfolio Manager shall not be liable for anything bonafide done or omitted or suffered in reliance upon such advice or information nor be responsible for the consequence of any mistake or information nor be responsible for the consequence of any mistake or oversight or error of judgment on the part of the Portfolio Manager or any attorney or agent or other person appointed by the Portfolio Manager hereunder.

16. CLIENT'S RIGHT:-

In no event shall a Client have or acquire any rights against the Portfolio Manager except as expressly conferred on the Client under this Agreement nor shall the Portfolio Manager be bound to make payment to the Client except out of Funds held by it for the purpose under the provisions of this Agreement.

17. TAPERECORDING OF CONVERSATIONS:

The Client is aware that the Portfolio Manager has/may have a system of tape recording the conversations between the Client, its representative and the Portfolio Manager, either personally or over the telephone and the Client hereby permits the Portfolio Manager to do so. Such recordings may be relied upon by the Portfolio Manager as and when required to resolve disputes in connection with the trading transactions.

18. PROPER LAW :-

This agreement shall be subject to the guidelines regarding portfolio management viz. the Securities and Exchange Board Of India (Portfolio Managers) Rules And Regulations, 1993 made by SEBI and any amendments made thereto from time to time. The laws of India shall govern this Agreement. All legal actions and proceeding, if any, relating, hereto shall be subject to the jurisdiction of the Courts in Mumbai, India only.

19. RIGHT TO INFORMATION

19.1 The Client shall have a right to have the books of account of the Portfolio Manager relating to the transactions of the Client duly audited by a chartered accountant at the cost of Client if there is any error manifested in the Report furnished to the Client.

19.2 The Client shall be permitted to inspect relevant documents relating to the Client's account after taking an appointment for inspection between Mondays to Friday (excluding holidays when the Portfolio Manager's office is closed) between 10.00 am to 5.30 pm after taking an appointment of the same at least seven days in advance.

19.3 Inspection shall be offered by the Portfolio Manager at such office of the Portfolio Manager in Mumbai.

20. INTERPRETATION

20.1 In the event of there being more than one Person as Clients mentioned in the recitals / signature clause of the agreement wherever the context so requires, the word "Client" shall be construed as "Clients" and the grammar and construction of every concerned sentence shall be deemed to be appropriately amended to indicate more than one Client.

20.2 The captions herein are included for convenience of reference only and shall be ignored in the construction or interpretation hereof.

20.3 Each defined term stated in singular or the plural will include singular or plural of that term and reference to gender includes reference to all other genders.

20.4 References to any enactments, rules, regulations or ordinances shall include re-enactments, amendments and extensions thereof from time to time.

20.5 The terms referred to in this Agreement, unless defined otherwise or unless inconsistent with context or meaning thereof, shall bear the same meaning as defined under the relevant applicable statute/legislation.

20.6 All other capitalized terms and expressions, unless defined herein or unless repugnant to the context, shall have the same meaning as has been assigned to them under the Securities and Exchange Board of India Act, 1992 or, if not defined therein, the Securities Contracts (Regulation) Act, 1956 or, if not defined therein, the Companies Act, 1956 or any statutory modifications or re-enactment thereto, as the case may be.

21. ALTERATION

The Portfolio Manager may from time to time amend the Agreement if required, for complying with any change in statute, rules, and regulations or with any requirements of any competent authority or if required under its corporate policies. The Portfolio Manager shall intimate all such alterations to the Client. If the Client continues to deal with the Portfolio Manager subsequent to the intimation of such amendments, it shall be deemed that the Client is agreeable to the new clauses. However, if the Client does not agree with alteration, it shall have a right to terminate this Agreement in accordance with the terms hereof subject to meeting the financial and other obligations under this Agreement.

22. ASSIGNMENT

Neither Party shall assign or transfer all or any of the rights or obligations hereunder without the prior consent of the other Party.

23. GENERAL

a) The Portfolio Manager, may at its absolute discretion act or delegate the performance of its duties, discretions and obligations hereunder to any of its employees(s) or to such agent(s) as it may think fit and the fees/consultancy charges may be charged to the Client's account.



(First Holder)



(Second Holder)

- b) The Portfolio Manager may at its sole discretion permit the Client to mark a lien or create a charge on the Client's account maintained with the Portfolio Manager under this Agreement consisting of investments together with accretions, accruals, benefits, allotments, calls, refunds, returns, privileges, entitlements, substitutions and/or replacement or any other beneficial interest including any dividend, interest, rights, bonus, as well as residual cash balances, if any.
- c) Where the due date for any payment to the Client from the Portfolio Manager under this Agreement falls on a Saturday, Sunday or a holiday under the Negotiable Instruments Act, 1881, if any, the same shall be made on the next working day.

24. DISPUTES

All disputes, differences, claims and questions whatsoever arising under this Agreement between the Client and the Portfolio Manager and/or their respective representatives touching these presents or any clause or thing herein contained or otherwise in any way relating to or arising from these presents shall be resolved in accordance with and subject to the provisions of the Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof for the time being in force. Such arbitration proceedings shall be held in Mumbai.

25. ADDITIONAL TERMS AND CONDITIONS APPLICABLE TO NRI CLIENTS

In the event of the Client being a non-resident Indian (NRI) (as understood in the applicable Foreign Exchange Laws)

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

IN WITNESS WHEREOF the parties have caused this Agreement including the schedule of fees and the Application forming part thereof to be signed in duplicate on the day and year and manner hereinafter mentioned.

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(First Holder)

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(Second Holder)

witnessed by: X _____ witnessed by: X _____

Signed on behalf of

Managing Director/Authorised Signatory

Date:

Place:

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(First Holder)

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(Second Holder)

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS THAT I/We, _____

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Individual / Huf / Trust / Partnership / Company / Aop / others _____

Residing at / Having Registered office at _____

WHEREAS GEPL CAPITAL Pvt Ltd, a Company incorporated under the Companies Act 1956 and having its registered office at D-21, Dhanraj Mahal, C.S.M. Marg, Colaba, Mumbai - 400001 (hereinafter referred to as "Portfolio Manager" which expression shall include unless repugnant to or in consistent with the subject or context thereof, its successors and assigns) is duly authorized by the Securities and Exchange Board of India (hereinafter referred to as SEBI) to provide Portfolio Management Service vide authorization No INP 000002908 AND whereas the Portfolio Manager has agreed to provide the Portfolio Management Services and the Client has agreed to avail the same under the Portfolio Management Agreement of even date

NOW THESE PRESENTS WITNESS for me/us and on my /our behalf of the survivor of me/us in my/our name and in the name or names of my /our survivor or survivors, do hereby nominate constitute and appoint GEPL CAPITAL PVT LTD (the Portfolio Manager) acting through its officers as

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Through its officers as my/our true and lawful Attorney (hereinafter referred to as the said "Attorney") to do all or any of the following acts, deeds and things in relation to and concerning the funds, monies, amounts placed by us with or given to or for any Portfolio Management scheme of the Portfolio Manager.

To make necessary application(s) on my behalf to any Officials or Authorities in India, including but not limited to, the Central Government and/or the Reserve Bank of India and/or the Income Tax Authorities and/or Securities and Exchange Board of India in connection with my/our purchase/ sale/ transfer holdings and continuing to hold Securities, and to represent me in all respects before such authority or authorities and establish without encumbrance the ownership of the securities in my name.

The term "Securities" shall have the same meaning as defined under section 2 (h) of Securities Contract (Regulation) Act, 1956

Pursuant to our instruction or at your own discretion, to acquire by subscribing to or by purchase of securities and to sell, transfer and endorse the securities or redeem the same either through internet using the Identification number issued by any Mutual Fund from time to time, and/or to sign and to execute all transfer deeds whether as transferor or transferee and such other instruments, application and papers as may be necessary for the purpose of acquiring or transferring /redeeming the same, marking pledge / lien on such securities and/or for transferring the investments in the units of Mutual Fund from one scheme to another or between Mutual Funds.

Pursuant to our instructions or at your own discretion, to make application for , or to renounce and sign renunciation forms in respect of bonds/ debentures, rights shares and additional shares of any Company/Body/Authority and to receive and hold such rights or additional shares, bonds or debentures.

To issue orders and instructions for acquisition and disposal of investments for and on behalf of myself and to purchase or otherwise acquire, sell or otherwise dispose of and invest in securities including enter into foreign transactions required for this purpose.

To open and/or operate new or existing safe custody account or to keep in safe custody the securities acquired pursuant to the above authority.

To appoint, nominate or engage any broker and/or agent for effecting purchase and sale of the securities as mentioned above and to sign and submit such documents as may be required for admission as a client of such broker.

To open, operate depository account on my / our behalf exclusively with depository participantthrough A/C noand to issue instructions relating to dematerialization or rematerialising of securities, freezing of accounts, to block and/or debit the account, to give delivery/receipt instructions, pledge instruction, pledge closure instructions, lending and borrowing instructions, and to do all such other things that may be required in the course of business relating to the depository account opened on my/our behalf including closure of the account if deemed necessary or expedient.

Subject to Exchange Control Regulations in India to demand, receive and give good and effectual receipt(s) and discharge(s) for all or any dividends, interest, bonuses or any other sum(s) and/or income from the shares, debentures, units and other investments and to sign and endorse pay orders, dividend or other dues of whatever nature or account which are now or at any time may be due and payable and belong to me/or us on any account(s).

For the purpose of the aforesaid to sign contracts, agreements, transfers, acceptances, receipts, acquittances or other instruments, documents and forms, to accept and carry out correspondence with such person(s) or authority/authorities or department(s) and to do all lawful acts requisite for effecting the same.

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(First Holder)

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(Second Holder)

11. To open, operate bank accounts:

- I. Account on my/our behalf exclusively with _____ Branch _____ through Account No. _____ the said bank account be operated only by the Authorized Signatory appointed by the Portfolio Manager from time to time.
- II. NRE / NRO Account on my/our behalf exclusively with _____ Branch _____ through Account No. _____ the said bank account be operated only by the Authorized Signatory appointed by the Portfolio Manager from time to time and if required to make application to the Reserve Bank of India and/or any other authority for representation of funds and holding receipts, dividends etc. in respect of my securities.
- III. Portfolio Investment Scheme on my / our Behalf exclusively with _____ Branch _____ through Account No. _____ the said bank account be operated only by the Authorized Signatory appointed by the Portfolio Manager from time to time

- (e) To make, draw, sign, endorse, negotiate, accept and release as the case may be cheques, drafts, pay orders, telegraphic transfers / direct transfers on the internet or other securities for payment of money whether debit or credit in my/our account(s) with the Attorney.
- (f) To collect and deposit the monies realized from sale of the securities and all interest / dividends on my/ our behalf in my/our behalf in my/our aforesaid account or in such accounts at the discretion of the Portfolio Manager and /or to invest the same in any other securities/units of Mutual Fund / deposits or in any other instrument which the Attorney considers best under the circumstances.
- (g) To negotiate with any person whether body corporate or otherwise and effect the purchase/sale or securities on such terms and at such price as the said Attorney may consider best under circumstances.
- (h) To attend, vote and otherwise act as attorney or proxy at meetings of the members, creditors, debentures holders of any company in which Securities are acquired or held pursuant to this authority for and on my/ our behalf and/or per my/our instructions.
- (i) To comply and/or cause to be complied with all statutory and other requirements attached to or arising out of these premises and for these purpose to take such steps and actions necessary or proper, including signing of affidavits, indemnity, declarations, legal documents, deeds and writings required.
- (j) And for all or any of the purpose aforesaid to appoint from time to time a substitute and to revoke such substitution but so that the appointment of any such substitute shall not affect or prejudice the rights or Power of the Attorney to act hereunder and the Attorney may continue to do so notwithstanding such appointments.
- (k) This Power of Attorney given under my/our hands is irrevocable by me/us during the tenure of my/ our Portfolio account with GEPL CAPITAL Pvt. Ltd., is operational in accordance with the terms and conditions of such portfolio(s) schemes statutory regulations.

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

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

I/we do and confirm and agree to ratify and confirmation and whatsoever acts, deeds, matters and things done or cause to be done by the Attorney or his substitute by virtues of these presents.

It is hereby clarified and declared that the Attorney being a body corporate, the power herein above granted may be exercised by any of its agents or employees to whom the Attorney may delegate any of the powers aforesaid and accordingly the Attorney may appoint and remove any sub-agent or Attorney from time to time as it may consider appropriate.

(First Holder)

(Second Holder)

(for and on behalf of the Client)

PLACE:

DATE:

Witness For Power of Attorney

1.23. Name _____ **Signature:** _____

1.24. Name _____ **Signature:** _____

(First Holder)

(Second Holder)

(On the letter head In Case of Non - Individual)

From, _____

Date:

GEPL Capital Pvt Ltd,
D-21, Dhanraj Mahal,
C.S.M. Marg, Colaba,
Mumbai - 400001.

Dear Sir,

I/We wish to inform you that I/We have read and understood the contents of the disclosure Document as specified in Schedule V of the SEBI (Portfolio Managers) Amendment Regulations, 2002, alongwith certificate in Form C as specified in Schedule I of the said Regulations and provided to me/us Atleast two days prior of entering into the Portfolio Management Agreement.

I/We are enclosing herewith the documents/agreements as required for registering as client for availing the Portfolio Management Services.

In case you require any further information please let me/us know.

Yours faithfully,



(First Holder)



(Second Holder)



(First Holder)



(Second Holder)

(On the letter head In Case of Non - Individual)

From, _____

Date:

GEPL Capital Pvt Ltd,
D-21, Dhanraj Mahal,
C.S.M. Marg, Colaba,
Mumbai - 400001.

Subject: Declaration for connected person as per SEBI Regulation

Sir,

I hereby declare that, I am/we are not connected persons * as defined in "Prohibition of Insider Trading Regulations, 1992" and do not have access to price sensitive information or I am /we are connected person* as defined in "Prohibition of Insider Trading Regulations, 1992" with following companies.

No	Company	Remarks

*Connected person" means any person who-

3. is a director, as defined in clause (13) of section 2 of the Companies Act, 1956 (1 of 1956) of a company, or is deemed to be a director of that company by virtue of subclause (10) of section 307 of that Act or
4. occupies the position as an officer or an employee of the company or holds a position involving a professional or business relationship between himself and the company 3* [whether temporary or permanent] and who may reasonably be expected to have an access to unpublished price sensitive information in relation to that company.

Thanking You.

Yours faithfully,

(First Holder)

(Second Holder)

(First Holder)

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