Caelis

CAELIS VENTURES PRIVATE LIMITED

SEBI Registration No.: INP000010362

PORTFOLIO MANAGEMENT SERVICES ACCOUNT OPENING BOOKLET

Client Onboarding & Documentation

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Caelis

Form. No:

CAELIS CORE COMPOUNDERS

ACCOUNT OPENING BOOKLET

Investor's Name: _____

Distributor / Advisor Name: _____

Distributor / Advisor Code: _____

Caelis RM Name: _____

Approach Name: _____

Client Code: _____

CAELIS VENTURES PRIVATE LIMITED
SEBI Registration No. - INP000010362

INSTRUCTIONS/CHECKLIST FOR SUPPORTING DOCUMENTS TO BE OBTAINED

IMPORTANT POINTS

Copies of all documents that are submitted need to be compulsorily self-attested by the Holder.

PAN card is mandatory.

If any document is submitted is in foreign language, then translation into English is required.

Sole-proprietor shall make the application in his/her individual capacity.

Any corrections on the forms should be countersigned by all the account holders/authorized signatories with Firm/Company Stamp.

All Photographs should be affixed in the relevant boxes and signature should be half on the photograph and half on the Form.

In case of minor, photocopy of the School Leaving Certificate/Mark sheet issued by Higher Secondary Board/Passport of Minor/Birth Certificate must be provided.

In case of Merchant Navy, NRI's, Mariner's declaration or certified copy of CDC (Continuous Discharge Certificate) is to be submitted.

In absence of DIN for the directors, their passport copy should be given.

Proof of Identity (POI)- Any one of the Following:

- Passport/Voter ID Card/Driving License/Aadhaar Card/ E-Aadhaar*
- Identity card/document with Contributor's photo, issued by any of the following: Central/State Government and its departments, Statutory/ Regulatory Authorities, Public Sector Undertakings, Scheduled Commercial Banks, Public Financial Institutions, Colleges affiliated to Universities, Professional bodies such as ICAI, ICWAI, ICSI, BAR Council etc., to their Members; and Credit/Debit Cards issued by Banks.

Proof of Address (POA)- Any one of the following:

- Passport/Voter ID Card/Driving License/Aadhaar Card/ E-Aadhaar*
- Utility bill (Maintenance bill, Landline bill, Electricity bill, Gas bill, Not older than 2 months#).
- Self-declaration by High Court and Supreme Court Judges, giving the new address in respect of their own accounts.
- Proof of Address issued by: Bank Managers of Scheduled Commercial Banks/Scheduled Co-operative Bank/Multinational Foreign Banks/ Gazetted Officer/Notary Public/Elected Representatives to the Legislative Assembly/ Parliament/ Documents issues by any Government or Statutory Authority.
- Identity card/document with address, issued by any of the following: Central/State Government and its departments, Statutory/Regulatory Authorities, Public Sector Undertakings, Scheduled Commercial Banks, Public Financial Institutions, Colleges affiliated to Universities, Professional bodies such as ICAI, ICWAI, ICSI, BAR Council etc., to their Members; and Credit/Debit Cards issued by Banks

Bank Account Proof – Any one of the following

- Bank Statement/Passbook for last six months
- Duly certified letter by the bank giving account details and source of funds

Proof of payment of the Contribution made:

- Cancelled cheque with name of Account Holder printed on the Cheque
- Copy of the cheque issued (in case of cheque payments) or copy of the fund transfer/RTGS/NEFT slip with UTR no. mentioned, issued by the bank

Demat Account Proof (Applicable only in case of Securities transfer) - Any one of the following:

- Holding or Transaction Statement
- Client Master List
- Letter by the Depository Participant (DP) giving the account details

*Accredited Investor (including Joint Holders) shall give a copy of Accreditation Certificate issued by the Accreditation Agency

Positive Pay System (CPPS)

- In case of funding through Cheque, please note that the Reserve Bank of India (RBI) has made it mandatory for cheques worth Rs 5 lakh or above to follow the Positive Pay System (CPPS) to be encashed. If the rules are not followed, the banks are allowed to refuse clearance of such cheques. Such information can be provided electronically, through channels like SMS, mobile app, internet banking, ATM, etc. For further details on said process you can please connect with your Relationship Manager or the bank from which the said cheque have issued.

Important Note: New KRA KYC - Aadhaar Validation

Basis SEBI regulation for the New KRA KYC Norms for Aadhaar Validation effective date of 1st Nov 2022 below mentioned process will be followed.
Key points as per mandate by SEBI:

1. KRAs shall be independently validating records of those clients (existing as well as new) whose KYC has been completed using Aadhaar as an OVD (Officially Valid Document, as ID/address proof).
2. The records of those clients who have completed KYC document as per OVD except Aadhar shall be validated only upon receiving the Aadhaar Number.
3. KRAs shall validate the following details:
   a. Aadhaar through Unique Identification Authority of India (UIDAI) authentication/verification mechanism.
   b. Mobile number and e-mail ID using OTP validation (only in cases where mobile number and e-mail ID provided by client are not seeded with Aadhaar)
   c. PAN using the Income Tax Database.
4. The KYC records of new clients (who have used Aadhaar as an OVD) shall be validated within 2 days of receipt of KYC records by KRAs
5. KYC records of all existing clients (who have used Aadhaar as an OVD) shall be validated within a period of 180 days from November 1,2022 (as per extension granted on 27th June 2022).

Clients whose KYC records are not found to be valid by KRA after the validation process shall be allowed to transact in securities market only after their KYC is validated. The KRA will communicate this to us, and we shall take it up to the intermediary to take it forward with investors to resolve.

* E-Aadhaar shall be valid for the period of 1 month from the date of issue

Applicable only in-case of Non Individuals

FOR ALL APPLICANTS, JOINT APPLICANTS (INDIVIDUAL AND NON-INDIVIDUAL)	PMS	DEMAT	TOTAL COPIES	YES/NO
Photographs *(Applicants, Joint Applicants, Karta, Authorized Signatories, Nominee, Guardian, Partner, Trustees/Directors)*	1	1	2	
PAN Card *(Applicants, Joint Applicants, Karta, Authorized Signatories, Nominee, Guardian, Partner, Trustees/Directors)*	1	1	2	
Proof of Identity *(POI)*	1	1	2	
Proof of Address *(POA)* to be given for Present as well as Permanent address/Corporate as well as Registered Office	1	1	2	
Bank Account Proof	1	-	1	
Demat Account Proof	1	-	1	
CKYC verified compliance	1	1	2	
ADDITIONAL DOCUMENTS FOR NON - RESIDENT INDIAN (Existing PIS Account)				
Visa and Passport/PIO Card/OCI Card and Overseas Address Proof	1	3	4	
Immigration stamp copy	1	3	4	
Form 10F	1	-	1	
Tax Residency Certificate *(TRC)* applicable for investors residing in DTAA countries	1	-	1	
Permanent Establishment *(PE)* Certificate	1	-	1	
If NRE/NRO account, NRE/NRO declaration from bank on bank's letterhead	1	-	1	
ADDITIONAL DOCUMENTS FOR ALL NON - INDIVIDUAL				
Audited Financial Statements for last 2 years	1	1	2	
Ultimate Beneficial Owner Declaration *(In Trust, Companies, LLP, AOP, Partnership Firm, Society holding more than 10% or holding less than 10% but having control over the entity)*	1	1	2	
List of authorized signatories containing Name, DIN/DPIN *(if available)*, Photographs and specimen signature	1	1	2	
Copy of latest share holding pattern and List of all Shareholders/Promoters holding 10% or more shares in the company along with Self-attested copy of ID Proof and Address Proof of the ultimate beneficial owners. (Further in case the shareholder in the applicant company is a corporate, detail of Shareholders of that corporate needs to be collected on the letterhead of that company duly certified by CS/WTD/MD of that company	1	1	2	
ADDITIONAL DOCUMENTS FOR PARTNERSHIP FIRM				
Certificate of registration *(for registered Partnership Firms only)*/LLP Registration Certificate	1	1	2	
Copy of Partnership Deed	1	1	2	
List of Partner along with Photograph, POI, POA and PAN	1	1	2	
ADDITIONAL DOCUMENTS FOR TRUST				
Certificate of registration *(for registered trusts only)*	1	1	2	
Copy of Trust Deed	1	1	2	
List of all beneficiaries holding 10% or more interest in the Trust along with Self-attested copy of ID Proof and Address Proof of the ultimate beneficial owners. (Further in case the ultimate beneficiary in the Trust is another Trust, details of Settlor & Trustees of that Trust on the letterhead of that Trust needs to be collected duly certified by CS/managing trustees of that Trust).	1	1	2	
List of Trustees along with Photograph, POI, POA and PAN	1	1	2	
ADDITIONAL DOCUMENTS FOR HINDU UNDIVIDED FAMILY (HUF)				
Deed of declaration of HUF/List of Coparceners with date*	1	1	2	
Photograph, POI, POA and PAN of Karta	1	1	2	
ADDITIONAL DOCUMENTS FOR BODY OF INDIVIDUALS OR UNINCORPORATED ASSOCIATION				
Proof of Existence/Constitution document	1	1	2	
Resolution of the managing body and Power of Attorney granted to transact business on its behalf	1	1	2	
ADDITIONAL DOCUMENTS FOR ARMY/GOVERNMENT BODIES				
Self-certification on letterhead	1	1	2	
ADDITIONAL DOCUMENTS FOR REGISTERED COMPANY				
Copies of Memorandum and Articles of Association *(MOA and AOA)* or such other Charter document	1	1	2	
Certificate of Incorporation	1	1	2	
Photograph, POI, POA, PAN, DIN of individual promoters holding control-either directly or indirectly	1	1	2	

Copy of Latest Shareholding Pattern including list of all those holding control, either directly or indirectly, in the Company, duly certified by company secretary/whole time director/Managing director	1	1	2	
Board Resolution for investment in securities market	1	1	2	
List of Whole time directors/ two directors along with their POI, POA and PAN	1	1	2	
ADDITIONAL DOCUMENTS FOR STUDENT AND HOUSEWIFE				
In case of House wife and Student, 1 year bank statement or ITR required to identify source of funds as per PMLA guidelines.	1	1	2	

* It is mandatory for HUF to have a Co-parcener other than Karta in HUF

CHEQUE SHOULD BE DRAWN IN FAVOUR OF CAELIS VENTURES PRIVATE LIMITED

INSTRUCTIONS/GUIDELINES FOR FILLING APPLICATION CUM KYC FORM
1. KYC number of applicant is mandatory for update/change of KYC details. 2. Name & address of the applicant mentioned on the Application cum KYC form, should match with the documentary proof submitted.
A. Clarification/Guidelines on filling 'Identity Details' section
1. Name: Please state the name with Prefix (Mr/Mrs/Ms/Dr/etc.). The name should match the name as mentioned in the Proof of Identity submitted Failing which the application is liable to be rejected. 2. Either father's name or spouse's name is to be mandatorily furnished.
B. Clarification/Guidelines on filling details if applicant residence for tax purposes in jurisdiction(s) outside India
Tax identification Number (TIN): TIN need not be reported if it has not been issued by the jurisdiction. However, if the said jurisdiction has issued a high integrity number with an equivalent level of identification (a "Functional equivalent"), the same may be reported. Examples of that type of number for individual include, a social security/insurance number, citizen/personal identification/services code/number, and resident registration number)
C. Clarification/Guidelines on filling 'Proof of Identity [PoI]' section
1. If driving license number or passport is provided as proof of identity, then expiry date is to be mandatorily furnished. 2. Letter issued by a gazetted officer, with a duly attested photograph of the person.
D. Clarification/Guidelines on filling 'Proof of Address [PoA] section
1. PoA to be submitted only if the submitted PoI does not have an address or address as per PoI is invalid or not in force. 2. State/U.T Code and Pin/Post Code will not be mandatory for Overseas addresses.
E. Clarification/Guidelines on filling 'Proof of Address [PoA] - Correspondence / Local Address details' section
1. To be filled only in case the PoA is not the local address or address where the customer is currently residing. No separate PoA is required to be submitted. 2. In case of multiple correspondence / local addresses, please fill 'Application cum KYC Form'
F. Clarification/Guidelines on filling 'Contact details' section
1. Please mention two- digit country code and 10-digit mobile number (E.g. for Indian mobile number mention 91-9999999999). 2. Do not add '0' in the beginning of Mobile number.
G. Clarification/Guidelines on filling 'Related Person details' section
1. Provide KYC number of related person if available.
H. List of people authorized to perform In Person Verification (IPV):
1. Authorized officials of Portfolio Manager 2. Authorized officials of Registrar & Transfer Agent (R&T) acting on behalf of the Portfolio Manager. 3. KYD compliant mutual fund distributors. 4. Manager of a Scheduled Commercial/Co-operative Bank or Multinational Foreign Banks (for investors investing directly). 5. In case of NRI applicants, a person permitted to attest documents, may also conduct the In Person Verification and confirm this in the KYC Form.
I. PAN Exempt Investor Category are
1. Transactions undertaken on behalf of Central/State Government, by officials appointed by Courts, e.g., Official liquidator, Court receiver, etc. 2. Investors residing in the state of Sikkim. 3. UN entities/multilateral agencies exempt from paying taxes/filing tax returns in India.
J. Politically Exposed person (PEP)
are defined as individuals who are or have been interested with prominent public functions in a foreign country, e.g. Heads of State or of Governments, Senior Politicians, Senior Government/Judicial/Military Officers, Senior Executives of State owned corporations, important political party officials, etc.

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IMPORTANT BANK ACCOUNT INFORMATION

- All cheque payments and online transfers shall be remitted in the name of **Caelis Ventures Private Limited.**
- Please ensure that funds/share transfer proof is submitted to Caelis Ventures Private Limited immediately after the transfer.

Application Cum KYC Form

A. Account / Applicant Status

Sole / primary applicant's legal status — tick one primary category and the applicable sub-type.

Individual: ☐ Resident Individual ☐ NRI – Repatriable ☐ NRI – Non-Repatriable ☐ PIO

HUF: ☐ HUF

Firm: ☐ Proprietorship ☐ Partnership (Registered) ☐ Partnership (Unregistered) ☐ LLP

Corporate: ☐ Public Limited ☐ Private Limited ☐ Corporate Body ☐ Bank / FI / FII

Trust / Society: ☐ Trust – Registered ☐ Trust – Unregistered ☐ Charitable

Associations: ☐ Government Body ☐ Defence Establishment ☐ AOP / BOI ☐ NGO

Others:

B. Service / Product Type

☐ Discretionary ☐ Non-Discretionary ☐ Advisory

C. Mode of Holding

☐ Single ☐ Joint ☐ Anyone or Survivor

D. Name(s) of the Applicant(s) / HUF / Firm / Corporate / Trust

Guardian details are mandatory where the sole / primary applicant is a minor.

Sole / Primary Applicant Name	**PAN**	**Aadhaar Number**
Second Applicant Name	**PAN**	**Aadhaar Number**
Third Applicant Name	**PAN**	**Aadhaar Number**
Guardian Name (if applicant is a minor)	**PAN**	**Aadhaar Number**

E. Additional Details — Individuals / NRI / HUF / Sole Proprietor

Guardian details are mandatory where the sole / primary applicant is a minor.

Sole / Primary Applicant

Date of Birth	**Gender**	**Marital Status**	**Name of Father / Spouse / Karta / Proprietor**

Second Applicant

Date of Birth	**Gender**	**Marital Status**	**Name of Father / Spouse**

Third Applicant

Date of Birth	**Gender**	**Marital Status**	**Name of Father / Spouse**

Guardian (if sole / primary applicant is a minor)

Relationship to Minor: ☐ Father ☐ Mother ☐ Legal Guardian

F. Additional Details — Partnership / Corporate / Trust

Nature of Business	**City of Incorporation**	**Country of Incorporation**
Date of Incorporation / Registration	**Date of Commencement of Business**	

G. Address & Contact Details

Permanent Address

Address Line 1	
Address Line 2	
Address Line 3	
City	**Pincode**
State	**Country**
ISD / STD — Phone Number	**Mobile Number**
Fax Number	**Email**

Correspondence Address (if different from Permanent Address)

[Mention Overseas address (In case of NRI) / Indian Address (In case of Resident Indian)]

Address Line 1	
Address Line 2	
Address Line 3	
City	**Pincode**
State	**Country**
ISD / STD — Phone Number	**Mobile Number**
Fax Number	**Email**

H. Bank Account Details

Account Type: ☐ Savings ☐ Current ☐ NRE ☐ NRO ☐ Other

Bank Name	Branch Name	Branch City
Account Number	IFSC Code	MICR Code
PIS Account No. (for NRI clients)		

I. Broker Registration

Registered with a broker member — ☐ Yes ☐ No

Broker Name	Telephone Number
Name of the Exchange	Client Code

If registered with more than one broker, attach details on a separate sheet in the same format.

J. Investment Profile

Investment Experience in Securities Market (years)	Expected Investment Time Horizon (years)

Investment Goal: ☐ Capital Appreciation ☐ Regular Income ☐ Both

Risk Tolerance: ☐ High ☐ Medium ☐ Low

Withdrawal Plan: ☐ Profit Re-investment ☐ Profit Withdrawal

Amount to be Invested — Discretionary	Amount to be Invested — Non-Discretionary

K. Depository Account Details

NSDL Beneficiary Account No.	CDSL Beneficiary Account No.

L. Nomination Details

☐ I / We wish to nominate as under ☐ I / We do NOT wish to nominate

Nominee Name	Relationship	% Share	Nominee DOB	Guardian Name (if nominee is a minor)

Important: (1) Nomination details given for this account should be identical to the nomination on file for the linked depository account. (2) Nomination in the depository account should be changed only after updating this account's nomination, to avoid issues with transmission of assets to the nominee.

M. KYC Details

Mandatory for all applicants, including the guardian of a minor applicant.

1. Sole / Primary Applicant (or Guardian, if sole / primary applicant is a minor)

☐ Residential Individual ☐ NRI – Repatriable ☐ NRI – Non-Repatriable ☐ PIO ☐ Non-Individual

Gross Annual Income:

☐ ₹1–5 Lakh ☐ ₹5–10 Lakh ☐ ₹10–25 Lakh ☐ ₹25 Lakh–1 Crore ☐ > ₹1 Crore

Net Worth (for non-individuals; amount and "as on" date, not older than 1 year)

Occupation / Business Type:

☐ Business ☐ Service – Private Sector ☐ Service – Public Sector ☐ Service – Government ☐ Professional ☐ Retired ☐ Housewife

☐ Student ☐ Forex Dealer ☐ Farming ☐ Other

Politically Exposed Person (PEP) Status:

☐ I am a PEP ☐ I am related to a PEP ☐ Not Applicable

Address Type on Record with KRA:

☐ Residential ☐ Business ☐ Registered Office ☐ Residential or Business

2. Second Applicant

☐ Residential Individual ☐ NRI – Repatriable ☐ NRI – Non-Repatriable ☐ PIO ☐ Non-Individual

Gross Annual Income:

☐ ₹1–5 Lakh ☐ ₹5–10 Lakh ☐ ₹10–25 Lakh ☐ ₹25 Lakh–1 Crore ☐ > ₹1 Crore

Net Worth (for non-individuals; amount and "as on" date, not older than 1 year)

Occupation / Business Type:

☐ Business ☐ Service – Private Sector ☐ Service – Public Sector ☐ Service – Government ☐ Professional ☐ Retired ☐ Housewife

☐ Student ☐ Forex Dealer ☐ Farming ☐ Other

Politically Exposed Person (PEP) Status:

☐ I am a PEP ☐ I am related to a PEP ☐ Not Applicable

Address Type on Record with KRA:

☐ Residential ☐ Business ☐ Registered Office ☐ Residential or Business

3. Third Applicant

☐ Residential Individual ☐ NRI – Repatriable ☐ NRI – Non-Repatriable ☐ PIO ☐ Non-Individual

Gross Annual Income:

☐ ₹1–5 Lakh ☐ ₹5–10 Lakh ☐ ₹10–25 Lakh ☐ ₹25 Lakh–1 Crore ☐ > ₹1 Crore

Net Worth (for non-individuals; amount and "as on" date, not older than 1 year)

Occupation / Business Type:

☐ Business ☐ Service – Private Sector ☐ Service – Public Sector ☐ Service – Government ☐ Professional ☐ Retired ☐ Housewife

☐ Student ☐ Forex Dealer ☐ Farming ☐ Other

Politically Exposed Person (PEP) Status:

☐ I am a PEP ☐ I am related to a PEP ☐ Not Applicable

Address Type on Record with KRA:

☐ Residential ☐ Business ☐ Registered Office ☐ Residential or Business

N. Foreign Tax Laws Declaration — Individuals (FATCA / CRS)

Mandatory for all individual applicants, including the guardian of a minor applicant, irrespective of residential status.

Sole / Primary Applicant

Place of Birth	Country of Birth

Tax resident of a country other than India — ☐ Yes ☐ No

Country of Tax Residency	Tax ID Type (TIN / Other)	Tax Identification Number

Second Applicant

Place of Birth	Country of Birth

Tax resident of a country other than India — ☐ Yes ☐ No

Country of Tax Residency	Tax ID Type (TIN / Other)	Tax Identification Number

Third Applicant

Place of Birth	Country of Birth

Tax resident of a country other than India — ☐ Yes ☐ No

Country of Tax Residency	Tax ID Type (TIN / Other)	Tax Identification Number

Guardian (Minor Applicant)

Place of Birth	Country of Birth

Tax resident of a country other than India — ☐ Yes ☐ No

Country of Tax Residency	Tax ID Type (TIN / Other)	Tax Identification Number

O. FATCA / CRS & Ultimate Beneficial Ownership — Non-Individuals

Part A — Financial Institution / Direct Reporting NFE: ☐ We are a Financial Institution ☐ We are a Direct Reporting NFE

GIIN:		
GIIN not available — Applied For	Not Required to Apply (specify sub-category code)	Not Obtained — Non-Participating FI
Name of Sponsoring Entity (if applicable)	Sponsor's GIIN	

Part B — Non-Financial Entities (other than Direct Reporting NFEs)

☐ Publicly Traded Company ☐ Related Entity of a Publicly Traded Company ☐ Active NFE ☐ Passive NFE

Name of Stock Exchange (if publicly traded / related entity)	**Name of Listed Company (if related entity)**
Active NFE Sub-Category Code	**Nature of Business (if Passive NFE / Active NFE requiring detail)**

Declaration of Ultimate Beneficial Owner(s) (UBO)

Mandatory for all entities except a Publicly Traded Company or a related entity of a Publicly Traded Company. Attach additional sheets if more than three UBOs.

Details	UBO 1	UBO 2	UBO 3
PAN			
Name of UBO			
UBO Code			
% of Holding			
Address (incl. ZIP / State / Country)			
Telephone / Mobile			
Country of Tax Residency			
Tax ID Number & Type			
Date of Birth			
City & Country of Birth			
Nationality			
Gender			
Father's Name			
Occupation			

P. Investment & Payment Details

Fund House / Product Name	Amount to be Invested	% Invested
Total		
Bank	**Branch**	
Instrument / Instruction No.	**Date**	

Q. GOODS AND SERVICE TAX (GST) DETAILS

☐ We have GST number for availing credit ☐ We don't have GST number and do not wish to avail credit

GST Number*:

*GST Certificate has to exactly match the investor name (Joint names/partner of LLP are not allowed).

R. Declaration of Interest in Body Corporates

List any corporate body in which the applicant(s) may be considered to hold an interest that could enable access to unpublished price-sensitive information.

Applicant	Company Name	ISIN	Nature of Interest	Designation	No. of Shares Held	% of Paid-up Capital

S. Introduced By

Organization Name	Employee Name	Employee Code
Address		

T. Declaration, Photograph(s) & Signature(s)

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 of any change in the information given in this application or its annexures, and will furnish further information as you or the relevant regulator may require from time to time. I / We agree that if I / We fail to give such information, you shall have the right to cancel my / our registration for this service.

Additional Declaration — NRI Applicants Only

I/We hereby confirm that I / We am / are Non-Resident of Indian Nationality / Origin, and that the funds for investment have been remitted from abroad through approved banking channels, or from funds held in my / our Non-Resident External / Ordinary / FCNR Account.

FATCA/CRS Declaration

I/We have understood the information requirements of this form, read together with the FATCA & CRS instructions, and confirm that the information provided is true, correct and complete. I / We confirm having read and understood the FATCA & CRS Terms and Conditions and accept the same.

I/We confirm having read and understood the Disclosure Document and the Schedule of Fees & Charges provided to me / us at least two days prior to entering into this agreement.

Signatures

Affix recent photograph & sign across it	*Affix recent photograph & sign across it*	*Affix recent photograph & sign across it*
Sign here	*Sign here*	*Sign here*
Name of Authorised Person:	**Name of Authorised Person:**	**Name of Authorised Person:**

** Signatures with rubber stamp required for non-individual investors.*

Place	Date

RISK PROFILE
(Required for all Clients)

Your Information	First Applicant	Second Applicant	Third Applicant
Name			
Date			

*** Put a tickmark (✓) in the column, wherever applicable.**

1. What is the time horizon you would want to invest for?

Options	First Applicant	Second Applicant	Third Applicant
a. Less than 12 months			
b. 12 months – 24 months			
c. 24 months – 36 months			
d. 36 months & above			

2. Which income bucket do you fall into?

Options	First Applicant	Second Applicant	Third Applicant
a. Less than & equal to ₹10 lakhs			
b. >₹10 lakhs – ₹25 lakhs			
c. >₹25 lakhs – ₹1 crore			
d. >₹1 crore			

3. If the performance of an investment you have recently made is below your expectations, how would you feel?

Options	First Applicant	Second Applicant	Third Applicant
a. Very upset			
b. Somewhat upset, but hope that it will improve in the future			
c. Uneasy but willing to take it			
d. Not upset because I know that all investments carry risk			

4. What do you normally associate the word 'risk' with?

Options	First Applicant	Second Applicant	Third Applicant
a. Danger			
b. Uncertainty			
c. Opportunity			
d. Thrill			

5. Which of the following asset classes do you have an investment experience in (tick whichever is applicable)?

Options	First Applicant	Second Applicant	Third Applicant
a. Debt			
b. Gold			
c. Equities			
d. Venture Funds			
e. Derivatives			

6. After making an investment, how do you usually feel?

Options	First Applicant	Second Applicant	Third Applicant
a. Very worried			
b. Happy but at the same time worried			
c. Somewhat satisfied			
d. Very satisfied			

7. Consider this scenario. You had invested in a company, but it performed so bad that you sold off your investments at a loss. Then you hear that the same company has begun to do well. Would you invest in the company again?

Options	First Applicant	Second Applicant	Third Applicant
a. Definitely not			
b. May be, but I am not very sure			
c. Perhaps, I will			
d. Definitely yes			

8. Experts tell you that investments are subject to risk and you have to be prepared for losses as well as gains. What is the level of loss in your investment that you are willing to accept?

Options	First Applicant	Second Applicant	Third Applicant
a. I would hate to see any kind of loss in my investments			
b. I will be willing to take up to 20% loss of my investment cost			
c. I can perhaps bear a loss of up to 40% of my investment cost			
d. I am willing to take any kind of loss			

9. What has been your general investment preference?

Options	First Applicant	Second Applicant	Third Applicant
a. Only assured return investments			
b. Limited investment in risky products			
c. Divided between risky and safe products			
d. Mostly risky investments			

10. If your investment advisor told you that you could enjoy better returns if you were willing to take the risk, to what extent would you be willing to expose your investments to risk, in order to earn a higher return?

Options	First Applicant	Second Applicant	Third Applicant
a. None at all			
b. About 20%			
c. About 40%			
d. More than 50%			

11. Interest rates can go up or down. If you had to take a loan and had the choice between a fixed rate and a variable one, which one would you prefer?

Options	First Applicant	Second Applicant	Third Applicant
a. I will always choose a fixed rate			
b. I will choose a combination of 70% fixed and 30% variable			
c. I will choose a combination of 30% fixed and 70% variable			
d. I will choose 100% variable			

Scoring

☐ a. 10 marks	☐ b. 20 marks	☐ c. 30 marks	☐ d. 40 marks

ADD UP YOUR SCORE

Risk Profiles	First Applicant	Second Applicant	Third Applicant
Very Conservative: (100-140 Risk Score)			
Conservative: (141-180 Risk Score)			
Moderate: (181-250 Risk Score)			
Aggressive: (251-400 Risk Score)			
Very Aggressive: (401-520 Risk Score)			

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

DISCRETIONARY PORTFOLIO MANAGEMENT SERVICES AGREEMENT

BETWEEN

CLIENT

AND

CAELIS VENTURES PRIVATE LIMITED

DISCRETIONARY PORTFOLIO MANAGEMENT SERVICES AGREEMENT

This Discretionary Portfolio Management Services Agreement (hereinafter referred to as "this Agreement") made and entered into by and between the person(s) specified in Application cum KYC Form (hereinafter referred to as **"the Client"** which expression shall unless the context otherwise requires, be deemed to include his/hers/its, successors, administrator, and executors) of the **ONE PART**;

AND

Caelis Ventures Private Limited, a Company incorporated under the Companies Act, 2013 and having its registered office at 51, Mahatma Gandhi Nagar, Ajmer Road, Jaipur-302019 and corporate office at C-9/23, First Floor, Chitrakoot Scheme, Ajmer Road, Jaipur, 302021 (hereinafter referred to as "**Portfolio Manager**" which expression shall, unless the context otherwise requires, be deemed to include its successors and assigns) of the **OTHER PART**.

WHEREAS:

A. The Portfolio Manager holds a valid certificate of registration under the SEBI (Portfolio Managers) Regulations, 1993 (as repealed and superseded by SEBI (Portfolio Managers) Regulations, 2020), to carry on the business of portfolio management services vide Registration No. INP000010362 and is, inter alia, engaged in investing funds of its clients in securities and providing portfolio management services to its clients. The Client is desirous of appointing the Portfolio Manager for managing the investment of his/its funds on a discretionary basis and to avail the portfolio management services by the Portfolio Manager in the manner more particularly set out here in.

B. The Client is desirous of availing the Portfolio Management Services, as offered by the Portfolio Manager and has approached the Portfolio Manager for the same.

C. The Portfolio Manager has made available to the Client a copy of the "Disclosure Document" and "Most Important Terms and Conditions (MITC)" prior to the signing of the Agreement and the Client having read and understood the contents of the Disclosure Document, has agreed to avail the services of the Portfolio Manager in accordance with the terms and conditions set out in this Agreement.

D. The Portfolio Manager has made available to the Client who is an Accredited Investor (defined below) the details of regulatory concessions available for investment and the relevant conditions applicable under the Accredited Investor Framework.

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

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

1. DEFINITIONS

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

1.1 "**Act**" means the Securities and Exchange Board of India, Act 1992.

1.2 "**Accreditation Agency**" means a subsidiary of a recognized stock exchange or a subsidiary of a depository or any other entity as may be specified by SEBI from time to time

1.3 "**Accredited Investor**" means any person who is granted a certificate of accreditation by an accreditation agency who:

(i) in case of an individual, HUF, family trust or sole proprietorship has:

(a) annual income of at least two crore rupees; or

(b) net worth of at least seven crore fifty lakh rupees, out of which not less than three crores seventy-five lakh rupees is in the form of financial assets; or

(c) annual income of at least one crore rupees and minimum net worth of five crore rupees, out of which not less than two crore fifty lakh rupees is in the form of financial assets.

(ii) in case of a body corporate, has net worth of at least fifty crore rupees;

(iii) in case of a trust other than family trust, has net worth of at least fifty crore rupees;

(iv) in case of a partnership firm set up under the Indian Partnership Act, 1932, each partner independently meets the eligibility criteria for accreditation:

Provided that the Central Government and the State Governments, developmental agencies set up under the aegis of the Central Government or the State Governments, funds set up by the Central Government or the State Governments, qualified institutional buyers as defined under the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018, Category I foreign portfolio investors, sovereign wealth funds and multilateral agencies and any other entity as may be specified by the Board from time to time, shall deemed to be an accredited investor and may not be required to obtain a certificate of accreditation.

1.4 "**Agreement or Portfolio Management Services Agreement or PMS Agreement**" means agreement executed between the Portfolio Manager and its Client for providing portfolio management services and shall include all schedules and annexures attached thereto and any amendments made to this agreement by the parties in writing, in terms of Regulation 22 and Schedule IV of the Regulations.

1.5 "**Applicable Law(s)**" means any applicable statute, law, ordinance, regulation, rule, order, bye-law, administrative interpretation, write, injunction, directive, judgment or decree or other instrument which has a force of law, as is in force from time to time.

1.6 "**Application**" means the application made by the Client to the Portfolio Manager to place the funds and/or securities mentioned therein with the Portfolio Manager for Portfolio Management Services. Upon execution of the Agreement by the Portfolio Manager, the Application shall be deemed to form an integral part of the Agreement. Provided that in case of any conflict between the contents of the Application and the provisions of the Agreement, the provisions of the Agreement shall prevail

1.7 "**Advisor**" means any person, who is engaged in the business of providing investment advice to clients or other persons or group of persons and includes any person who holds out himself as an investment adviser, by whatever name called; (whether known as Channel Partners, Agents, Referral Interfaces or by any other name).

1.8 "**Advisory Services**" means advising on the portfolio approach, investment and divestment of individual Securities in the Client's Portfolio, entirely at the Client's risk, in terms of the Regulations and the Agreement.

1.9 "**Affiliate**" shall mean in relation to the Portfolio Manager, any Person that directly or indirectly Controls, is Controlled by, or is under common Control with another Person and shall include any subsidiary or any parent company of the Portfolio and any subsidiary of any

such parent company, in each case from time to time.

1.10 "**AIF**" shall mean Alternative Investment Fund as defined under SEBI (Alternative Investment Funds) Regulations, 2012 as modified and amended thereto.

1.11 **"Asset Under Advice or AUA"** means: the aggregate net asset value of securities and investment products for which the Portfolio Manager has rendered investment advice irrespective of whether the implementation services are provided by the Portfolio Manager or concluded by the client directly or through other service providers.

1.12 "**Associate**" means: (i) a body corporate in which a director or partner of the Portfolio Manager holds either individually or collectively, more than twenty percent of its paid-up equity share capital or partnership interest, as the case may be; or (ii) a body corporate which holds, either individually or collectively, more than twenty percent of the paid-up equity share capital or partnership interest, as the case may be of the Portfolio Manager

1.13 "**Asset Under Management**" or "AUM" means aggregate net asset value of the Portfolio managed by the Portfolio Manager on behalf of the Clients.

1.14 "**Bank Account**" means one or more accounts opened, maintained and operated by the Portfolio Manager with any of the Scheduled Commercial Banks in the name of the Client or a pool account in the name of Portfolio Manager to keep the Funds of all clients.

1.15 "**Board or SEBI**" means the Securities and Exchange Board of India established under section 3 of the Securities and Exchange Board of India Act, 1992.

1.16 "**Benchmark**" means an index selected by the Portfolio Manager in accordance with the Regulations, in respect of each Investment Approach to enable the Clients to evaluate the relative performance of the Portfolio Manager.

1.17 "**Business Day**" means any day other than a day declared as a public holiday under the Negotiable Instruments Act, 1881, a Saturday or a Sunday, a day on which banks or stock exchanges are closed and any other day on which normal business cannot be transacted due to storms, floods, bandhs, strikes, lockdown or such other events as the Portfolio Manager may specify from time to time. The Portfolio Manager reserves the right to amend the definition of "**Business Day**".

1.18 "**Funds or Capital Contribution**" managed by Portfolio Manager means the monies managed by the Portfolio Manager on behalf of the Client pursuant to the Agreement and includes the monies mentioned in the account opening form, any further monies placed by the Client with the Portfolio Manager for being managed pursuant to the Agreement, the proceeds of 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.

1.19 "**Client or Investor**" means any person who signs an Agreement with the Portfolio Manager for availing the services of portfolio management as provided by the Portfolio Manager.

1.20 "**Chartered Accountant**" means a Chartered Accountant as defined in clause (b) of sub-section (1) of section 2 of the Chartered Accountants Act, 1949 (38 of 1949) and who has obtained a certificate of practice under sub-section (1) of section 6 of that Act.

1.21 "**Control**" of a Person (including its correlative meanings, "Controlled", "Controlled by", and "under common Control with") shall mean: (i) the right to exercise, directly or indirectly, more than 50% (fifty percent) of the voting rights attributable to the voting securities of such person (being a corporation); and/or (ii) having the right to appoint or remove a majority of the members of or otherwise control the votes at, the board of directors (or equivalent body) of that other person or the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of that other person, in each case including by way of contractual arrangements;

1.22 "**Custodian**" or "Custodian(s)" Means one or more entities registered with SEBI as custodians under the Applicable Laws and appointed by the Portfolio Manager, from time to time, for maintaining custody of the Client's funds and/or Securities

1.23 "**Depository**" means Depository as defined in the Depositories Act, 1996 (22 of 1996) and currently includes National Securities Depository Limited (NSDL) and Central Depository Services (India)Limited (CDSL).

1.24 "**Depository Account**" means one or more account or accounts of the Client or for the Client opened, maintained and operated by the Portfolio Manager with any depository or depository participant registered under the SEBI (Depositories and Participants) Regulations, 2018 in accordance with the agreement entered into with the Client.

1.25 "**Direct on-boarding**" Direct on-boarding means an option provided to clients to be on-boarded directly with the Portfolio Manager without intermediation of persons engaged in distribution services.

1.26 "**Disclosure Document or Document**" means this disclosure document issued by Caelis Ventures Private Limited for offering Portfolio Management Services, prepared in accordance with the Regulations.

1.27 "**Discretionary Portfolio Management Services**" means the portfolio management services rendered to the Client, by the Portfolio Manager on the terms and conditions contained in the Agreement with the Client, where the Portfolio Manager exercises any degree of discretion in investments or management of assets of the Client

1.28 "**Distributor**" means a person/entity empaneled by the Portfolio Manager which refer a Client to avail the Portfolio Manager in lieu of commission/ charges (whether known as Channel Partners, Agents, Referral Interfaces or by any other name).

1.29 "**Eligible Investors**" means a Person who: (i) complies with the Applicable Laws, and (ii) is willing to execute necessary documentation as stipulated by the Portfolio Manager.

1.30 "**Financial Year**" means the year starting from April 01 and ending on March 31 of the following year.

1.31 "**Fair Market Value**" means the valuation of securities determined by an agency appointed by the Portfolio Manager, which may include a reputable chartered accountant or other consultants.

1.32 "**Financial Year**" means the year starting from April 01 and ending on March 31 of the following year.

1.33 "**Foreign Portfolio Investors**" or "**FPI**" means a person registered with SEBI as a foreign portfolio investor under the Securities and Exchange Board of India (Foreign Portfolio Investors) Regulations, 2019 as amended from time to time.

1.34 "**Funds or Capital Contribution managed by Portfolio Manager**" means the monies managed by the Portfolio Manager on behalf of the Client pursuant to the Agreement and includes the monies mentioned in the account opening form, any further monies placed by the Client with the Portfolio Manager for being managed pursuant to the Agreement, the proceeds of 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.

1.35 "**Group Company**" means an entity which is a holding, subsidiary, associate, subsidiary of a holding company to which it is also a subsidiary.

1.36 "**HUF**" means the Hindu Undivided Family as defined in Section 2(31) of the IT Act.

1.37 "**High Water Mark**" means value of the highest Closing NAV achieved by the Portfolio in any year during the subsistence of this Agreement (adjusted for any additional funds/withdrawals by the Client in that year) and net of Portfolio Management Fees, for that year.

1.38 "**Hurdle Rate**" means the rate of return or benchmark return above which the performance fee will be charged as per the terms of the Agreement.

1.39 "**Interim Disbursement**" shall have the meaning prescribed under Clause19.7.1 of the Agreement.

1.40 "**Initial Corpus**" means the value of the funds and the market value of readily realizable securities brought in by the client at the time of registering as a client with the Portfolio Manager and accepted by the Portfolio Manager subject to a minimum of INR 50,00,000 (Indian

Rupees Fifty Lakhs) or such other higher amount as may be specified by the Portfolio Manager in compliance with Regulations.

1.41 "**Large Value Accredited Investor**" means an Accredited Investor who has entered into an agreement with the Portfolio Manager for a minimum Capital Contribution of ten crore rupees

1.42 "**Investment Approach**" is a broad outlay of the type of Securities and permissible instruments to be invested in by the Portfolio Manager for the Client, taking into account factors specific to Clients and Securities and includes any of the current Investment Approach or such Investment Approach that may be introduced at any time in future by the Portfolio Manager.

1.43 "**Investment Manager**" shall be the Portfolio Manager who acts as the investment manager to an Alternative Investment Fund under the SEBI (Alternative Investment Funds) Regulations, 2012 as amended and modified thereto.

1.44 "**IT Act**" means the Income Tax Act, 1961, as amended and restated from time to time along with the rules prescribed thereunder.

1.45 "**Management Fee**" means the management fee payable to the Portfolio Manager in accordance with the terms of the Agreement and this Document.

1.46 "**Mutual Fund or MF**" shall have the meaning ascribed to the term Mutual Fund under the SEBI (Mutual Funds) Regulations, 2026.

1.47 "**NISM**" means the National Institute of Securities Markets, established by SEBI.

1.48 "**Net Asset Value (NAV)**" shall mean Net Asset Value, which is the price; that the investment would ordinarily fetch on sale in the open market on the relevant date, less any receivables and fees due.

1.49 "**Non-Discretionary Portfolio Management Services**" means the portfolio management service rendered to the client, by the Portfolio Manager on the terms and conditions contained in the Agreement with respect to the Assets (including the Portfolio and Funds) of the Client, where the Portfolio Manager shall provide advice in relation to assets but does not exercise any discretion with respect to investments or management of the Assets of the Client, and invests and manage the Assets only after seeking and taking approval from the Client, entirely at the Client's risk.

1.50 "**Non-Resident Indian**" or "**NRI**" shall mean non-resident Indian as defined in Section2 (30) of the IT Act.

1.51 "**Overseas Citizen of India**" or "**OCI**" means an individual resident outside India who is registered as an Overseas Citizen of India cardholder under Section 7(A) of the Citizenship Act,1955.

1.52 "**Person**" means and includes an individual, a HUF, a corporation, a partnership (whether limited or unlimited), limited liability company,, a body of individuals, an association, a proprietorship, a trust, an institutional investor, a corporation, a body corporate, a cooperative society, a central or state government entity, a society, an unincorporated organization any other entity or organization whether incorporated or not, whether Indian or foreign, including a government or an agency or instrumentality thereof, who is allowed to invest as per applicable laws.

1.53 "**Person Resident in India**" shall mean

(i)a person residing in India for more than 182 days during the course of the preceding financial year but does not include

a) a person who has gone out of India or who stays outside India, in either case –

- for or on taking up employment outside India, or
- for carrying on outside India a business or vocation outside India, or
- for any other purpose, in such circumstances as would indicate his intention to stay outside India for an uncertain

period b)a person who has come to or stays in India, in either case, otherwise than –

- for or on taking up employment in India, or
- for carrying on outside India a business or vocation in India, or
- for any other purpose, in such circumstances as would indicate his intention to stay in India for an uncertain period

(ii) any person or body corporate registered or incorporated in India;

(iii) an office, branch or agency in India owned or controlled by a PROI

(iv) an office, branch or agency outside India owned or controlled by a person resident in India.

1.54 "**Person Resident Outside India or PROI**" shall mean a person who is not resident in India.

1.55 "**Performance Fee**" means the performance-linked fee payable to the Portfolio Manager above the Hurdle Rate in accordance with the terms of the Agreement and this Document.

1.56 "**Portfolio**" or "**Client Portfolio**" means the total holdings of all investments, Securities and Funds belonging to the client as per agreeme nt.

1.57 "**Portfolio Commencement Date**" means the date when each of the payment of the Capital Contribution shall be made to the Portfolio Manager. For avoidance of doubt, where the Capital Contribution is received prior to account being opened, initial Portfolio Commencement Date shall be the date on which the demat account of the Client is opened and formal client on-boarding process is completed by the Portfolio Manager.

1.58 "**Portfolio Entity**" means companies, enterprises, bodies corporate or any other entities in which the monies of the Portfolio are invested subject to Applicable Laws.

1.59 "**Portfolio Manager**" means Caelis Ventures Private Limited, a Company incorporated under the Companies Act, 2013 registered with SEBI as a portfolio manager bearing registration number INP000010362 and having its registered office at 51, Mahatma Gandhi Nagar, Ajmer Road, Jaipur-302019, and corporate office at C-9/23, First Floor, Chitrakoot Scheme, Ajmer Road, Jaipur -302021, India who pursuant to an Agreement with a Client/ Investor, advises or directs or undertakes on behalf of the Client/Investor (whether as a discretionary, non-discretionary or advisory) the management or administration of a portfolio of securities or the funds of the Client/Investor, as the case may be.

1.60 "**Portfolio Investments/Portfolio Entity(ies)**" means investments in Securities of one or more portfolio entity/ies made by the Portfolio Manager on behalf of the Client under the PMS/CPMS from time to time.

1.61 "**Product**" means the investment products with the respective Investment Approach/features of PMS services, introduced by the Portfolio Manager from time to time.

1.62 "**Related Party**" means:

(i) a director, partner or his relative;

(ii) a key managerial personnel or his relative;

(iii) a firm, in which a director, partner, manager or his relative is a partner;

(iv) a private company in which a director, partner or manager or his relative is a member or director;

(v) a public company in which a director, partner or manager is a director or holds along with his relatives, more than two per cent. of its paid-up share capital;

(vi) any body corporate whose board of directors, managing director or manager is accustomed to act in accordance with the advice, directions or instructions of a director, partner or manager;

(vii) any person on whose advice, directions or instructions a director, partner or manager is accustomed to act: Provided that nothing in sub- clauses (vi) and (vii) shall apply to the advice, directions or instructions given in a professional capacity;

(viii) any body corporate which is— (A) a holding, subsidiary or an associate company of the Portfolio Manager; or (B) a subsidiary of a holding company to which the Portfolio Manager is also a subsidiary; (C) an investing company or the venturer of the Portfolio Manager— The investing company or the venturer of the Portfolio Manager means a body corporate whose investment in the Portfolio Manager would result in the Portfolio Manager becoming an associate of the body corporate;
(ix) a related party as defined under the applicable accounting standards;
(x) such other person as may be specified by the Board: Provided that,

a. any person or entity forming a part of the promoter or promoter group of the listed entity; or
b. any person or any entity, holding equity shares:
(i) of twenty per cent or more; or
(ii) of ten per cent or more, with effect from April 1, 2023; in the listed entity either directly or on a beneficial interest basis as p rovided under section 89 of the Companies Act, 2013, at any time, during the immediate preceding Financial Year; shall be dee med to be a related party

1.63 "**Securities**" Security as defined in Section 2(h) of the Securities Contract (Regulation) Act, 1956, provided that securities shall not include any securities which the Portfolio Manager is prohibited from investing in or advising on under the Regulations or any other applicable law.

1.64 "**SEBI**" shall mean the Securities and Exchange Board of India established under sub-section (1) of Section 3 of the Securities and Exchange Board of India Act, 1992.

1.65 "**Regulations or SEBI Regulations**" means the SEBI (Portfolio Managers) Regulations, 2020, as amended / modified and reinstated from time to time and including the circulars/notifications issued pursuant thereto.

1.66 "**Term**" shall mean the term of this Agreement as provided to it in Clause 13 hereunder.

1.67 "**Termination Fee**" means the termination fee as prescribed in Annexure "A" hereto, payable in accordance with Clause 19.4 hereunder.

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

a. Words in the singular shall include words in the plural and vice-versa;
b. References to a person shall include such person's successors and permitted assignees or transferees;
c. Words importing a particular gender include all genders and word denoting company include body corporate, corporations and trusts and vice-versa;
d. The headings and sub-headings to this Agreement are inserted only for reference to the provisions hereof and shall not affect the construction of such provisions; a reference to a thing includes a part of that thing;
e. Where the day by which anything is to be done is not a Business Day, that thing must be done by the Business Day following immediately thereafter; and
f. References in this Agreement to statutory provisions shall be construed as references to those provisions as modified or re- enacted from time to time (whether before or after the date of this Agreement) and to any subordinate legislation made under such provisions and shall include references to any repealed statutory provision which has been so re-enacted (whether with or without modification).

2. APPOINTMENT OF THE PORTFOLIO MANAGER

The Client hereby appoints 'Caelis Ventures Private Limited' as its Portfolio Manager to provide the portfolio management services, subject to the investment guidelines and terms and conditions contained herein and the Portfolio Manager hereby accepts such appointment and agrees to assume the rights, obligations, responsibilities and duties set forth herein.

3. SCOPE

3.1 The Portfolio Manager will manage the Portfolio as per the investment objectives, approaches and restrictions, stated in this Agreement as well as in accordance with the Applicable Laws. Subject to such objectives, approaches and restrictions, the Portfolio Manager, will have complete discretion (including without prior reference, intimation or discussions with the Client) to buy, sell, retain, exchange or otherwise deal in any Securities and investments, place deposits, subscribe to issues such as rights issue, public issue, buyback etc., effect transactions in any markets, take day to day decisions in respect of the Client Portfolio and otherwise act as the Portfolio Manager judges appropriate in relation to the management of the Portfolio. It is clarified that in providing such services, the Portfolio Manager is not guaranteeing or assuring any return on or protection of the Capital Contribution, either directly or indirectly.

3.2 The Portfolio Manager shall be permitted viz., advisory, investment management, custody of securities, keeping track of corporate benefits associated with securities.

3.3 The Portfolio Manager shall be entitled to take such steps as may be from time to time necessary, incidental, ancillary or conducive to the fulfillment of the objectives of this Agreement.

3.4 The Portfolio Manager shall act in a fiduciary capacity towards the Client and in respect of the portfolio management services provided hereunder shall act as an agent of the Client.

4. CLIENT PARTICIPATION

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

4.2 The Client shall have executed a valid, irrevocable power of attorney (in the form prescribed under "Annexure B" of this Agreement) in favor of the Portfolio Manager and/or its authorized representatives to enable the Portfolio Manager to provide portfolio management

services on a discretionary basis under this Agreement.

4.3 The Client warrants that he/she has not been prohibited by SEBI, Reserve Bank of India (RBI) or any other authority or judicial body in India or abroad from investing in Securities. Further, The Client warrants that no investigation or similar proceedings are pending in relation to the Client's existing investments in Securities, if any.

4.4 The Client hereby warrants that it has been appraised with the Cyber Security policy of the Portfolio Manager and consents to provide all necessary information relying on the industry best standards of cyber security and data confidentiality measures adopted by the Portfolio Manager for the protection of sensitive, confidential and personally identifiable data as mandated under the applicable laws.

4.5 The Client hereby unconditionally and irrevocably undertakes to promptly and regularly pay, as per the Applicable Laws, all taxes payable in connection with the Portfolio including without limitation income tax, if any, on the income arising from the Portfolio whether by way of interest, dividend, short term and long term capital gains, stamp duty (where applicable) or otherwise howsoever and file, within the prescribed time frames all tax returns, statements, applications and other documents in that regard. The Client may, at its own cost and consequences, obtain advice from tax consultants.

4.6 The Portfolio Manager shall deal exclusively with the Client and shall under no circumstances recognize or take cognizance of any privity of contract between the Client and any other person or entity in respect of this Agreement, except in the case of duly constituted attorneys and/or authorized agents who will be recognized strictly for the purpose of representation of the Client under this Agreement in accordance with the rights granted to such attorney.

4.7 The Portfolio Manager hereby discloses to the Client that the Portfolio Manager may raise monies from other clients under the PMS for the purpose of investment in the Securities and for this purpose the Portfolio Manager shall enter into separate agreements with each of its clients under the PMS. In such a case, to the extent permissible by the Applicable Laws and for the purpose of economies of scale, the Portfolio Manager may aggregate purchases or sales of Securities. This Agreement and the pursuant relationship of Portfolio Manager with the Client is exclusive and does not create any interest whatsoever between the clients inter-se or between the clients as a group and the Portfolio Manager.

4.8 The Portfolio Manager shall hold Securities in the name of the Client or in such other manner as may be permitted under Applicable Laws from time to time. Subject to Applicable Laws, in the event of aggregation of purchase or sales carried out for the purpose of economies of scale, inter se allocation between the Client and other clients of the Portfolio Manager shall be done by the Portfolio Manager on a pro-rata basis and at the weighted average price of the day's transactions. The Portfolio Manager shall complete the allocation process on the same day on which sales and / or purchases are affected or as prescribed under the Applicable Laws.

4.9 In the event of (i) any change in the constitution or identity or name or official status or restructuring of the Client, (ii) any material change in the control and management of the Client during the currency of this Agreement; or (iii) any change in the information submitted by the Client to the Portfolio Manager, it shall be the duty of the Client to keep the Portfolio Manager duly informed of the change. The Portfolio Manager may seek advice or appropriate directions, where required, from competent authorities under Applicable Law with regard to the continuation of this Agreement and any other agreement(s) entered into with the Client which may be affected by such a change and in such an event the Portfolio Manager will be entitled to terminate this Agreement if it so deems fit. In addition to the above and more particularly where the Client is a partnership firm, body corporate or a trust, the Client shall advise in writing of any change that may take place in the partnership firm/body corporate/trust, and all the present partners/officers/directors/trustees will be liable for any obligations which may be standing in the name of the firm/trust on the date of the receipt of such notice by the Portfolio Manager and until all such obligations have been fulfilled.

4.10 The Client (jointly and severally, in case of joint ownership) hereby confirms that he/she/it has read and understood the terms of this Agreement and is availing of the services of the Portfolio Manager after understanding the general risk factors and the specific risk factors and after being satisfied as to the terms and conditions of this Agreement and agrees to be bound by the same. The Client has such knowledge and experience in financial and business matters that the Client is capable of evaluating the merits and risks associated with the investments proposed to be made by the Portfolio Manager under the PMS, and the Client is able to bear the risk of such investment.

4.11 The Client warrants that at all times it shall comply with the Applicable Laws and will not do or permit anything to be done which might cause or otherwise result in a violation or breach of such Applicable Laws.

4.12 The Client hereby agrees and confirms that it shall not transfer or cause to transfer any securities, scrip, stock by whatever name called in the demat account opened and operated under the Power of Attorney as per the terms of this Agreement unless such transfer has been made permissible under the terms of this Agreement and as per the applicable laws.

4.13 The Client agrees to execute, from time to time and as and when called upon to do so by the Portfolio Manager, one or more powers of attorney and such other deeds, documents and writings in the form and content required by the Portfolio Manager and / or to do such other acts or things as are necessary for the purpose of this Agreement.

4.14 The Client shall not at any time during the Term of this Agreement, create or agree to creation of a pledge/lien or any other encumbrance on its Portfolio or any part thereof.

4.15 The Client shall disclose in writing its direct or indirect interest in various body corporates, which may enable the Client to obtain unpublished price sensitive information from such body corporate, as provided in the SEBI (Prohibition of Insider Trading) Regulations, 2015 in the form provided in "Annexure C" hereto.

4.16 If the Client is an individual, the Client may, by executing the Nomination Form, nominate any individual to receive all proceeds that have accrued on his Portfolio upon his / her death, subject to the submission of requisite documents to the Portfolio Manager and completion of certain necessary formalities as may be required from the nominee in favour of and to the satisfaction of the Portfolio Manager as per the Portfolio Manager's policies and procedures that may be in place in this regard. Nomination may be made either singly or jointly, provided that in case of joint holding, the joint holders shall jointly and not severally appoint the nominee. Furthermore, all the joint holders shall be required to sign the Nomination Form. In case of such joint holding, the nomination process provided above shall become applicable only upon death of all the joint account holders of the Client Portfolio. The process for transfer of the rights and liabilities of the joint account holder/s in case of death has been provided in Clause 19.6 of the Agreement.

4.16.1 In case of death of a Client without having made a nomination or in the case of the nominee also having expired, the Portfolio Manager shall have a right to call for all such documents it deems appropriate, including without limitation, certified copies of probate, letters of administration, succession certificate etc. The Portfolio Manager would be under no liability to return the Client Portfolio to any person claiming to be the successor or the claimant of the Client Portfolio, unless the documents as specified herein below are duly produced before it and are verified (it is clarified that the Portfolio Manager may require additional documents as it deems fit:
(a) Certified/attested copy of the Death Certificate; (b) Notarized or certified copy of the Will; (c) Certified copy of Probate, Letter of Administration, or Succession Certificate (d) Know Your Client documents, PAN; and (e) Indemnity Bond.

4.16.2 Notwithstanding anything stated above in Clause 4.16.1 and subject to Applicable Law, in case of death of the Client who has appointed a nominee, the Agreement may continue in favour of such nominee if mutually agreed between the Portfolio Manager and the nominee,

pursuant to which the nominee shall be bound by the obligations and duties of the Client here under without any further action on the part of the Portfolio Manager. The Portfolio Manager shall have the right to call upon the nominee to execute such documents as may be necessary for the purpose of giving effect to this provision.

4.17 Transfer / payment of the Client Portfolio to the nominee or the claimant as aforesaid shall discharge the Portfolio Manager from all its responsibilities under this Agreement. Provided however that if the Portfolio Manager incurs any loss or expenses whatsoever arising out of any litigation or harm that it may suffer in relation to the nomination; the Portfolio Manager will be entitled to be indemnified absolutely from the deceased Client's estate and the Portfolio Manager will have a right to set-off such loss from the Client's Portfolio.

4.18 The Client agrees and undertakes to give prior written intimation to the Portfolio Manager in the event of proposed change in residential status from a Person Resident in India to a Person Resident Outside India including a Non-Resident Indian as defined under the Foreign Exchange Management Act, 1999 and rules and regulations made thereunder. The Client agrees that failure in complying with the requirement laid down in this clause would require the Client to make good any losses/expenses/penalties incurred by the Portfolio Manager under Applicable Law. The Client further agree that the Portfolio Manager may in its sole and absolute discretion consider the proposed change of residential status of the Client (as contemplated in this clause above) as voluntary termination of the Agreement by the Client and make it subject to charge of Termination Fee.

4.19 In the event of termination of Agreement upon change of residential status of the Client as per Clause 4.18 above, the Portfolio Manager shall arrange to deposit in the designated bank account of the Client the Net Realized Value in the manner stated in Clause 19 below as soon as practicable from the date of written intimation by the Client of change of the residential status to the Portfolio Manager.

4.20 Additional terms and conditions applicable to PROI or OCI

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

4.20.1 The Client shall have obtained all relevant exchange control permissions for the purpose of entering into this Agreement and performing the transactions envisaged here under (including without limitation, approvals required from the RBI, if any).

4.20.2 The services provided to the Client by the Portfolio Manager, under this Agreement, shall be subject to the exchange control regulations applicable to such Client, including but not limited to the provisions of the Foreign Exchange Management Act, 1999 and the rules and regulations issued there under.

4.20.3 In the event of the Client ceasing to be an PROI, the Client shall promptly inform the Portfolio Manager of the same.

4.20.4 All communications/intimations by the Client to the Portfolio Manager shall be accompanied by the requisite and relevant approvals from RBI and/ or any other regulatory authorities.

4.20.5 The Portfolio Manager shall also be specifically empowered pursuant to this Agreement to liaise with the RBI for legal approvals/reporting for and on behalf of the Client.

4.20.6 The Portfolio Manager shall not be liable for any loss, cost, damage and/or expense caused to the Client as a consequence of any delay of RBI and/or any other regulatory authority.

4.20.7 The Client shall indemnify and keep the Portfolio Manager, its partners, officers, employees and agents harmless (on a full indemnity basis) from the consequences that the Portfolio Manager may suffer due to a non-compliance by the Client with any law/regulatory requirements, including but not limited to any losses, cost, damage and/or expense that the Portfolio Manager may suffer due to any Securities purchased for the Client not being registered in the Client's name due to any regulatory reasons (including without limitation, the percentage of PROI/OCI holdings in the relevant company exceeding permissible limits).

4.20.8 Without prejudice to the other provisions contained here in 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.

5. *INVESTMENT OBJECTIVES, APPROACHES & RESTRICTIONS*

The investment objective of the Portfolio Manager under its PMS is to endeavor to generate alpha and risk adjusted returns for the Client. The Portfolio Manager may invest Capital Contributions in listed equity and debt Securities, products, fixed income products/instruments, mutual fund units, exchange traded fund/s, structured product/s and any other permissible securities/ instruments/products in which the Portfolio Manager can invest as per Applicable Laws including the SEBI Regulations. The Portfolio Manager would seek to generate capital appreciation as well as returns on Client's capital by such investments. The Client understands and agrees that the Portfolio Manager may use derivative instruments like stock index futures, futures on individual stocks, options on stock Indices and options on individual stocks, interest rate swaps, forward rate agreements or such other derivative instruments as may be introduced from time to time, as permitted by the SEBI Regulations and Applicable Laws. However, the total exposure of the Portfolio of the Client in derivatives will not exceed the Portfolio placed with the Portfolio Manager. The Portfolio Manager shall not leverage the portfolio of its Clients for investment in derivatives. Kindly refer to "Risks Associated with Derivatives" in our disclosure document for more details in respect of derivative transactions that the Portfolio Manager shall undertake in respect of the Portfolio.

5.1 The Portfolio Manager shall have the sole and absolute discretion to invest the Capital Contribution in accordance with this Agreement and make changes to the investment pattern. The Portfolio Manager shall invest the Client's funds in Securities as may be permitted under SEBI Regulations and Applicable Law, in such manner and through such markets as it deems fit in the interest of the Client.

5.2 The investment in Securities shall be held by the Portfolio Manager for a period which shall not exceed the Term of this agreement and shall at all times be subject to the Investment Approach/es chosen by the Client.

5.3 Subject to Applicable Laws, the Portfolio Manager may exercise voting rights, if any, and such other rights in relation to any Securities held on behalf of the Client, in its absolute discretion.

5.4 The investment approach proposed to be undertaken by the Portfolio Manager has been detailed out in the disclosure document.

5.5 Any decision of the Portfolio Manager (taken in good faith) in deployment of the Client Portfolio is absolute and final and cannot be called in question or be open to review at any time during the currency of the Agreement or any time thereafter except on the grounds of malafide, fraud, conflict of interest (other than those as provided under Clause 11 annexed hereto) or gross negligence.

5.6 The Portfolio Manager, in its absolute discretion, may conduct operations and transactions including sale and purchase transactions from

the Client Portfolio through agencies, entities, brokers or a panel of brokers at prevalent market prices. The Portfolio Manager, in its absolute discretion, may resort to transactions through private placement, arrangements, agreements and/or contracts for facilitating acquisition and/or disposals, as the case maybe.

5.7 In the management of the Client Portfolio, the Portfolio Manager may, in its sole discretion apply for, subscribe, obtain, buy, accept, acquire, endorse, transfer, redeem, renew, exchange, dispose, sell or otherwise deal in the Securities and generally manage, convert, transpose and vary the investments of the Client Portfolio. The powers exercised by the Portfolio Manager as above shall be final, binding and irrevocable on the Client and the Client shall be deemed to have approved/ratified any such investment and related activities or deeds that the Portfolio Manager may undertake from time to time.

5.8 Accruals, accretions, benefits, allotments, calls, refunds, returns, privileges, entitlements, substitutions and / or replacements or any other beneficial interest including dividend, interest, premium, discounts and other rights, benefits and accruals that accrue to the investments in respect of the Client Portfolio shall be received by the Portfolio Manager in the name of the Client and would in every event belong to Client Portfolio.

5.9 The Portfolio Manager shall buy and sell Securities on the basis of delivery and shall in all cases of purchases, take delivery of the relevant Securities and in all cases of sale, deliver the relevant Securities and shall in no case put itself in a position whereby it has made a short sale or needs to carry forward a transaction or engage in bill discounting, badla finance or lending or placement with corporate or non-corporate bodies. The Portfolio Manager may, subject to authorization by the client in writing, participate in securities lending as per the Securities Lending Scheme, 1997 specified by SEBI. The Portfolio Manager may however, in accordance with the SEBI Regulations and Applicable Laws, enter into futures contracts, options in securities, options on indices and other similar types of investment, which may result in the Client having to provide initial margin payments and which would be deemed to constitute part of the normal course of managing the Portfolio and also transactions which will have the possibility of creating a hedge against the existing structure of the portfolio and such transactions could include derivative products as may be permissible under law from time to time. The Securities will be valued at closing/settlement prices on the relevant stock exchange/s /fair market value/marked to market basis (as applicable).

5.10 Subject to the fees charged by the Portfolio Manager, and other deductible expenses, all variations in the value including capital appreciation or depreciation, trading profits or losses, dividends, interest, premium, discounts and other rights and accruals on the Securities and goods of the Client Portfolio, would be to the account of and shall belong solely to the Client.

5.11 The Portfolio Manager, may from time to time, execute off market transaction in Client Portfolio in accordance with the SEBI Regulations

5.12 The Portfolio Manager shall invest in the securities of its related parties or its associates only after obtaining prior consent of the client in accordance with SEBI Regulations. Additionally, the Portfolio Manager undertakes to comply with the prudential limits on the investments as prescribed by SEBI from time to time.

5.13 The Portfolio Manager may keep the funds of the Client in a separate bank account maintained with a scheduled commercial bank segregated from the accounts of Portfolio Manager's other clients subject to the requirements laid down under SEBI Regulations and use the same for the purpose of the purchase and sale of Securities allowed in this Agreement and for payment of allowable expenses/fees and for the purposes set out in this Agreement. The Portfolio Manager shall not use funds of the Client for the benefit of any other clients. Accounts of the Client shall be segregated from the accounts of all the other clients of the Portfolio Manager and shall be maintained separately.

5.14 The Portfolio Manager shall segregate each client's funds and portfolio of securities and keep them separately from his own funds and securities and shall be responsible for safekeeping of client's funds and securities.

5.15 The Portfolio Manager shall not hold the securities belonging to the portfolio account, in its own name on behalf of the Client either by virtue of contract with Client or otherwise.

5.16 The Portfolio Manager shall be free to deploy idle cash balances of the Client, which may arise from time to time, in bank deposits, liquid, money market or other direct plan of mutual fund schemes, money market instruments including, commercial paper, trade bill, treasury bill, certificate of deposit and usance bill or such other Securities as per the Applicable Laws. In no case shall the Portfolio Manager deploy the Capital Contribution in unregulated financing mechanism such as badla or discounting of bills of exchange or for the purpose of lending or placement with corporate or non-corporate bodies unless otherwise permitted by SEBI.

5.17 In the management of the Portfolio, the Portfolio Manager, may in its sole discretion, apply for, subscribe, obtain, buy, accept, acquire, endorse, transfer, redeem, renew, exchange, dispose, sell or otherwise deal with the Securities and generally manage, convert and vary the investments of the Portfolio in such manner as the Portfolio Manager deems fit in accordance with SEBI Regulations.

5.18 The Portfolio Manager may invest in units of mutual funds only through direct plans and shall not charge any distribution related fees to the Client in accordance with the SEBI Regulations. Further, the Portfolio Manager shall not (i) invest the Client Portfolio in the portfolio managed or administered by another portfolio manager and (ii) invest the Client Portfolio based on the advice from any other person.

6. CAPITAL CONTRIBUTION AND REINVESTMENT

6.1 The Client agrees to place with the Portfolio Manager an amount or Securities as specified in this Agreement/ Application Form as being the Capital Contribution. The Client Portfolio shall be subject to the Fees as specified in "Annexure A" hereto.

6.2 Simultaneously upon the execution of this Agreement, the Client shall transfer the Capital Contribution to the Portfolio Manager. Till the time the Capital Contribution is invested as per the investment objectives, the Portfolio Manager shall be entitled but not obligated to invest the same in bank deposits, liquid, money market or other direct mutual fund schemes, money market instruments including, commercial paper, trade bill, treasury bill, certificate of deposit and usance bill or such other Securities as per the Applicable Laws, as may be deemed fit by the Portfolio Manager, for the interim period or may be kept in a bank account as may be specified by the Portfolio Manager from time to time. Any returns generated from such investments shall be paid to the Client by the Portfolio Manager.

6.3 The number of applicants in a joint application shall not exceed 3 (three). In case of joint Clients (who are individuals), all shall be jointly and severally liable for payment of Capital Contribution. All the joint Clients agree that they will be jointly and severally liable for payment of Capital Contribution in accordance with this Agreement.

6.4 In the event an account has more than 1 (one) registered holder, the first-named holder (as determined by reference to the Application Form) shall receive the Statements, all notices and correspondences with respect to the account, the Interim Disbursements as well as the proceeds of any and all sums as due and payable to the Client on termination or expiry of the Agreement. The Portfolio Manager shall have no liability in this regard to any account holder other than the first named holder of the account.

6.5 The interest, premium, dividend, discounts, returns, money arising out of disposal of any Portfolio Investment/s and other rights and accruals on the Securities to the account of the Client may be reinvested by the Portfolio Manager subject to the terms of this Agreement.

7. NO WARRANTY

7.1 The Portfolio Manager does not provide any warranty (express or implied) as to the appreciation in the value of the Securities or as to the return on such Securities, in which the Client's funds are invested by the Portfolio Manager. It is clearly understood by the Client that the Portfolio Manager shall not, in any manner whatsoever, be liable, in case of depreciation in the value of Securities, either individually or in total, in which funds are invested by the Portfolio Manager or for any indirect or consequential losses or for non-recovery of or failure of the Portfolio Entity/ies to return the investments in the Securities together with the interest, premium and other benefits and accruals thereon.

7.2 The Client acknowledges and confirms that the purchase and sale of Securities has an inherent risk and accordingly, any loss, damage, cost direct or indirect or consequential on account of purchase and sale of Securities by the Portfolio Manager with the funds of the Client, in terms of this Agreement, shall be that of the Client. The Portfolio Manager shall not in any way, directly or indirectly be responsible or liable for the loss or otherwise which arises to the Client on account of the aforesaid eventualities.

8. FEES AND CHARGES

8.1 The Portfolio Manager shall receive remuneration/fee for services rendered to the Client under this Agreement, as stated in "AnnexureA"

8.2 The Portfolio Manager will, charge (a) Management Fee and/or Performance Fee, as applicable; (b) Termination Fee and (c) Operating expenses including other costs and expenses. The Portfolio Manager will calculate and charge Performance Fee, on high watermark principle, over the life of investment. High watermark shall be the highest value that the Portfolio has reached. Value of the Portfolio for computation of high watermark shall be taken to be the value on the date when performance fees are charged. In case of interim contributions/withdrawals by Client, performance fees may be charged after appropriately adjusting the high watermark on proportionate basis. Performance Fee will be charged over and above the Hurdle Rate or the benchmark return as specified in "Annexure - A".

8.3 Upon termination, fees due and payable for the period since the last fee payment period, would be calculated by the Portfolio Manager, on a proportionate basis for the number of days till termination, based on the value of the average of the daily Assets Under Management.

8.4 In the event of transmission upon demise of the Client, the accrued management fees and other charges shall be incurred on the existing AUM of the deceased investor until the completion of the transmission process and shall be adjusted from the AUM before the transmission.

8.5 The Client hereby irrevocably directs the Portfolio Manager to directly debit all fees and charges as per this Agreement to the Client's funds and the Portfolio Manager hereby undertakes to provide the Client with complete details of the charges debited to the Client's funds.

8.6 The Client hereby grants its consent to the fees and charges as specified in Annexure "A" and elsewhere in the Agreement for the services provided directly and indirectly by the Portfolio Manager including any charges/expenses incurred in relation to Portfolio Investments and shall not raise any objections on the charging of the same by the Portfolio Manager.

8.7 Billing will be at the frequency stated in Annexure "A".

8.8 No up-front fees shall be charged by the Portfolio Manager directly or indirectly to the Client. Notwithstanding the above, the Portfolio Manager may charge on-boarding/closing costs and expenses so attributable to the Client in terms of this Agreement upon commencement date or closure date or during the tenure of the agreement at the discretion of the Portfolio Manager.

8.9 Without prejudice to what is stated above, the Client shall reimburse the Portfolio Manager towards the following charges/expenses:
Operating expenses excluding brokerage, over and above the fees charged for Portfolio Management Services, shall not exceed 0.50% per annum of the client's average daily Assets under Management (AUM).

(a) Transaction expenses including but not limited to statutory fees, documentation charges, statutory levies, stamp duty, registration charges, commissions, charges for transactions in Securities, custodian fees, fees for fund accounting, RTA expenses, investor servicing expenses, valuation charges, audit and verification fees, depository charges, and other similar or associated fees, charges and levies, legal fees, incidental expenses etc.;

(b) Legal and statutory expenses including litigation expenses, if any, in relation to the Portfolio;

(c) Statutory taxes and levies, if any, payable in connection with the Portfolio;

(d) Valuation expenses, valuer fees, audit fees, levies and charges;

(e) All other costs, expenses, charges, levies, duties, administrative, statutory, revenue levies and other incidental costs, fees, expenses not specifically covered above arising out of or in the course of opening, managing or operating, closing of the Portfolio.

(f) Brokerage and transaction costs are amounts payable to the broker for opening of an account, execution of transactions on the stock ex change or otherwise for the transfer of Securities and may inter-alia include service charges, stamp duty costs, GST, STT etc. and is expecte d to be in the between 10-20 BPS.

8.10 All fees and charges shall be levied on the actual amount of Client's Asset Under Management.

9. ACCREDITED INVESTOR

9.1 The Client, being an Accredited Investor ("AI"), hereby confirms that he/she/it holds valid accreditation granted by a SEBI-recognized Accreditation Agency and continues to fulfill the criteria prescribed under the applicable regulatory framework.

9.2 The Client agrees that he/she/it shall be entitled to avail the benefits available to Accredited Investors only for so long as:
(i) the accreditation remains valid; or
(ii) the Client continues to satisfy the eligibility criteria for accreditation; or
(iii) the period for which the Client has provided consent to avail such benefits ("Consent"),whichever occurs earlier.

9.3 The Client hereby expressly undertakes and confirms that he/she/it has voluntarily opted to avail benefits under the Accredited Investor framework by providing such Consent.

9.4 The Client represents and warrants that he/she/it has the financial capacity to bear the risks associated with the proposed investment.

9.5 The Client affirms that he/she/it possesses the necessary knowledge, understanding, and financial means to evaluate and comprehend the features, terms, and risks associated with the Investment Approach being adopted under this Portfolio Management Agreement.

9.6 The Client acknowledges and agrees that the investment product offered under the AI framework is specifically intended for Accredited Investors and may not be subject to the same level of regulatory oversight or protections applicable to products offered to non-accredited investors.

9.7 The Client shall have the right to withdraw the Consent and cease availing benefits under the Accredited Investor framework, subject to the following conditions:

a) In the event the Client withdraws Consent after having availed the benefit of a lower minimum capital contribution, the Client shall be required to enhance the investment amount to at least INR 50,00,000 within fifteen (15) calendar days from the date of such withdrawal.

b) If the Client, having availed any concessions under the regulatory framework applicable to Accredited Investors, withdraws Consent prior to the expiry of this Agreement, all investments made until the date of such withdrawal shall be grandfathered, and shall continue to be treated as investments made by an Accredited Investor. However, from the date of such withdrawal, any further transactions shall be governed by the regulatory framework applicable to non-accredited investors.

9.8 Notwithstanding the foregoing, the Client may withdraw the Consent at any time, subject to such terms and conditions as may be deemed appropriate by the Portfolio Manager in accordance with applicable laws and regulations.

10. *POWERS, DUTIES AND OBLIGATIONS OF THE PORTFOLIO MANAGER*

10.1 The Portfolio Manager shall invest the Capital Contribution in accordance with the SEBI Regulations, the terms and conditions of this Agreement and Applicable Laws

10.2 The Portfolio Manager shall act in a fiduciary capacity and will act as a trustee and agent of the Client Portfolio.

10.3 The Portfolio Manager will hold Securities in a separate Depository Account opened for the purpose of portfolio management services. The Custodian/Portfolio Manager shall follow up all entitlements such as bonus, rights, dividends etc. on behalf of the Client to the extent permissible under Applicable Laws. The Portfolio Manager shall not invest and/or divest and/or deal in the Client's funds based on price sensitive classified information.

10.4 The Portfolio Manager shall observe a high standard of integrity and fair dealing in all transactions involving the Client's funds.

10.5 The Portfolio Manager and/or any of its officers, partners, employees or associates shall not derive any benefit, whether direct or indirect, from the Client's Portfolio.

10.6 The Portfolio Manager shall not borrow funds and/or Securities on behalf of the Client. The Portfolio Manager shall not lend securities held on behalf of the Client to a third person without prior authorization by the Client.

10.7 The Portfolio Manager shall exercise due care and diligence in rendering services, under this Agreement, to prevent the possibility of loss of capital. However, it is understood that investments are made on certain evaluation basis and there can be no assurance with regard to returns or even preservation of capital.

10.8 The Portfolio Manager shall invest up to a maximum of 30% of the Client's AUM in the securities of its associates/related parties. Presently, the Portfolio Manager does not have any Associates or group companies. The Portfolio Manager shall ensure compliance with the following limits as and when associates/related parties are established:

Security	**Limit for investment in single associate/related party (as percentage of Client's AUM)**	**Limit for investment across multiple associates/related parties (as percentage of Client's AUM)**
Equity	15%	25%
Debt and hybrid securities	15%	25%
Equity + Debt + Hybrid securities*	30%	

*Hybrid securities includes units of Real Estate Investment Trusts (REITs), units of Infrastructure Investment Trusts (InvITs), convertible debt securities and other securities of like nature. The aforementioned limits shall be applicable only to direct investments by Portfolio Manager in equity and debt/hybrid securities of its associates/related parties and not to any investments in the Mutual Funds. In the event of passive breach of the specified investment limits, (i.e., occurrence of instances not arising out of omission and/or commission of portfolio manager), a rebalancing of the portfolio shall be completed by Portfolio Manager within a period of 90 days from the date of such breach. The Client may give an informed, prior positive consent to the Portfolio Manager for waiver from the rebalancing of the portfolio to rectify any passive breach of the investment limits. Further, the Portfolio Manager shall not make any investment in below investment grade securities.

10.9 The Portfolio Manager will take best efforts to safeguard the Client's interest with regard to dealing with capital market intermediaries such as brokers, custodians, bankers etc. Any contract or understanding arrived at by the Portfolio Manager with any such intermediary shall be strictly on behalf of the Client, and the Portfolio Manager shall not be responsible for the due performance of the contract or understanding by the intermediary.

10.10 The Portfolio Manager shall be entitled to appoint and at its discretion remove agents, to determine their respective duties, to fix their emoluments in carrying out the services to be provided under this Agreement; and to acquire security in such instance and for such amount as it may think fit. Any such fees, charges paid / incurred by the Portfolio Manager shall be borne by and debited to the Client's Portfolio.

10.11 The Portfolio Manager shall be entitled to open and operate one or more bank accounts, demat accounts and constituent subsidiary general ledger accounts for and on behalf of the Client, to deposit and withdraw monies / Securities in such accounts and to fully operate the same. These accounts will be solely operated by the Portfolio Manager and/or the Custodian to the exclusion of the Client and the Client hereby confirms and ratifies that it shall not exercise any right in relation to operation of these accounts till the termination / revocation of this Agreement.

10.12 The Portfolio Manager will send to the Client all such reports as are required to be sent to the Client under the SEBI Regulations within the

period stipulated there by.

10.13 The Portfolio Manager shall appoint one or more Custodians, for carrying out custodial services in relation to the Client Portfolio.

10.14 The Portfolio Manager may appoint agents, representatives, service providers or other persons as the Portfolio Manager may deem fit from time to time, to perform any of the functions which the Portfolio Manager is empowered / obligated to perform, subject always to Applicable Laws. The Portfolio Manager may delegate to such persons, the authority / power to perform any of the functions to be performed by the Portfolio Manager and provide such instructions, as the Portfolio Manager may deem fit from time to time, to enable such performance.

10.15 If the Portfolio Manager is required under Applicable Laws, including without limitation the Income-tax (11th Amendment) Rules, 2015 notified by the Central Board of Direct Taxes ("FATCA Implementation Rules"), to provide information regarding the Client to any regulatory authority and/or the Portfolio and/or income there from, and the Portfolio Manager complies with such request in good faith, whether or not it was in fact enforceable, they shall not be liable to the Client or to any other party as a result of such compliance or in connection with such compliance. The Client will be required to comply with the request of the Portfolio Manager to furnish such information/documentation/declarations as and when deemed necessary by the Portfolio Manager in accordance with the Applicable Laws including any compliances under FATCA Implementation Rules.

10.16 The provisions of the FATCA Implementation Rules are relevant not only at on-boarding stage of the Client but also throughout the life cycle of the Agreement. The Client therefore should immediately intimate to the Portfolio Manager, any change in their status with respect to any FATCA Implementation Rules related information/documentation/ declarations provided by them previously.

10.17 In case the Client fails to furnish the relevant information/ documentation/declarations in accordance with the Applicable Laws, the Portfolio Manager reserves the right to report of such Clients and/or levy of withholding Tax on payments made to the Client and/or take any other action/s in accordance with Applicable Laws.

11. *CONFLICT OF INTEREST*

Presently, the Portfolio Manager does not have any Associates or group companies. The following risks shall apply to the group companies and/or any such relationships that are established in the future.

11.1 All transactions of purchase and sale of securities by portfolio manager and its employees who are directly involved in investment operations shall be disclosed if found having conflict of interest with the transactions in any of the client's portfolio.

11.2 The Portfolio Manager may utilize the services of its group companies or associates for managing the portfolios of the client. In such scenarios, the Portfolio Manager shall endeavor to mitigate any potential conflict of interest that could arise while dealing with such group companies/associates by ensuring that such dealings are at arm's length basis.

11.3 The Portfolios may invest in its Associates/ Related Parties relating to portfolio management services and thus conflict of interest may arise while investing in securities of the Associates/Related Parties of the Portfolio Manager. Portfolio Manager shall ensure that such transactions shall be purely on arms' length basis and to the extent and limits permitted under the Regulations. Accordingly, all market risk and investment risk as applicable to securities may also be applicable while investing in securities of the Associates/Related Parties of the Portfolio Manager.

12. PREVENTION OF MONEY LAUNDERING

12.1 The Client agrees to comply with the Portfolio Manager's "Know Your Customer" ("KYC") and "Prevention of Money Laundering" ("PML") policies as required under the Prevention of Money Laundering Act, 2002, the rules made thereunder, and the applicable SEBI guidelines/circulars, including the SEBI Master Circular No. SEBI/HO/MIRSD/MIRSDSECFATF/P/CIR/2024/78 dated June 06, 2024, as amended from time to time. The Client shall provide such information and documents as may be required by the Portfolio Manager or any authority under the PMLA framework.

12.2 The Client confirms that the funds invested or to be invested under the Portfolio arise from legitimate and lawful sources, are fully compliant with all Applicable Laws, and are not intended or designated for the purpose of contravention or evasion of any provisions of the Income Tax Act, 1961, PMLA, Fugitive Economic Offenders Act, 2018, Prevention of Corruption Act, 1988, Anti-Corruption laws, or any other applicable statute.

12.3 The Portfolio Manager shall be entitled to presume that all personal information, declarations, and documents submitted by the Client are true, correct and genuine, and that the Client is duly entitled and authorised to invest such funds through the Portfolio Manager. The Portfolio Manager shall also presume that the funds invested are derived from legitimate sources unless otherwise established.

12.4 The Portfolio Manager reserves the right to seek, obtain, verify, re-verify and retain documentation and information relating to the Client's identity, address, occupation, financial details, source of funds and any other information required under the PML Laws. The Portfolio Manager may, either directly or through a permitted third-party agency, use independent databases, undertake personal verification, and record telephonic communications to satisfy its KYC and due-diligence obligations.

12.5 If the funds or securities are held or invested for the benefit of a person other than the Client, the Client shall provide an undertaking confirming that:

(a) the Client is legally authorised to invest such funds;

(b) the Client shall disclose and submit documents of the beneficial owner as required under Applicable Laws; and

(c) the Portfolio Manager may reject or freeze such investments if required under PML Laws.

12.6 The KYC requirements shall apply to the Client and, where relevant, to all joint holders, authorised signatories, nominees, legal representatives, legal heirs, beneficial owners, and persons acquiring ownership by operation of law.

Clients who are already KRA-compliant shall not be required to submit fresh KYC except where additional information is mandated under updated KYC norms. For Clients not KRA-compliant, the Portfolio Manager shall obtain the required information and upload the same to the KRA.

12.7 The Client acknowledges that the Portfolio Manager is obligated to report suspicious transactions to the Director, Financial Intelligence Unit – India (FIU-IND) or any other competent authority, after undertaking appropriate due-diligence measures, and may freeze, reject or

return funds/ securities where required under the PML Laws.

12.8 The Portfolio Manager, its directors, partners, employees, agents and service providers shall not be liable for any loss, claim or consequence arising from:
(a) freezing of accounts;
(b) rejection of applications;
(c) mandatory return of funds;
(d) reporting of transactions to FIU-IND; or
(e) any action taken to comply with PMLA, SEBI Regulations or internal AML/KYC policies.

12.9 Notwithstanding anything stated in this Agreement, the provisions of the Prevention of Money Laundering Act, 2002, the rules thereunder, and the SEBI Regulations, guidelines and circulars issued from time to time shall override and prevail. The Client agrees to ensure continued compliance with all such requirements and acknowledges that non-compliance may result in suspension or termination of services.

13. TERM

13.1 The term of the Portfolio shall be a period of 5 (five) years from the Effective Date, which shall be automatically renewed for every successive block period of 5 (five) years, unless terminated by the Client or Portfolio Manager in accordance with the provisions of Clause 19 hereof ("Term"). This Agreement shall commence from the Effective Date.

14. *REGISTRATION, TRANSFER AND CUSTODY*

14.1 The Portfolio Manager shall take adequate steps for registration of the Client's Securities in the name of the Client as per the Applicable Laws.

14.2 The Securities purchased/held under this Agreement and requiring transfer/registration in favour of the Client, will be transferred/ registered in the name of the Client as per the SEBI Regulations and other Applicable Laws.

14.3 Subject to Applicable Laws, the Portfolio Manager shall not be liable for any negligence or lapse of the Custodian in carrying out its custodial duties or executing any instructions issued by the Portfolio Manager, provided the Portfolio Manager has acted with due care and in the interest of the Client.

15. ACCOUNT AND RETURNS

15.1 The Portfolio Manager shall maintain a separate designated back office account for the Client. The details of the Capital Contributions received, investments and/or disinvestments made and all credits to the account by way of accruals, accretions, benefits, allotment, calls, refunds, returns, privileges, entitlements, substitutions and/or replacement or any other beneficial interest including dividend, interest, discounts, premium, rights, bonus received from time to time as well as debits shall be reflected in the Client's account.

15.2 The Portfolio Manager shall furnish a report to the Client at such interval as may be required under Regulation 31 of the SEBI Regulations (and as and when required by the Client) in accordance with the SEBI Regulations. The Portfolio Manager may make necessary arrangements (on its own or through a service provider) for the viewing of these reports on the Portfolio Manager's website giving restricted access to the Client along with a copy of Disclosure Document. The Client shall have the right to obtain the details of his Portfolio from the Portfolio Manager.

15.3 The statement of account shall accurately reflect the affairs of the Client's funds as per Clause 15.1 here in above. It shall include the composition and value of the Portfolio, description of Securities and goods, number of Securities, value of each Security held in the Portfolio, units of goods, value of goods, cash balance and the aggregate value of the Portfolio as on the date of the report.

15.4 The Portfolio Manager represents that the statements / documents / report furnished by the Portfolio Manager to the Client shall present a true and fair picture of the actual transactions.

15.5 The Client acknowledges and confirms that the Portfolio Manager has provided to the Client, the copy of the Most Important Terms and Conditions ("MITC"), link to access the Fee Calculation tool and Disclosure Document regarding its portfolio management services duly certified by a chartered accountant as specified in SEBI Regulations, prior to the execution of the Agreement hereof.

15.6 The Client shall be entitled to inspect the books and accounts containing information regarding Client's Portfolio that are maintained by the Portfolio Manager in respect of portfolio management services under this Agreement, after giving a reasonable advance notice, in writing. The Portfolio Manager upon receiving such notice shall fix time and date for such inspection, which in no case shall be later than 45 (forty five) days from the date of receiving notice from the Client and shall produce the relevant documents for inspection/audit.

15.7 Apart from the reports furnished to the Client the Portfolio Manager shall also furnish to the Client such documents and information relating to the management of the Portfolio, as may be requested by the Client.

15.8 The books and accounts of the Portfolio Manager relating to the Client's Portfolio / transactions shall be audited annually by an independent chartered accountant and a copy of the certificate issued by the chartered accountant shall be forwarded by the Portfolio Manager to the Client. The Client may appoint a chartered accountant of its choice at his own cost and expense to audit the books and accounts of the Portfolio Manager, relating to his transactions and the Portfolio Manager shall co-operate with such chartered accountant in course of the audit.

16. RISKS FACTORS

An investment made through the PMS would involve a significant degree or risk and is suitable only for investors who fully understand and are capable of bearing the risks of such investments. The Client should carefully consider the investment objectives, investment

approaches and the investment restrictions as described in this Agreement. Accordingly, the Client should carefully consider the following factors, among others, before making a decision to invest through the PMS.

Management and Operational Risk
Reliance on the Portfolio Manager

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

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

Non-diversification risks: This risk arises when the Portfolio is not sufficiently diversified by investing in a wide variety of instruments, However, the Portfolio Manager will attempt to maintain a diversified portfolio in order to minimize this risk.

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

Risk Factors in relations to the Portfolio Investments:

Please refer to the Disclosure Document as amended from time to time.

17. RISKS AND LOSSES

17.1 Losses arising out of any act, omission or commission of the Portfolio Manager under this Agreement will be solely at the risk of the Client and the Portfolio Manager will not be liable for any act of omission or commission or failure to act unless the same arises out of bad faith, gross negligence or fraud on part of the Portfolio Manager. The Portfolio Manager shall not be responsible for any losses arising to the Client out of any change or amendment or clarifications to the SEBI Regulations or any other Applicable Laws, which adversely affects the PMS operations in any manner whatsoever.

17.2 Subject to applicable taxation laws in force from time to time, the Portfolio Manager/Portfolio Entity/ies may deduct tax at source while effecting disbursements/payments of amounts interim or otherwise to the Client under this Agreement. Any tax arising on such disbursements shall be charged to the Client's account and shall be borne by the Client in full. The Portfolio Manager shall not undertake tax planning for the Client under this Agreement. If required by the Portfolio Manager, at its sole discretion, the Client shall have executed a valid, irrevocable power of attorney in favour of the Portfolio Manager or any other nominee(s) or agent(s) of the Portfolio Manager conferring inter alia powers to represent the Client before such revenue/taxation authority(ies) and comply with other requirements as envisaged in this Agreement. The Client agrees and undertakes to furnish any information, papers and documents as may be required by the Portfolio Manager in connection with tax incidence or implications thereof and also for the proper operation of the Client Portfolio thereto.

17.3 The Client shall not question any of the acts, deeds, omissions or commissions or things done or performed by the Portfolio Manager under good faith under this Agreement and the Portfolio Manager shall fulfill its duties and obligation, at its absolute discretion, without interference from the Client, their attorney(s) or authorized agent(s).

17.4 The Portfolio Manager will not be liable for any delay or default by the Portfolio Entity or any other related party in respect of issue, allotment or transfer of the Securities. The Portfolio Manager will also not be liable for any adverse material financial impact on the Client Portfolio upon the happening of any event beyond the control of the Portfolio Manager.

17.5 The provisions of this Agreement and the principal and returns on the Securities subscribed by the Portfolio Manager may be subject to force majeure and external risks such as war, natural calamities, policy changes of local / international markets and such events which are beyond the reasonable control of the Portfolio Manager. Any policy change / technology updates / obsolescence of technology would affect the investments made by the Portfolio Manager.

17.6 The Client clearly understands that investment in Securities entails a high degree of risk and there is no assurance by the Portfolio Manager about any minimum returns on the Client Portfolio's funds or even as regards preservation of capital. Accordingly, before deciding to avail the services of the Portfolio Manager hereunder, the Client confirms to have carefully studied the specific risk factors together with all the information contained in this Agreement and the Disclosure Document and confirms that they have sought and obtained independent investment and tax advice.

17.7 The Portfolio Manager shall be entitled to the use of derivative instrument such as index futures, stock futures and options contracts, or any other derivative instruments that are permissible under the SEBI Regulations and Applicable Laws. The risks associated with the use of derivatives are different from or possibly greater than, the risks associated with investing directly in securities and other traditional investments. Other risks include risk of mispricing or improper valuation and the inability of the derivative to correlate perfectly with underlying assets, rates and indices, illiquidity risk whereby the Portfolio Manager may not be able to sell or purchase derivative quickly enough at a fair price.

17.8 The Client agrees that investments in Securities involve certain considerations and significant risks. Accordingly, before deciding to avail

the services of the Portfolio Manager hereunder, the Client confirms to have carefully studied the specific risk factors together with all the information contained in the Disclosure Document and confirms that they have sought and obtained independent investment and tax advice.

17.9 The Client further agrees that additional risks and uncertainties not presently known to the Portfolio Manager, or those risks currently deemed immaterial may also have an adverse impact on the Client in the future. Details of the key risk factors presently known are contained in this Clause 17, the Disclosure Document and Clause 16 hereto.

18. LIQUIDITY AND TRANSFER

18.1 The Client agrees that the Portfolio Manager, without assuming any liability or obligation, may at its absolute discretion, permit the Client to transfer the whole but not part of the Portfolio to any other Eligible Investor, subject to such Eligible Investor executing such documentation/writing as may be required by the Portfolio Manager. Any costs related to such transfer including stamp duty etc. shall be borne by the Client.

18.2 In the event a Client is desirous of transferring its Portfolio the Client shall first obtain the prior written consent of the Portfolio Manager and will give to the Portfolio Manager complete details of the proposed transferee. The Client agrees that the Portfolio Manager shall have the right to reject any transfer without assigning any reason whatsoever. The Client shall ensure that the proposed transferee complies with all the requisitions raised by the Portfolio Manager including requisitions raised with respect to "Know Your Client" norms under Applicable Law and as per the Portfolio Manager's requirements.

18.3 The Portfolio Manager shall be entitled to deduct any amounts due from the Client before considering an application for transfer by the Client.

18.4 Further, in the event the Portfolio Manager consents to any transfer as above, the Portfolio Manager will be entitled to impose such condi tions as it deems fit and also determine the manner in which the transfer is to be effected and the documents that have to be executed for this purpose.

19. TERMINATION, PARTIAL WITHDRAWAL AND REPAYMENT

19.1 Subject to the terms of this Agreement and the SEBI Regulations, this Agreement may be terminated in the following circumstances:

(i) By mutual consent of the Parties;

(ii) By giving a notice of minimum 90 (ninety) days in writing by the Client to the Portfolio Manager;

(iii) The Portfolio Manager reserves the absolute discretion to independently terminate this Agreement at any time by giving a written notice of not less than 30 (thirty) days to the Client and cause the Client to close all accounts with the Portfolio Manager. The Portfolio Manager shall also be entitled to immediately terminate the Agreement if the performance there of is prevented for any cause beyond there as on able control of the Portfolio Manager, including but not limited to war, flood, earth-quake, act of God, any act of government, policy changes which affect capital markets, policy change / technology upgrade / obsolescence of technology or any other cause beyond the control of the Portfolio Manager which could not have been fore seen or avoided by the exercise of due diligence.

(iv) Notwithstanding anything stated in Clause 19.1 (ii) and (iii) above, the Portfolio can be withdrawn or taken back by the Client, before the expiry of this Agreement on account of the following reasons:

(a) Voluntary or compulsory termination of business of the Portfolio Manager;

(b) the suspension/termination of certificate of registration granted to the Portfolio Manager by SEBI and/or any other competent auth ority;

(c) Bankruptcy or liquidation of the Portfolio Manager.

(v) In event of the PMS account is not sufficiently funded or remains unfunded for a period of more than six months

(vi) in the event of death, insolvency, dissolution or winding up of the Client during the currency of the Agreement, upon receipt of a notice, in writing of such an event or on determining that such an event has taken place, the Portfolio Manager may decide to cease operations of the Client's Portfolio, and the Agreement shall stand terminated with effect from the date of receipt of such notice by the Portfolio Manager in its sole discretion.

Notwithstanding anything stated in Clause 19.1(vi) above and subject to Applicable Law, in case of death of the Client who has appointed a nominee, the nominee of the Client shall intimate Portfolio Manager of the death of the Client as soon as possible. Notwithstanding anything contained in Clause 19 of this Agreement, the nominee and the Portfolio Manager shall be entitled to discuss and decide the continuation of the services on terms and conditions mentioned herein. In the event the nominee decides to continue to engage the Portfolio Manager for the services in relation to the Portfolio Investments, a fresh power of attorney and an agreement shall be executed by such nominee in favor of the Portfolio Manager.

19.2 Subject to the terms of this Agreement and the SEBI Regulations, the Client may partially with draw funds/Portfolio by giving a minimum 60 (sixty) days advance notice in writing to the Portfolio Manager. Such withdrawal shall be subject to the provisions of this Agreement. In no circumstance, the partial withdrawal shall lead to Client holding less than the minimum investment amount as prescribed under the SEBI Regulations.

19.3 Termination of the Agreement and services thereunder, as per the terms of this clause shall result in immediate termination of the obligations under the corresponding Power of Attorney and Depository Account subject to documents received.

19.4 The Client agrees that any termination of the Agreement and/or withdrawal of any amount/s by the Client (except on expiry of the Term and/or in the circumstances laid down under Clause 19.1 (iii) or under Clause 19.1(iv) above), such termination/withdrawal would be subject to a fee to be charged by the Portfolio Manager as specified in Annexure "A" of this Agreement ("Termination Fee"). It is further clarified that if the Client does not continue to remain an Eligible Investor during the Term of this Agreement, including as contemplated in Clause 4.18 of the Agreement, then occurrence of such event shall amount to voluntary termination of the Agreement by the Client and subject to payment of Termination Fee.

19.5 In the event of termination or cancellation or expiry of this Agreement, such cancellation, termination or expiry shall have no effect on the transactions executed before such cancellation, termination or expiry and parties shall have the same rights and obligations.

19.6 In the event the Client's account with the Portfolio Manager is held jointly by two or more persons (but not exceeding three), the account

shall be terminated as above only upon the death/insolvency of all the joint account holders of that Client account. Provided further that, in case of death / insolvency of any one or more of the joint account holders, the Portfolio Manager shall not be bound to recognize any person(s) other than the remaining holders. In all such cases, on the execution of a letter of indemnity/other necessary documents by the first- named of such remaining account holders or the last survivor of such account holders, as the case may be, of the Portfolio and in case of death of all the holders, by the nominee and in the event of death/insolvency of all the account holders, shall result in automatic transfer of all the rights and liabilities of the deceased/insolvent Client in the favour of the first-named holder or last surviving holder or nominee or legal heir respectively. In all such cases, any payment under this Agreement shall be made to the first-named of such remaining account holders of the Portfolio. Payment to the first-named of such remaining account holders as per this Agreement shall discharge the Portfolio Manager of all liability towards the estate of any deceased account holder(s) and his / her / their successors / legal heirs. Notwithstanding anything contained in the Agreement, the Portfolio Manager shall be entitled to deal with the Portfolio upon the occurrence of death or insolvency of the Client in accordance with such advice as maybe received by the Portfolio Manager and as per Applicable Law.
Explanation: In case the Application Form specifies the holding of the Portfolio specified as 'Joint', any notice for termination of the Agree ment or payment of Portfolio on termination or expiry of the Agreement or partial withdrawal during the term of the Agreement would h ave to be signed by all joint holders in the same order as registered with the Portfolio Manager.

20. Repayment

Repayment will be made in the name of first holder only against execution of necessary documents by all the joint holders.

20.1 The Portfolio Manager may, at its sole discretion, or on a request by the Client (in case of partial withdrawal of funds/Portfolio), choose t o effect interim disbursements of amounts to the Client by selling a part of the Portfolio Investments ("Interim Disbursements"). The Portfolio Manager may at its sole discretion, also effect Interim Disbursements of dividend or interest accrued and realized in respect of the Client Port folio, from time to time. The Portfolio Manager shall, upon termination of this Agreement or partial withdrawal of the funds/Portfolio by the Cli ent, at its sole discretion, and subject to any permissible deductions, within 45 days from the date of receipt of request, arrange to deposit in the d esignated bank account the Net Realized Value (or the Net Realized Value of the partially withdrawn Portfolio, as the case may be), subject to the Client fulfilling all its obligations under the Agreement. The Portfolio Manager will be entitled to withhold from any distributions, amounts neces sary to create, in its sole and absolute discretion, appropriate reserves for expenses and liabilities of the Portfolio, any entitlements as well as any required tax with holdings. In the event the Portfolio Manager is unable to dispose of any Securities or on a request by the Client, the Portfolio Ma nager shall make in specie distribution of Securities (or an in-specie distribution of partially withdrawn Portfolio, as the case may be) to the Clie nt's demat account within 15 days from the date of receipt of request, subject to the Client fulfilling all its obligations under the Agreement and in making such in specie distribution the Portfolio Manager will have the right to determine the manner and the terms and conditions of such in spec ie distribution. In case of any corporate action or pending dues, the said funds/securities transfer would be settled within additional 15 days from the date of the settlement of the said corporate action. However, the timelines under this Agreement to comply with the aforesaid repayment s hall not exceed regulatory timelines prescribed under SEBI Regulations, if any.
20.2 The termination of this Agreement/partial withdrawal of funds/Portfolio shall be subject to below deductions and till clearance/payment of the same, the Portfolio Manager shall have the right of lien on the Portfolio of the Client in respect there of:
(a) Fees accrued and due to the Portfolio Manager till the date of termination of this Agreement (or fees accrued with respect to the partial with drawal of the funds/Portfolio, on such date of withdrawal by the Client, as the case may be) in accordance with Annexure "A";
(b) For the setting up of any reserves which the Portfolio Manager may deem reasonably necessary for any contingent or unforeseen liabilities o r obligations of the Portfolio of the Client, including any tax demand that may be raised on the Portfolio Manager in respect of the Client Portfolio
(c) Expenses incurred for determining the Fair Market Value of the securities in case of in- specie distribution, including but not limited to the a ppointment of an independent auditor;
(d) Any other dues, liabilities, obligations etc. owed by/due on account of the Client under this Agreement.

20.3 In case of in-specie distribution to the Client for the purpose of calculation of the Termination Fee and Performance Fee, all unlisted securities (if any) shall be valued at the Fair Market Value and all listed Securities shall be marked to market.

20.4 The Client hereby agrees and understands that any early termination of the Agreement/ partial withdrawal, prior to its expiry, may result in a devaluation of the Client Portfolio and agrees that the Portfolio Manager shall not be held responsible or liable on account of any losses arising out of such withdrawal/termination.

20.5 The termination or purported termination of this Agreement shall be without prejudice to any claim or right of action previously accrued to any Party hereto against the other Party hereto.

20.6 In the event that this Agreement is terminated for any of the reasons stated in the Agreement, the Client shall take or cause to be taken, all necessary steps to close and /or transfer all accounts maintained by the Client with the Portfolio Manager and/or any agents or sub-agents in relation to the services provided under this Agreement, within a period of 30 days from the date of termination.

20.7 The Portfolio Manager on termination, by disbursement through payment or otherwise, as provided here in above, subject to all the above recoveries, deductions and appropriations, would be validly discharged of all its obligations towards the Client or its nominee(s), as the case may be, in respect of this Agreement.

20.8 On termination, the Portfolio Manager shall also give a detailed statement of account to the Client reflecting the affairs of the Client as of the termination date, as per Clause 15 here of, and settle the account of Client as specified in this Agreement.

20.9 The termination or purported termination of this Agreement shall be without prejudice to any claim or right of action previously accrued to any Party hereto against the other Party here to.

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

21. PROTECTION OF ACTS DONE IN GOOD FAITH

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

22. ACCEPTANCE OF CERTIFICATE

The Portfolio Manager may accept as sufficient evidence of the value of any investment or the cost price or sale price thereof, or of any stock exchange quotation or of any other fact within its competence, a certificate by a stock broker or other professional person approved by the Portfolio Manager for this purpose.

23. PORTFOLIO MANAGER MAY RELY ON ADVICE

Subject to and to the extent permitted under Applicable Laws, the Portfolio Manager may act upon any advice of or information obtained from any bankers, accountants, brokers, lawyers, valuers, professionals, agents and the Portfolio Manager shall not be bound to supervise the acts of any such persons nor be bound to verify the advice or information obtained therefrom (subject to Applicable Laws) and the Portfolio Manager shall not be liable for anything bonafide done or omitted or suffered in reliance upon such advice or information.

24. LIMITATION OF CLIENT'S RIGHTS AND OBLIGATIONS

24.1 In no event shall the Client have or acquire any rights against the Portfolio Manager except as expressly conferred on such Client under this Agreement, nor shall the Portfolio Manager be bound to make any payment to the Client, except out of funds held by it for the Client and in accordance with the provisions of this Agreement.

24.2 The liabilities of the Client arising out of this Agreement shall be limited to the extent of the Capital Contribution and any gains arising out of the Portfolio Investments made under this Agreement.

25. INDEMNITY TO PORTFOLIO MANAGER

25.1 Without prejudice to the right of indemnity available to the Portfolio Manager under Applicable Laws, the Portfolio Manager, its partners, officers, agents, Affiliates, advisors delegates of the Portfolio Manager, Custodians and every person appointed by the Portfolio Manager ("Indemnified Parties") shall be entitled to be indemnified out of the Client Portfolio with respect to all liabilities, losses and expenses incurred by it/them in providing the services under this Agreement or any of the powers, authorities and discretions vested in it/them pursuant to this Agreement and against all actions, proceedings, costs, claims, and demands in respect of any matter or thing done or omitted in any way in relation to this Agreement, and the Portfolio Manager shall have a lien on and may retain any funds and/or Securities in the hands of the Portfolio Manager, necessary to effect such indemnity.

25.2 The Indemnified Parties shall not be liable to the Client for any mistake, error of judgement or loss suffered by the Client in connection with the subject matter of this Agreement or any matter or thing done or omitted to be done by the Indemnified Parties in pursuance thereof (including, in particular, but without limiting the foregoing, any loss following or arising out of any failure to effect or any delay in effecting any transaction, any loss, delay, mis-delivery or error in transmission of any communication or of the bankruptcy or insolvency or of a failure to pay by any bank, institution, country, governmental department, authority, company or person with whom or in which the moneys of the Client are from time to time invested or deposited or which is a counterpart to an investment transaction or generally in relation to the purchase, holding or sale of investments) unless such loss, prejudice or disadvantage arises from gross negligence, bad faith, fraud or willful default in the performance or non-performance by the Indemnified Parties.

25.3 The Client shall indemnify and keep indemnified the Indemnified Parties from and against any charges arising out of payment of stamp duties or any taxes, including income tax, goods and services tax and other direct taxes incurred by or levied on the Indemnified Parties while acting as an agent of the Client. The Portfolio Manager shall have a lien on the Portfolio of the Client, returns thereon and the exclusive right thereof for the purpose of indemnifying as aforesaid and reimbursing all unpaid dues (including without limitation, fee, charges, taxes etc.) in connection with the management, operation and administration of the Portfolio.

25.4 The Indemnified Parties will be indemnified within the funds deployed by the Client, against any liability incurred by them for defending any proceedings, whether civil or criminal for which judgement is given in its favour or in which they have been acquitted or discharged by the court.

26. ALTERATION

The Portfolio Manager shall not, at its sole discretion, be entitled, at any time, to alter, vary, change or amend all or any of the terms and conditions of this Agreement including fees and charges contained herein (as may be applicable basis the Investment Approach(es) chosen by the Client) except with the written consent of the Client and thereupon, such altered, varied, changed or amended terms and conditions shall prospectively apply as if the same were expressly incorporated herein . If any policy announcements/ regulations/directions are made subsequent to entering into this Agreement, which require retrospective changes in the structure, investment strategy, terms of the Agreement etc., these would be compulsorily carried out by the Parties and the Client would agree to be bound by such requisite changes.

27. ASSIGNMENT

27.1 The Client shall not assign this Agreement or any part thereof to any third party except with the express prior written consent of the Portfolio Manager.

27.2 Subject to Applicable Laws, the Portfolio Manager may assign its rights or obligations hereunder to any other company, person, firm or institution acceptable and approved by SEBI by executing an instrument in writing whereby it shall assume the obligations of the Portfolio Manager hereunder and thereafter such assignee/successor may exercise all of the powers and enjoy all of the rights and be subject to all the duties and obligations of the Portfolio Manager hereunder as fully as though originally named as a party to this Agreement.

28. NOTICE, INSTRUCTIONS AND COMMUNICATIONS

28.1 Notice:

28.1.1 Any notice and other communication given pursuant to this Agreement must be in writing and either (a) delivered personally or by overnight courier, or (b) sent by tele facsimile or other similar facsimile transmission, or (c) sent by registered mail; or (d) sent by electronic mail; to the addresses of the Parties as provided.

28.1.2 All notices and other communications required or permitted under this Agreement that are addressed as provided in this Clause will (a) if delivered personally or by overnight courier, be deemed given upon delivery; (b) if delivered by facsimile or similar facsimile transmission, be deemed given when electronically confirmed; (c) if sent by registered or certified mail, be deemed given when received; and if sent by electronic mail, be deemed given when electronically confirmed. Any communication sent by facsimile or other electronic transmission may be followed by a hard copy of the same. Any Party from time to time may change its address for the purpose of notices to that Party by giving a similar notice specifying a new address, but no such notice will be effective until it is actually received by the Party sought to be charged with the contents thereof.

28.2 Instructions:

The Portfolio Manager may rely and act on any instruction or communication which purports to have been given (and which is reasonably accepted as having been given) by or on behalf of any person notified by the Client from time to time as being authorized to instruct the Portfolio Manager in respect of the Client Portfolio and in writing, unless the Portfolio Manager shall have received written notice to the contrary, whether or not the authority of any such person shall have been terminated.

28.3 Communications:

28.3.1 The Portfolio Manager shall furnish statements, correspondences, reports, etc pertaining to the account (collectively "Statements") from time to time. Moreover, the Portfolio Manager may share the statements via e-mail to the Client, in case the Client has provided an e-mail address to the Portfolio Manager and/or the Distributor/Advisor or Client' s authorized representative. However, if the Client wishes to receive Statement otherwise than by e-mail, he/she may request the Portfolio Manager in writing for the same. In case the Client experiences any difficulty in accessing the electronically delivered Statements, the Client should promptly advise Portfolio Manager to make the delivery through alternative means. Failure to advise the Portfolio Manager of such difficulty within 24 (twenty-four) hours of receiving the e-mail will serve as an affirmation regarding the acceptance by the Client of the Statement and will be a valid discharge of Portfolio Manger's responsibility to deliver Statements under this Agreement.

28.3.2 The Client shall ensure the Portfolio Manager is forthwith intimated about any changes in Client's e-mail address or any other correspondence details.

28.3.3 The Client understands that any communication/ Statement sent via the internet, diskettes or any other method over public lines is not encrypted, and these transmission methods are therefore not secure means of transmission of information. The Client acknowledges and accepts that such unsecured transmission method involves the risk of possible unauthorized alteration and/or unauthorized use of communication. The Client agrees to exempt the Portfolio Manager from any and/ or all responsibility of any misuse of communication, and to hold the Portfolio Manager harmless for any cost or loss that the Portfolio Manager may incur due to any error, delay or problem in transmission or otherwise caused by internet, diskettes, or any method over public lines as a means of transmission not attributable to any act or omission of the Portfolio Manager.

29. SEVERABILITY

If any provision of this Agreement is held to be illegal, invalid, or unenforceable under any present or future law, and if the rights or ob ligations under this Agreement of the parties are not/will not be materially and adversely affected thereby, (a) such provision will be full y severable; (b) this Agreement will be construed and enforced as if such provision had never comprised a part here of; (c) the remaining provision of this Agreement will remain in full force and effect and will not be affected by the striking down of such provision or by its se verance here from; and (d) the parties shall with due promptitude and in good faith, agree upon a suitable alternative provision restorin g to the extent possible the status quo ante. And in any other event if by reason of striking down of such provision, the rights of any Party are materially and adversely affected then in such event the Parties shall, in good faith, agree upon a suitable alternative provision resto ring to the extent possible the status quo ante, failing which the provisions relating to the termination of this Agreement would come in to force.

30. WAIVER

Any term or condition of this Agreement may be waived at any time by the Party that is entitled to the benefit thereof. Such waiver must be in writing and must be executed by an authorized officer of such party. A waiver on one occasion will not be deemed to be a waiver of the same or any other breach or non-fulfillment on any other occasion.

31. ENTIRE AGREEMENT

This Agreement supersedes all prior discussions, information, writings, memorandums, brochures, marketing materials, presentations and documents exchanged and Agreements between the Parties with respect to the subject matter of this Agreement, and this Agreement is the sole and entire Agreement between the Parties here to with respect to the subject matter hereof.

32. GRIEVANCE REDRESSAL AND DISPUTE SETTLEMENT MECHANISM

32.1 Grievance Redressal: The personnel/s of the Portfolio Manager as listed out in the Disclosure Document will attend to and address any Client query / concern / grievance in accordance with the grievance redressal mechanism stated in the Disclosure Document and Applicable Laws.

32.2 If the grievance is not redressed satisfactorily by the personnel/s of the Portfolio Manager, the Client may, in accordance with the SCORES guidelines, escalate the same through the SCORES Portal at https://scores.sebi.gov.in/ post which SEBI may forward the complaint to the Portfolio Manager and the Portfolio Manager will suitably address the same. However, Parties shall at all times be bound by the provisions of this Agreement during the continuance of grievance redressal process which shall include the effects of acts done in good faith and all risk or losses arising out of normal business practices.

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

33. GOVERNING LAW AND JURISDICTION

The Agreement shall be governed by the laws of India. The courts of Rajasthan shall have exclusive jurisdiction to adjudicate upon the claims of the parties.

34. CONFIDENTIALITY

34.1 Each Party agrees that any information obtained by such Party (the "Receiving Party") which is, or would reasonably be perceived to be, proprietary to any other Party hereto (the "Designated Party") or otherwise confidential, will not be disclosed without the prior written consent of the Designated Party; provided that any information shall not be deemed proprietary or confidential if (i) such information is now or subsequently becomes generally known or available by publication, commercial use or otherwise, through no fault of the Receiving Party; (ii) such information was previously known by the Receiving Party at the time of disclosure from a source other than the Designated Party without violation of an obligation of confidentiality;
(iii) such information is independently developed by the Receiving Party without the use of any confidential or proprietary information; (iv) such information is required by the Receiving Party to be disclosed in course of its day to day affairs and business; or (v) the Designated Party agrees in writing that such information may be disclosed by the Receiving Party.

34.2 Notwithstanding Clause 33 above (i) the Portfolio Manager may disclose any information pertaining to the Client to its agents, brokers, Custodians and any other service providers engaged by the Portfolio Manager for assisting it in providing the portfolio management services hereunder; (ii) each Party may disclose such information as required under Applicable Laws.

34.3 It is hereby clarified that all documents, information, and advice provided by the Portfolio Manager for the purpose of meeting its obligations under the terms of this Agreement shall remain the proprietary information of the portfolio manager. Any misuse of such information for the purpose of undue gains shall tantamount to a breach of this clause and entitle the portfolio manager to remedies under the Applicable Law.

35. NO EXCLUSIVITY

The Client understands and agrees that the services provided by the Portfolio Manager here under are not exclusive and that the Portfolio Manager shall be entitled to provide similar services to any other Person, without any liability whatsoever to the Client.

36. PARTNERSHIP OR AGENCY

Nothing in this Agreement shall be deemed to constitute a partnership, association of persons, body of individuals, trust, joint venture or any other taxable and/or legal entity in terse between the Parties hereto and any such similar agreement(s) entered into between the Portfolio Manager and other clients.

I/We hereby confirm and agree that I/we have read and understood the terms and conditions prescribed under Clause 2 to Clause 36 of this Agreement and its annexures and attachments hereto.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed in writing or by way of Aadhar based OTP authentication / DSC / any other acceptable modes of valid execution acceptable under the prevalent laws at Rajasthan this _____day of _____("**Effective Date**") bearing stamp paper numbers _____

Name of First/Sole Holder:	**Witness Name:**	
Sign here	**Address:**	
Name of Second Holder/Guardian:		
Sign here	*Sign here*	
Name of Third Holder:		
Sign here		
For and on behalf of **Caelis Ventures Private Limited**	**Witness Name:**	
Authorised Signatory Name:	**Address:**	
Designation:		
Sign here	*Sign here*	

MANDATORY ANNEXURE

ANNEXURES

ANNEXURE A – FEES SCHEDULE		
Particulars	**Frequency of deduction of Fees**	**Approach – Lump sum**
☐ **Option I**	Quarterly in arrears	**Management Fees:** 1.50% p.a. of AUM
☐ **Option II**	Quarterly in arrears	**Management Fees:** 0% p.a. of AUM
	Quarterly/Semi-Annually/Annually at every investment anniversary or at the time of withdrawal/ redemption	**Performance Fees:** 20% over 10% (pre-tax) hurdle rate (Subject to high water mark principle)
Termination Fees	On termination / partial withdrawal	2% of the amount withdrawn on termination/partial withdrawal within 1 year from the date of Investment, 1.5% of the amount withdrawn within Year 2, and 0.5% of the amount withdrawn within Year 3 and NIL thereafter.
Operating expenses other than Brokerage		At actuals, subject to a cap of 0.50% p.a. of the AUM or as may be provided under the SEBI Regulations.
Brokerage expenses		At actuals

- The Termination Fee shall be calculated as a percentage of the Fair Market Value / marked to market basis (as applicable) of the Portfolio / withdrawn Portfolio.
- Charges in a financial year for transactions through self or associates (e.g., Broking, Demat services, custody etc.) if any, shall be upto 20% by value per associate (including self) per service. In any case the fees paid to Associate shall not be more than the fees paid to the non-associate providing similar services.
- All Fees and Expenses shall be calculated per folio on the basis of the average value of the daily Assets Under Management for the financial year quarter end.
- All applicable taxes (including goods and service tax) and levies, if any (together with surcharge and additional surcharge, as may be applicable) leviable on any fee provided above, shall be charged to the Client Portfolio.
- I/we understand that we may have a liability of paying TDS on Fees charged to me/us for the services provided by the Portfolio Manager and I/we will deposit the same at the prevailing rates and shall provide TDS certificate to the Portfolio Manager within requisite time period.
- I/We confirm that I/We have read and understood all the terms and conditions associated with the transfer, if any and I/We accept and agree to be bound by the same.
- In all other aspects the terms of client agreement executed with Caelis Ventures Private Limited shall remain unaffected and be in full force and effect.

I/ We have read and understood the above fees and charges structure. I/We am/are in agreement with the same. (Confirmation of fees in client's own handwriting)

Sign Here	*Sign Here*	*Sign Here*
Date:	**Place:**	

ILLUSTRATION OF FEES

One Year Fixed Fees:

The ***assumptions*** for the illustration are:

a) Size of sample portfolio: **Rs. 50 lacs**
b) Management Fee: **1.5% p.a.**
c) Other Operating Expenses (At Actuals): **0.50% p.a**
d) Brokerage Expenses (At Actuals): **0.20% p.a.**
e) Period: **One Year**

(Figures in INR)

One Year-Fixed Fees Illustration			Scenario 1		Scenario 2		Scenario 3	
			Gain of	20%	Loss of	-20%	No Change	0%
Capital Contributed / Assets under Management	A	A = i	50,00,000		50,00,000		50,00,000	
Gain / (Loss) on Investment based on the Scenario	B	B= A*Scenario	10,00,000		-10,00,000		-	
Gross Value of the Portfolio at the end of the year	C	C= A + B	60,00,000		40,00,000		50,00,000	
Average assets under management	D	D= (A + C) / 2	55,00,000		45,00,000		50,00,000	
Other Operating Expenses	E	E= D x c	-27,500		-22,500		-25,000	
Brokerage Expenses	F	F= (D x f)	-11,000		-9,000		-10,000	
Management Fees	G	G = D x b	-82,500		-67,500		-75,000	
Total charges during the year	H	H= E + F + G	-1,21,000		-99,000		-1,10,000	
Net value of the Portfolio at the end of the year	I	I= C + H	58,79,000		39,01,000		48,90,000	
% Portfolio Return	**J**	**J = ((I - A) / A) %**	**17.58%**		**-21.98%**		**-2.20%**	

ILLUSTRATION OF FEES

One Year - Variable Fees:

The assumptions for the illustration are:

a) Size of sample portfolio: **Rs. 50 lacs**
b) Management Fee: **0% p.a.**
c) Performance Fee: **20.00%**
Period: **One Year**
The frequency of calculating all fees is annual.

d) Hurdle Rate of Return: **10.00%**
e) Other Operating Expenses (At Actuals**): 0.50% p.a**
f) Brokerage Expenses (At Actuals): **0.20% p.a.**

(Figures in INR)

One Year- Variable Fees Illustration			Scenario 1		Scenario 2		Scenario 3	
			Gain of	20%	Loss of	-20%	No Change	0%
Capital Contributed/Assets under Management	A	A	50,00,000		50,00,000		50,00,000	
Gain/(Loss) on Investment based on the Scenario	B	B= A*Scenario	10,00,000		-10,00,000		0	
Gross Value of the Portfolio at the end of the year	C	C = A + B	60,00,000		40,00,000		50,00,000	
Daily Weighted Average assets under management	D	D = (A + C) / 2	55,00,000.00		45,00,000.00		50,00,000.00	
Other Operating Expenses	E	E = D x e	-27,500		-22,500		-25,000	
Brokerage Expenses	F	F = D x f	-11,000		-9,000		-10,000	
Management Fees	G	G = (D + E + F) x b	0		0		0	
Total charges before Performance fee.	H	H = E + F + G	-38,500		-31,500		-35,000	
Gross Value of the Portfolio before Performance fee	I	I = C + H	59,61,500		39,68,500		49,65,000	
High Water Mark Value (HWM) (Capital contributed for 1st year and second year onwards as defined in the PMS agreement.	J		50,00,000		50,00,000		50,00,000	
Hurdle Rate of return or as defined in the PMS agreement	K	K = A x d	5,00,000		5,00,000		5,00,000	
Gross Value of the Portfolio before Performance fee is greater than High Water Mark Value + Hurdle rate of return	L	L = I > (J+K) then Yes else No Performance Fees	Yes		No Performance Fees		No Performance Fees	
If Yes, proceed to performance fee calculation else 0 (zero) performance fee for the period)								
Portfolio return subject of Performance Fee	M	M = I - J – K	4,61,500		0		0	
Performance fee	N	N = M x c	-92,300		0		0	
Net value of the Portfolio at the end of the year after all fees and expenses	O	O = I + N	58,69,200		39,68,500		49,65,000	
% Portfolio Return	P	P = ((O - A) / A) %	17.38%		-20.63%		-0.70%	
High Water Mark to becarried forward for next year.	Q	Q = Max (I , J)	59,61,500		50,00,000		50,00,000	

ILLUSTRATION OF FEES

Multi Year - Variable Fees:

The assumptions for the illustration are:

a) Size of sample portfolio: **Rs. 50 lacs**
b) Management Fee: **0% p.a.**
c) Performance Fee: **20.00%**
Period: **Multi Year**
The frequency of calculating all fees is annual.

d) Hurdle Rate of Return: **10.00%**
e) Other Operating Expenses (At Actuals**): 0.50% p.a**
f) Brokerage Expenses (At Actuals): **0.20% p.a.**

(Figures in INR)

Variable Fee Illustration			**Yr 1**	**Yr 2**	**Yr 3**	**Yr 4**	**Yr 5**
			Gain / (Loss) of 15%	**Gain / (Loss) of -8%**	**Gain / (Loss) of 35%**	**Gain / (Loss) of 0%**	**Gain / (Loss) of 40%**
Capital Contributed / Assets under Management	i	i = a	50,00,000	56,69,900	51,78,206	68,15,113	67,67,407
Gain / (Loss) on Investment based on the Scenario	ii	ii= i*Scenario	7,50,000	-4,53,592	18,12,372	0	27,06,963
Gross Value of the Portfolio at the end of the year	iii	iii= i + ii	57,50,000	52,16,308	69,90,578	68,15,113	94,74,370
Average Assets Under Management	iv	iv= (i + iii) / 2	53,75,000	54,43,104	60,84,392	68,15,113	81,20,888
Other Expense	v	v= (iv x c)	-26,875	-27,216	-30,422	-34,076	-40,604
Brokerage and Transaction cost	vi	vi = (iv x d)	-10,750	-10,886	-12,169	-13,630	-16,242
Management Fees	vii	vii = (iv x b)	0	0	0	0	0
Total charges before Performance fee	viii	viii = v + vi + vii	-37,625	-38,102	-42,591	-47,706	-56,846
Gross Value of the Portfolio before Performance fee	ix	ix = iii + viii	57,12,375	51,78,206	69,47,988	67,67,407	94,17,523
High Water Mark Value (HWM) (For 1st year - Capital Contributed, 2nd year onwards - the highest value Portfolio has reached)	x		50,00,000	57,12,375	57,12,375	69,47,988	69,47,988
Hurdle Rate of return or as defined in the PMS agreement	xi	xi = x * e	5,00,000	5,71,238	5,71,238	6,94,799	6,94,799
Gross Value of the Portfolio before Performance fee is greater than High Water Mark Value + Hurdle rate of return	xii	xii = ix > (x+xi) then Yes else, No P Fees	Yes	No Pfee	Yes	No Pfee	Yes
If Yes, proceed to performance fee calculation else 0 (zero) performance fee for the period							
Portfolio return subject of Performance Fee	xiii	xiii = ix - x - xi	2,12,375	0	6,64,375	0	17,74,737
Performance fee	xiv	xiv = xiii x c	-42,475	0	-1,32,875	0	-3,54,947
Net value of the Portfolio at the end of the year after all fees and expenses	xv	xv = ix + xiv	56,69,900	51,78,206	68,15,113	67,67,407	90,62,576
% Portfolio Return	xvi	xvi = ((xv - i) / i) %	13.40%	-8.67%	31.61%	-0.70%	33.92%
High Water Mark to be carried forward for next year	xvii	xvii = Max (ix , x)	57,12,375	57,12,375	69,47,988	69,47,988	94,17,523

ANNEXURE B - POWER OF ATTORNEY

TO ALL TO WHOM THESE PRESENTS SHALL COME I/We, Mr. / Ms. /

_____

Individual/partnership firm/limited liability partnership registered under Limited Liability Partnership Act, 2008/company registered under the Companies Act, 2013/trust/HUF/body corporate hereinafter referred to as the "**Client**" which expression shall, unless repugnant to the meaning or context thereof, be deemed to mean and include their respective heirs, executors, administrators, legal representatives, nominees and permitted assigns) son/daughter/wife of

_____

/represented by _____
Partner/Director/Trustee/Karta /Authorized Signatory residing at / having registered office at /having a permanent address at

_____

hereby on my/our behalf as well as on behalf of any person(s) claiming under/through us including my/our survivor(s), legal heirs, successors in interest and assigns, do hereby nominate, constitute, appoint and authorize Caelis Ventures Private Limited, having Corporate office at C-9/23, First Floor, Chitrakoot Scheme, Ajmer Road, Jaipur -302021 to act through any of its officers/agents or assign as my/our true and lawful attorney (hereinafter referred as "the said attorney") to do all or any of the acts, deeds, matters and things and to exercise all or any of the powers and authorities hereby conferred;

WHEREAS by a Discretionary Portfolio Management Agreement dated _____
(herein after referred to as "**Agreement**") entered into between the Client of the One Part and Caelis Ventures Private Limited, a Compan y incorporated under the Companies Act, 2013 and having its having Corporate office at C-9/23, First Floor, Chitrakoot Scheme, Ajmer R oad, Jaipur -302021 Rajasthan, India of the other part (hereinafter referred to as the "**Portfolio Manager**" which expression shall, unle ss the context otherwise requires, be deemed to include its successors and assigns), the Client appointed the Portfolio Manager to man age, invest and operate the assets of the Client including, without limitation, with a power to appoint agents, representatives, banks or service providers or other persons as the Portfolio Manager may deem fit from time to time to perform any of the functions whi ch the Portfolio Manager is empowered/obligated to perform and to delegate to such persons the authority/power to perform any of t he functions to be performed by the Portfolio Manager and provide such instructions as the Portfolio Manager may deem fit from time t o time to enable such performance.

I/We hereby confirm the appointment of the Portfolio Manager for the funds and securities of Client owned, acquired or dealt with or to be owned, in the name of the Client or Portfolio Manager on behalf of the Client (subject to applicable laws) and the Portfolio Manager agrees to act and provide portfolio management services for the funds and securities of the Client in accordance with the powers set out herein.

I/We, the Client, who is/are signatory/signatories to this Power of Attorney do hereby [jointly and severally] nominate, constitute, appoint and authorise the said Portfolio Manager to act through any of the officers, authorised to act as such by the Portfolio Manager to be the Client's lawful attorney ("**Attorney**") and to do all or any of the following acts, deeds and things in relation to the services provided by the Attorney under the Agreement:

1. To take investment/disinvestment decisions in respect of the Client's funds and portfolio of assets and make such transfers or exchanges of the assets held by us.
2. To appoint nominate or engage any broker and/or agent for effecting purchase, sale and transfer of the Securities (hereinafter de fined).
3. To make necessary application(s) on behalf of the Client, to any securities listed or traded on a recognized stock exchange, money market instruments, units of mutual funds or other securities as specified by SEBI from time to time and to represent the Client in all respects before such authority or authorities and sign and execute all such agreements, instruments, papers, documents, deeds, writing, forms as may be necessary or deemed expedient by the Attorney to comply with the Bye-Laws and Business Rules of the National Securities Depository Limited, SEBI (Depository & Participants) Regulations 1996 and all other rules, regulations of any other statutory or regulatory body or authority.
4. To acquire by subscription, purchase or otherwise, any Securities; to sell, transfer, endorse, dematerialize, rematerialise or otherwise transfer and assign or to deliver any securities issued by any Government or local authorities, shares, stocks or debentures in any company or corporation, whether incorporated in India or in any other country including the said Attorney or any other stocks, funds, debentures and securities of any description, including any units issued by any unit trust or mutual fund (hereinafter referred to as "**Securities**") which do now or shall hereafter stand in our name which we may now or at any time hereafter acquired and to sign and execute all transfer deeds, forms, applications or such other instruments, documents and papers as may be necessary for the purpose of acquiring or endorsing or transferring or selling unto the Client's name or in the name of any other person the Securities, any securities, dematerialized/rematerialized balances/statements.
5. To apply for and accept allotments of any Securities, rights, bonus issues or any other beneficial interest in dematerialized form
6. To hold and receive all stock dividends, rights and similar securities with respect to any Securities held by it.
7. To renounce and sign application and/or renunciation forms in respect of the Securities offered on rights, additional, preferential or other basis and to receive and hold such Securities.
8. To make application(s) to companies or corporate bodies for splitting, consolidation, redemption, conversion of the Securities.

9. To represent the Client before any authority, official or agency of the government of India or state government or any bank, company, corporation, stock exchange, SEBI or any other authority in respect of the Securities.
10. To give, transmit to the Client, notice of Shareholders meeting, dividend notice and any other related information or be a party to the notice for calling an extraordinary general meeting of any company on requisition and any other related information.
11. To attend, vote, represent or appoint any person for the same or otherwise act as the attorney or proxy at meetings of the members, shareholders, creditors, debenture holders of any company or body corporate in which shares, debentures or deposits are acquired or held pursuant to these presents and to effect, sanction or oppose any exercise or modification of rights relating to the said investments or any of them, in accordance with our instructions.
12. To open and to operate Depository Accounts to keep the Securities acquired to these presents.
13. To open and to operate bank accounts or other such accounts in the name of the Client to these presents. These accounts will be solely operated by the Portfolio Manager and/or the custodian / Service Provider (defined hereinafter) for the purpose of giving effect to the powers set out in these presents and/or in the Custodial Services Agreement.
14. To present for payment, collect and receive all interest and dividends due on all or any Securities; to represent for payment and collect the amount payable upon all Securities which may mature or be called, redeemed or retired or otherwise become payable; and to take all necessary actions including signing of all necessary applications and other documents.
15. To deposit the monies with the bank and to deposit all interest, dividends or profits in an account, and to make such debits in the said account as may be necessary and in particular for purchase, acquisition of the Securities, making payments to broker / issuers for the same and also for the service charge for all/any type of services to be provided by the bank/any other person authorised by the bank/Client/Portfolio Manager to the Client in relation thereto / Hereunder and for that purpose to open a current account or such other account with the bank.
16. To demand, sue for, recover, enforce payment of, collect, receive and give good effectual receipt(s) , discharge(s) and indemnities for all and any Securities, certificates in respect thereof, dividends, redemption, interest, debts, principal monies, bonuses or any other sum(s) and/or income accruing from the Securities which the Client are or may be entitled to solely or jointly and to sign and endorse pay orders, dividends or interest warrants or certificates, which are now or at any time may be due or payable and belong to the Client.
17. To make applications to any regulatory agencies in India for purchase or acquisition in any other manner or for sale or transfer of any Securities or for such purpose as may be considered appropriate and in all matters relating to the Securities to commence or defend, carry on, prosecute or compromise any action, suit, petition, arbitration or other legal proceeding and concur with any other person or persons or corporations in the doing of any act or thing hereby authorized including without limitation for recovering payment, transfer or delivery thereof, and for that purpose to sign, verify, declare or affirm all plaints, petitions, written statements, affidavits, vakalatnamas, pleadings, appeals and applications and to engage, substitute and/or remove solicitors, legal advisors and advocates and to settle and pay their fees and to commence or defend any action in relation to the powers hereby granted as the Attorney may consider appropriate.
18. For the purposes aforesaid or any of them to sign any contract, agreement, transfer, acceptance, receipt, acquittance, document and form and other writing and do all lawful acts requisite for effecting the same.
19. To make such declarations, as may be required under Applicable Laws, being in force from time to time.
20. To appoint or remove at any time as the Attorney may consider appropriate, any other agent or sub-agent or substitute/s and to delegate all or any of the powers of the Attorney given herein including the power to do all acts, things and deeds to such a person, subject to Applicable Laws and that of our attorneys with the power to do all acts, things and deeds set out in these presents.
21. To appoint any custodians, agents, representative, banks, service provider or other person ("Service Providers") as the Portfolio Manager may deem fit from time to time to perform any of the functions which the Portfolio Manager is empowered / obligated to perform and to delegate to such Service Providers the authorities / power to perform any of the functions to be performed by the Portfolio Manager and provide such instructions as the Portfolio Manager may deem fit from time to time to enable such performance.
22. To sign, seal, execute, deliver and to do such deeds, transfer, agreements, receipts, releases, discharges, instruments, application, contracts, transfer deeds, surrenders, dividend mandates or other documents including "Stock Invest" and Fixed Deposit applications, acts and things as may be necessary in relation to the powers hereby granted or any of them.
23. a. To issue SGL Transfer Forms on its Constituent SGL Account with the Reserve Bank of India and to debit the same to our securities account held with any bank / Custodian with whom the Portfolio Manager may open our securities account.
    b. To receive SGL Transfer Forms for deposit into its Constituent SGL Account with the Reserve Bank of India and to credit the same to our securities account held with any bank / Custodian with whom the Portfolio Manager may open our securities account.
    c. To submit requests to the Reserve Bank of India for surrender of Securities with a view to having the same credited to its Constituent SGL Account with the Reserve Bank of India.
    d. To submit requests to the Reserve Bank of India for issue of Securities in the form of Government Promissory Notes or Stock Certificates by debit to its Constituent SGL Account with the Reserve Bank of India.
24. To surrender Securities in temporary form for definitive securities.
25. To deliver Securities/dematerialized balances/statements in exchange for other Securities or cash issued or paid in connection with the liquidations, re-organization, re-financing merger, consolidation or re-capitalization of any corporation or upon the exercise of any rights or conversion privileges.
26. To take all necessary actions, including signing of all necessary applications and other documents, for the remittance to us in US Dollars (or other convertible currency) the sale proceeds of any shares, bonds and Securities sold by us or sold on our behalf.
27. To apply for and carry out the necessary procedures for receiving tax exemption under the relative provisions of the income-tax laws, or under the Rules, notifications or order made thereunder, or under the relevant Avoidance of Double Taxation Treaty, if any.
28. To make and file proofs of claim and generally to represent us in any liquidation, bankruptcy, or insolvency all in relation to the aforesaid investments or any of them.
29. To receive statements, notices, any other communication from the brokers, service providers, custodian, or any other agents/parties from time to time with regard to the Portfolio Management Services for expedient purpose.
30. And generally to do and perform and execute all such other acts, deeds, instruments, matters and things for and on behalf of the

Client as may be necessary, proper, convenient or expedient and act on the premises as fully and effectually as we could act if personally present.

31. I/we hereby clarify that any signature, execution or endorsement of any instruments of transfer and other documents for any purpose whatsoever by the virtue of these presents, by any one of us shall be sufficient insofar as rights and obligations of the Portfolio Manager qua us is considered and I/we shall irrevocably submit to the same without demur, and shall not challenge the authority/right of the Portfolio Manager or its agents to have acted on such signature, execution or endorsement, solely on the ground that the said signature, execution or endorsement was made only by one of us. In the event any such signature, execution or endorsement is made by one of us and subsequently a contrary signature, execution or endorsement is made by the other, or instructions to the contrary are issued by the other, or the other of us challenges the validity of such signature, execution or endorsement in the first instance, the Portfolio Manager is hereby granted the right and the authority to act only in accordance with such signature, execution or endorsement or instruction which was issued at the first instance, I/we irrevocable declare that we shall indemnify and hold indemnified the Portfolio Manager or its agents, jointly and severally, from all losses, damages, costs, liabilities, claims or cess that may be incurred by the Portfolio Manager or its officers, directors, employees, agents and arising out of actions of the Portfolio Manager or its officers, directors, employees agents having acted in reliance of the aforesaid in good faith.

32. This Power of Attorney will be in full force and effect and shall remain co-terminus with the Agreement till it is specifically revoked as per the terms of Clause 19 of the Agreement. It is hereby clarified that this Power of Attorney shall stand revoked in case of closing or suspension of the Depository Accounts opened and maintained to acquire these presents. The Client hereby ratifies and confirms and covenants for itself its successors and assigns to ratify and confirm and covenant all and whatsoever has been or shall be lawfully done in the premises by virtue of these presents, including in such ratification and confirmation whatever shall be done between the time of the revocation by any other means of these presents and the time of such revocation becoming known to the Portfolio Manager. And I/We, hereby confirm, that pursuant to the Agreement, I/ We have empowered the Portfolio Manager to inter-alia instruct the Service Providers from time to time in respect of the exercise of powers under this Power of Attorney and under the Agreement. And I/We confirm that all actions by the Portfolio Manager pursuant to the said Power of Attorney shall be binding on me/us and our heirs, executors, administrators, successors and assigns as though such actions had been carried out by us directly.

I/We hereby confirm and agree that I/We have read and understood the terms and conditions prescribed under Clauses 1-32 of this Power of Attorney And I/We do hereby confirm that all the powers hereby conferred may be exercised by any officers or managers of the said Attorney who are duly authorised by the partners of the said Attorney by name and / or designation from time to time and acting for and in the name of the Portfolio Manager.
And I/We further agree to indemnify and keep indemnified and hold harmless the Portfolio Manager and its officers, partners, employees, agents and any other delegates from any and all costs, liabilities and expenses resulting directly or indirectly from all lawful actions done on Client's behalf.

IN WITNESS WHEREOF, the client has caused this Power of Attorney to be executed in writing or by way of Aadhar based OTP authentication/DSC/any other acceptable modes of valid execution acceptable under the prevalent laws at Jaipur this ___ day of _____202__("**Effective Date**") bearing stamp paper numbers of _____202__("**Effective Date**") bearing stamp paper numbers
_____& _____& _____

Sign here **Name of First/Sole Holder:**	*Sign here* **Name of Second Holder/Guardian:**	*Sign here* **Name of Third Holder:**

S. No.	Name of the Witness	Full Signature of the Witness
1.		
2.		

Accepted By Me
For Caelis Ventures Private Limited

ANNEXURE C - DISCLOSURE OF INTEREST AND INVESTMENT RESTRICTIONS

1. I/We am/are interested directly/through my relative(s), which enables me/us to obtain unpublished price sensitive information in the following corporate bodies:

No.	Name of bodies corporate in which I am interested directly/ through my relatives. (First holder, Second holder, Third holder)	Designation	Nature of Interest	Qty	% of Paid up capital

Investment Restrictions		
No.	**Name of the Company**	**ISIN**

2. I/We hereby undertake to intimate Portfolio Manager in case of any modification to the above change in name, if any, of the body corporate.
3. In case any of the above-mentioned body corporate(s) are not listed on any Recognized Stock Exchange(s), I/we undertake to intimate the Portfolio Manager atleast 15 days prior to its being listed.
4. I/We understand that the Portfolio Manager may not invest in the equity shares of the above-mentioned companies on my/our behalf unless specified otherwise in writing by me/us.
5. I/We confirm and declare that the above declarations constitute compliance with the provisions of the SEBI (Prohibition of Insider Trading) Regulations, 2015 SEBI (Prohibition of Fraudulent and Unfair Trade Practices relating to Securities Market) Regulations, 2003 and SEBI (Substantial Acquisition of Shares and Takeovers) Regulations, 2011, as may be applicable and updated from time to time.
6. I/We further acknowledge that in event of investments made by the portfolio Manager prior to above disclosure then such Securities shall continue to form part of the Portfolio, unless otherwise instructed by the investor. In the event of sale of securities, I/we agree that such sale may have short term/long term capital gain/loss impact or other taxation impact.
7. I/We hereby authorize the Portfolio Manager to mark a permanent freeze on such Securities of the companies in which I/We am/are a Designated Person(s). I/We undertake to check the client master and inform any changes. as intimated by exchange depository if any.
8. I/We shall not hold the Portfolio Manager responsible for any lapse in marking freeze on such Securities.

Sign here **Name of First/Sole Holder:**	*Sign here* **Name of Second Holder/Guardian:**	*Sign here* **Name of Third Holder:**

ANNEXURE D - MOST IMPORTANT TERMS AND CONDITIONS (MITC)

Name of the Portfolio Manager & SEBI Registration Number	Caelis Ventures Private Limited; INP000010362
Contact details of Portfolio Manager	+91 141- 6780675, +91 141-2992014
Name of the Client (Details of all the holders)	First Holder: Second Holder: Third Holder:
Distributor Name	
Service Opted by the Client	<<Discretionary/Non-Discretionary/Advisory >>
Amount Invested	<<Amt in Rs.>> <<Amt in words>>
Date of PMS Agreement	<<date of signing PMS agreement>>
Risk Tolerance of the Client	<<Low/Medium/High>>
Investment Approach	Caelis Core Compounders
Strategy	Lumpsum – Equity
Benchmark for the Investment Approach	BSE 500 TRI
Investment tenure/horizon	<<Upto 5 years / Above than 5 years>>
Related party investments	<<Consent / Dissent>>
Fees & Charges including exit load, if any levied by the Portfolio Manager	**Management Fees:** _____% p.a. of AUM **Performance Fees:** _____% over _____% (pre-tax) hurdle rate (subject to high water mark principle) **Termination Fees:** 2% of amount withdrawn on termination/partial withdrawal within 1 year from date of investment, 1.5% within 2 years from date of investment, 0.5% within 3 years from date of investment and NIL thereafter **Operating Expenses:** Subject to a cap of 0.50% p.a. of the AUM or as may be provided under the SEBI Regulations **Brokerage Expenses:** At Actuals
Details of bank and demat accounts where client's funds and securities are kept	Pool Bank Account Details and Client Demat Account details will be shared through the Welcome E-mail.
Tenure of the PMS agreement	5 (five) years from Date of PMS Agreement which shall be automatically renewed for every successive block period of 5 (five) years, unless terminated by either party
Disclosure of interest in various corporate bodies by Client	<<As per Restricted list of securities>>
Nominee along with share of each nominee in PMS, Demat and Bank accounts	Nominee 1: Nominee 2: Nominee 3:
Name of Guardian, in case the Nominee is a minor	
Name and contact details of Investor Relations Officer	Mr. Kushagra Pal, +91 141-6780675, +91 141-2992014
Name and contact details of Distributor/Advisor	<<Name and Mobile No. of Distributor/Advisor>>
Other important T&Cs	

The MITC and all information provided here above are applicable to you. The MITC is in addition to and are to be read in conjunction with the PMS-Client Agreement executed between you and the Portfolio Manager. Any subsequent change made by client/investor prior to account activation/takeover shall be intimated via email on registered email id of client/investor

Sign here **Name of First/Sole Holder:**	*Sign here* **Name of Second Holder/Guardian:**	*Sign here* **Name of Third Holder:**

ANNEXURE E - NOC FOR INVESTMENT/REDEMPTION THROUGH REGISTERED BANK ACCOUNT

To,
Caelis Ventures Private Limited ("Portfolio Manager")
C-9/23, First Floor,
Chitrakoot Scheme, Ajmer Road, Jaipur -302021

Dear Sir/Madam,

Subject: No objection for investment/redemption through registered bank account

I/We hereby inform you that the below PMS account is held in below names. Further, I/We hereby declare that we have registered our below bank account for transferring/receiving the funds under Portfolio Management Services and have no objection if you transfer the redemption proceeds to the below mentioned account;

Bank Account No	
Bank IFS Code	

I/We hereby declare and confirm that the funds in the said bank account are sourced from legitimate sources/channels only and does not involve and is not designed for the purpose of any contravention or evasion of the provisions of any Act, Rules, Regulations, Notifications or Directions of Income Tax Act, Prevention of Money Laundering Act, Anti-Corruption Act or any other applicable laws, as may be in force from time to time. I/We further confirm that the tax liability shall be on the first holder of PMS account.

I/We have given our consent and have also enclosed our self-attested PAN copy, Proof of Identity and Proof of Address with this letter for your record for all bank/investment account holders and such details would be utilised by the Portfolio Manager to enable KYC/AML/Aadhar validation/Penny Drop/other checks including CVL KRA\CKYC/Income tax etc.

I/We understand that the above declaration will hold true and valid during the entire tenure of the investments irrespective of any changes in the bank account details carried out by the account holders. I/We will not dispute funds invested/redeemed to the above bank account or will not hold Portfolio Manager responsible for the same and agree to indemnify the Portfolio Manager of any disputes/claims/tax liabilities arising out of it.

Thanking you.

Yours faithfully,

Investor Names as per portfolio			
Signature of Investors	*Sign here*	*Sign here*	*Sign here*
Investor Names in the Bank Account used for funding			

CONDITIONS (MITC), FEE CALCULATION TOOL

To,
Caelis Ventures Private Limited ("Portfolio Manager")
C-9/23, First Floor,
Chitrakoot Scheme, Ajmer Road, Jaipur -302021

Dear Sir/Madam,

Subject: Acknowledgment for receipt of Disclosure Document, MITC, Fee Calculation tool and understanding the key terms

I/We, _____ residents of/having Registered/principal office at

_____

_____

here acknowledge and confirm that:

1. A copy of the disclosure document (along with a certificate in Form C), Most Important Terms and Conditions (MITC) others Disclosures and link of website of Portfolio Manager to access the Fee Calculation tool has been shared with me/us. I/we have understood all terms related to the portfolio management services.

2. I have received my CKYC number and my KYC/CKYC number is _____
   I/We intend to open PMS account with Caelis Ventures Private Limited (Portfolio Manager). I/ We undertake and confirm that the KYC details & documents as available on KRA/CKYC are updated and correct.

3. The Approach chosen by me/us is _____

4. This is a Discretionary Portfolio Management Services and level of control over my portfolio lies with the Portfolio Manager.

5. The portfolio management service will invest predominantly in Equity and Equity related securities and is subject to market risk and there are no guaranteed returns.

6. I/We have understood all terms and conditions, risk factors, investment objective, features related to the Approach.

7. I/We hereby voluntarily opt for Aadhaar OVD KYC or e-KYC or offline verification and hereby submit my/our Aadhaar number, virtual ID, E-Aadhaar, XML, Masked Aadhaar, Aadhaar details, Demographic information, identity information, Aadhaar registered mobile number, face authentication details and/or biometric information.

8. The Distributor has informed me/us about the distribution commission that would be earned related to this investment.

9. I/We are aware that Holding/Portfolio details are confidential in nature and disclosure of the same to third party or in public forum is prohibited.

10. I/We hereby agree that though my/our risk profile may be different from the risk of the approach chosen i.e., of high risk (Annexure aggressive) and decision to avail services have/has been taken by me/us and agree that the approach is suitable to me/us.

11. I/we do hereby certify and declare that I/we have been notified of all fees, charges and expenses and I/we are in agreement of the same as certified in writing on Annexure A – Fees Schedule of the PMS agreement.

Sign here **Name of First/Sole Holder:**	*Sign here* **Name of Second Holder/Guardian:**	*Sign here* **Name of Third Holder:**

CONSENT FOR DOWNLOADING AND USING CLIENT RECORDS

To,

Caelis Ventures Private Limited
C-9/23, First Floor, Chitrakoot Scheme,
Ajmer Road, Jaipur -302021.

Subject: Consent for downloading and using client data

Dear Sir/Madam,

I/We, _____
[which shall include my/our Relatives as defined under SEBI (Prohibition of Insider Trading) Regulations, 2015] hereby acknowledge that I/we have been informed by Caelis Ventures Private Limited ("Portfolio Manager") regarding the collection, use, storage, processing, sharing and retention of my/our Personal Data for the purposes of onboarding, account opening, KYC, Prevention of Money Laundering Act, 2002 (PMLA) and other background checks under the requirements of applicable Securities and Exchange Board of India ("SEBI") Regulations and the Portfolio Manager shall have to adhere to client account opening procedures and maintain records of such transactions as prescribed under the Prevention of Money Laundering Act, 2002, and Rules notified thereunder, SEBI (Portfolio Management) Regulations, 2020, regulatory reporting, investor servicing, grievance redressal, risk management, audit, compliance monitoring and such other lawful purposes connected with the provision of Portfolio Management Services.

I/We understand that the Personal Data collected may include, but is not limited to, my/our name, address, contact details, PAN, Aadhaar (where permitted by law), bank account details, financial information, investment profile, income details, nomination details and other information required under applicable laws and regulations.

I/We hereby provide my/our free, specific, informed, unconditional and unambiguous consent to the Portfolio Manager, its affiliates, service providers, custodians, bankers, KYC Registration Agencies, depositories, regulators, statutory authorities, auditors and other authorised entities, to collect, store, process, use, share and transfer my/our Personal Data solely for the purposes stated above and as required under applicable laws, rules, regulations and regulatory directions.
All capitalized terms used, which are not defined in this consent letter shall have the meanings set forth in the DPDPA and/or under the applicable law(s).

I/We understand that:

1. The Portfolio Manager shall implement reasonable security safeguards to protect my/our Personal Data.

2. I/We may exercise my/our rights available under the Digital Personal Data Protection Act, 2023 ("DPDPA") and applicable laws, including the right to seek correction, updating or erasure of Personal Data, subject to applicable legal and regulatory retention requirements.

3. I/We may withdraw this consent at any time by submitting a written request to the Portfolio Manager. I/We understand that consent can be withdrawn at any time through a simple mechanism; however, such withdrawal may impact the ability of the Portfolio Manager to provide PMS services and shall be subject to legal and regulatory obligations requiring retention or processing of certain Personal Data.

4. The Portfolio Manager may retain and process my/our Personal Data for such period as may be required under applicable laws, regulations and internal record retention policies.

5. I/We acknowledge my/our rights under the DPDP Act, including:
   - Right to access information about Personal Data being processed
   - Right to correction and erasure of inaccurate or unnecessary data
   - Right to withdraw consent at any time
   - Right to grievance redressal
   - Right to nominate another person to exercise these rights

By signing below, I/we confirm that I/we have read, understood and voluntarily consent to the processing of my/our Personal Data in accordance with this consent and the Privacy Notice/Privacy Policy of the Portfolio Manager. The Portfolio Manager can download and use my/our KYC records available with Central KYC Records Registry (CKYCRR) and KYC Registration Agency (KRA).

Sign here **Name of First/Sole Holder:**	*Sign here* **Name of Second Holder/Guardian:**	*Sign here* **Name of Third Holder:**

DECLARATION BY NON-RESIDENT INDIAN (NRI) / PERSONS OF INDIAN ORIGIN (PIO)

I/We hereby represent, warrant and confirm that I/We have independently and of my/our own desire decided to avail the Portfolio Management Services ("Services") of Caelis Ventures Private Limited ("Caelis") or make inquiries about it.

In this connection, I/we have of my/our own accord personally requested Caelis and solely for my/our benefit to act in connection with my/our application form.

I/We understand that the aforesaid Services is only registered and regulated in India and may not be registered in other jurisdictions.

I/We further acknowledge and confirm that no solicitation or offer has been made outside India by Caelis or partners/ officers/ agents/ representatives in relation to Services and information about such Services have been provided only upon my/our specifically requesting for the same.

I/We undertake to provide any additional information/ documentation to Caelis that may be required in connection with the aforesaid declaration.

I/We hereby agree to fully indemnify Caelis or partners/officers/ agents/ representatives against any and all losses, damages, costs, expenses, liabilities, actions and proceedings whatsoever arising from or in connection with the said application and/or carrying out such actions as requested by me/us.

I/We confirm that I am/we are non-resident of Indian Nationality/origin and I/we have entered into the PMS Agreement in India as per FEMA Rules and other Regulations, which are in force from time to time.

I/We confirm that I am/we are person resident outside India (PROI) and I/we have entered into the PMS Agreement in India as per FEMA Rules and other Regulations, which are in force from time to time.

Type of Account to be opened ☐ NRE ☐ NRO

I/We hereby confirm and declare that I/We do not have any other NRE/NRO/PIS Account with any other bank.

I/We hereby confirm and declare:

1. I/We have not obtained residence rights under any Citizenship / Residency by Investment Scheme.
2. I/We do not hold residence rights in any other jurisdiction(s).
3. I/We have not spent more than 90 days in any other jurisdiction(s) during the previous year.
4. I/We have not filed personal income tax returns in any other jurisdiction during the previous year.

Please refer: https://www.oecd.org/en/publications/oecd-archives.html link for jurisdiction that operates Residence/Citizenship by investment schemes.

Yours Faithfully,

Sign here **Name of First/Sole Holder:**	*Sign here* **Name of Second Holder/Guardian:**	*Sign here* **Name of Third Holder:**

DECLARATION WITH RESPECT TO LEGITIMATE SOURCE OF FUNDS

Particulars	Details	Notes/remarks
Full name of Investor		
Description and Brief Profile of Investor		
Client Sourced by, if applicable		
Investment Amount (INR)		
Source of funds		
Networth of Investor		
Income for last 1 Years (INR)		
Any other remarks		

I/We hereby declare and confirm that the above details given by me/us are true and accurate, and that the income/source of funds is through legitimate source and does not involve and is not designed for the purpose of any contravention or evasion of the provisions of any Act, Rules, Regulations, Notifications or Directions of Income Tax Act, Prevention of Money Laundering Act, Anti-Corruption Act or any other applicable laws, as may be in force from time to time.

Sign here **Name of First/Sole Holder:**	*Sign here* **Name of Second Holder/Guardian:**	*Sign here* **Name of Third Holder:**

POLITICALLY EXPOSED PERSON (PEP) SELF-CERTIFICATION FORM

PART III SELF-DECLARATION (APPLICABLE FOR ALL CLIENTS)

In accordance with Anti-Money Laundering Laws, there is an obligation on subject persons to determine if the applicant for business or a beneficial owner is a PEP. Please read the definition given in the below box carefully before filling in the form, select the relevant alternative, sign, and date this form and return the form to our offices.

Please complete the relevant Alternative

ALTERNATIVE ONE:

☐ I am a Politically Exposed Person ("PEP") or have been a PEP during the last year If you have checked this box, please provide the following information:

Title:_____

Description of Function and Level/Seniority:_____

_____

Date when you became a PEP: _____

If you were but are no longer a PEP, date when the appointment ended:_____

ALTERNATIVE TWO:

☐ An immediate family member or a close associate is a PEP or has been a PEP during the last year.

If you have checked this box, please provide the following information:

If the PEP is an immediate family member, please specify the relationship:

☐ Spouse/legal cohabitant

☐ Parent

☐ Children/spouse or legal cohabitant of your Children

If the PEP is a close associate please describe the nature of the association:_____

_____

ALTERNATIVE THREE:

☐ I am not a PEP.

I hereby confirm that all the information and any documentation supplied with this form is genuine, complete, and correct.

I hereby confirm that I will inform Caelis Ventures Private Limited of a change in my status as detailed in this Form should it change in the future.

Name & Surname: _____

A PEP is defined as a person who holds, or has held at any time in the last year,

1. A prominent public function, including:
   (a) Heads of State, Heads of Government, Ministers and Deputy and Assistant Ministers and Parliamentary Secretaries.
   (b) Members of Parliament.
   (c) Members of the Courts or of other high-level judicial bodies whose decisions are not subject to further appeal, except in exceptional circumstances.
   (d) Members of courts of auditors, Audit Committees or of the boards of central banks.
   (e) Ambassadors, charge d'affaires and other high-ranking officers in the armed forces;

For the purposes of (a) to (e) above this includes positions held at the Community or international level.

2. Members of the administration, management, or boards of State-owned corporations.

PEP Family Members & Close Associate

The legislation extends the definition of PEPs to immediate family members and close associates of PEPs.

An immediate family member includes any of the following:

(a) the spouse, or any partner recognized by national law as equivalent to the spouse;

(b) the children and their spouses or partners; and

(c) the parents.

A close associate is defined to include any of the following persons:

(1) an individual who has joint beneficial ownership of a body corporate or any other form of legal arrangement or any other close business relations with a PEP; or

(2) an individual who has sole beneficial ownership of a body corporate or any other form of legal arrangement that is known to have been established for the benefit of a PEP.

Sign here **Name of First/Sole Holder:**	*Sign here* **Name of Second Holder/Guardian:**	*Sign here* **Name of Third Holder:**

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Caelis

CAELIS VENTURES PRIVATE LIMITED

Correspondence Address: C-9/23, First Floor, Chitrakoot Scheme, Ajmer Road, Jaipur – 302021
www.caelisventures.in | info@caelisventures.in | +91 141-6780675

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