



Client Registration Form - **PMS**


Client Name : _____

Client Code: _____

Welcome to Trustline Portfolio Management Services

PLEASE READ THE INSTRUCTIONS BEFORE FILLING THE FORM

INSTRUCTIONS FOR FILLING UP THIS FORM

1. Please ensure that the form is properly filled up, and all documents required are duly enclosed.
2. Pin Code is compulsory in the address detail.
3. Please fill all information in capital letters.
4. Original documents will be required for verification at the time of submission of the form.
5. Please affix full signatures at all places marked as .
6. Affix rubber stamp at all places where you have affixed your full signatures (in case of proprietorship or non-individual accounts)

DOCUMENTS REQUIRED FOR INDIVIDUALS

1. One photograph duly signed by the client
2. Proof of Demat Account
3. Proof of Bank Account (optional)
4. Copy of Latest Income Tax Return
5. Copies of the following documents may be submitted after due verification with the original thereof.

For proof of Identity (any one of the following) (Self Attested)

- PAN Passport
 Voter ID Card Driving Licence

For Proof of Address (any one of the following) (Self Attested)

- Passport Voter ID Card
 Driving License Bank Pass Book
 Rent Agreement Ration Card
 Flat Maintenance Bill Insurance
 Telephone Bill (not more than 3 months old)
 Electricity Bill (not more than 3 months old) Policy

FOR MINORS

Same as individual and

1. Birth certificate of minor
2. Letter from guardian for self authorization.

FOR PROPRIETORSHIP FIRM

Same as individual and the following

1. Copy of the PAN Card of firm, if any

FOR PARTNERSHIP FIRMS

1. Letter of partnership firm (Letter Head) authorising partner/(s) to execute all the deeds/agreement on behalf of firm
2. Certified true copy of partnership deed

3. Copy of PAN Card of partnership firm (Self Attested)
4. Copy of PAN Card / Passport / Voter ID / Driving License of all partners
5. A Passport size photograph of all the partners
6. Proof of the Demat Account
7. Copy of last income tax return filed
8. Verification, attestation of the Signatures of Partners by bank
9. Copies of Balance Sheet for last 2 financial years (Copies of annual balance sheet to be submitted every year)
10. Photographs of Partners and/or persons authorized to deal in securities on behalf of the Firm

FOR CORPORATES

1. Address proof
2. Copy of PAN Card of the company
3. Copy of PAN Card / Passport / Voter ID / Driving License of directors / authorized signatories
4. Certified true copy of annual report for the last year.
5. Proof of the Demat Account.
6. Proof of Bank Account
7. Verification / attestation of signature of the directors by the bank
8. Copies of the balance sheet for the last 2 financial years (Copies of annual balance sheet to be submitted every year)
9. Copies of the Memorandum & Articles of Association
10. Proof of date of incorporation
11. Photographs of whole time directors, individual promoters holding 5% or more, either directly or indirectly, in the shareholding of the company and of persons authorized to deal in securities on behalf of the company
12. Copy of latest share holding pattern including list of all those holding more than 5% in the share capital of the company, duly certified by the Company Secretary/Whole Time Director/M.D. (Copy of updated shareholding pattern to be submitted every year)
13. Copy of the Resolution of Board of Directors approving participation in equity / derivatives trading and authorizing persons for dealing in securities.
14. Board Resolution authorising the company official to execute all the deeds/operation with the exchange on behalf of the Co.

FOR HUF

1. Copy of Pan Card (Mandatory) of HUF
2. Self declaration by Karta

FOR OFFICE USE ONLY

	Name	Employee / SB / RM Code	Signature
Introducer /SB / RM			
Branch Head			
RM			
Punched by			
Verified by			
Authorised by			

CLIENT REGISTRATION FORM : INDIVIDUAL CLIENT

Trustline Securities Ltd.
Sebi Registration No. INP000004268

Corporate Office :
 Trustline Tower, B-3, Sector-3, Noida-201301
 Phone: +91-120-4663333, 4663300
 Fax +91-120-4663388

Dear Sir,
 I request you to register me as your client for Portfolio Management Services.
 I have read the relevant risk disclosure documents & agree to abide them. In this regard, I furnished the following information.

APPLICANT DETAILS

(Please fill in BLOCK LETTERS and tick v boxes wherever applicable).

Information about FIRST APPLICANT

Name	<input type="text"/>																																				
Father's Name	<input type="text"/>																																				
Sex	<input type="checkbox"/> Male	<input type="checkbox"/> Female	<input type="checkbox"/> Nationality	(Please sign across the Photograph)																																	
Date of Birth	<input type="text"/>	<input type="text"/>	Place of Birth																		<input type="text"/>																
PAN No.	<input type="text"/>																																				
Residential Status	<input type="text"/>																																				
Residential Address	<input type="text"/>																																				
Flat/Bldg. No. / Name	<input type="text"/>																																				
City	<input type="text"/>	Pin Code	<input type="text"/>	State	<input type="text"/>																																
Country	<input type="text"/>	Tel.	<input type="text"/>	Fax	<input type="text"/>																																
Mobile No.	<input type="text"/>	Email	<input type="text"/>																																		
Occupation:	<input type="text"/>																																				
	<input type="checkbox"/> Service	<input type="checkbox"/> Business / Profession	<input type="checkbox"/> Others (please specify)																																		
Date	<input type="text"/>	<input type="text"/>	<input type="text"/>																																		
Place	<input type="text"/>																																				
	Signature (1)																																				

Information about SECOND APPLICANT

Name	<input type="text"/>																																				
Father's Name	<input type="text"/>																																				
Sex	<input type="checkbox"/> Male	<input type="checkbox"/> Female	<input type="checkbox"/> Nationality	(Please sign across the Photograph)																																	
Date of Birth	<input type="text"/>	<input type="text"/>	Place of Birth																		<input type="text"/>																
PAN No.	<input type="text"/>																																				
Residential Status	<input type="text"/>																																				
Residential Address	<input type="text"/>																																				
Flat/Bldg. No. / Name	<input type="text"/>																																				
City	<input type="text"/>	Pin Code	<input type="text"/>	State	<input type="text"/>																																
Country	<input type="text"/>	Tel.	<input type="text"/>	Fax	<input type="text"/>																																
Mobile No.	<input type="text"/>	Email	<input type="text"/>																																		
Occupation:	<input type="text"/>																																				
	<input type="checkbox"/> Service	<input type="checkbox"/> Business / Profession	<input type="checkbox"/> Others (please specify)																																		
Date	<input type="text"/>	<input type="text"/>	<input type="text"/>																																		
Place	<input type="text"/>																																				

(2) _____
 Signature of the First applicant

 Signature of the Second applicant

CORRESPONDENCE ADDRESS (Proof of Address Mandatory)

Bldg. No. / Name Street No. /Name
 Area
 City Pin Code State
 Country Tel. No. Fax
 Mobile No. Email

BANK ACCOUNT DETAILS

(Preferably of the Account from where the corpus is received) (Proof of Bank Account details-Mandatory)

(In case of multiple accounts, please provide the details on a separate sheet)

Bank Name Branch Name
 Bank Address
 Account No.
 Account Type Savings Current Cash Credit Others
 9 Digit MICR Code

DEMAT ACCOUNTS DETAILS

(Preferably of the Account from where the corpus is received) (Proof of Demat Account details-Mandatory)

Depository Participant Name
 Depository Participant ID
 Client ID
 Depository Participant Address

(In case of multiple accounts, please provide the details on a separate sheet).

OCCUPATION:

Business Retired Self Employed House Wife
 Professional Service (Pvt.) Service (Govt.) Others

 (3)

Signature of the First applicant



Signature of the Second applicant

IF EMPLOYED

Name of the Employer

Office Address

City Pin Code State

Country Tel. No. Fax

Mobile No. Email

Designation

IF SELF EMPLOYED BUSINESS / PROFESSIONAL / OTHERS

Name of the Establishment

Nature of Business

Industry

Office Address

City Pin Code State

Country Tel. No. Fax

Mobile No. Email

Designation

PMS SCHEME CHOSEN BY APPLICANT

Name of Product

Indicative Investment Amount

INVESTMENT PROFILE

Investment Experience < 3 years 3-5 years 5 years

Investment Objective Capital Appreciation Regular Income Both

Detailed Investment Objective Equity Balanced Debt
 Mutual Funds Venture Funds Others

Risk Tolerance High Medium Low

Systematic Withdrawal Plan Quarterly Half Yearly Annually

Expected Time Period of Investment with M/s Trustline Securities Ltd. (_____) Years

[Indicative Investment Percentage with M/s Trustline Securities Ltd. Account (Optional) _____ %]

INCOME

Annual Income in Rs. <25 lacs 25--50 lacs > 50 lacs

Are you Assessed to tax YES NO

 (4) _____
Signature of the First applicant

 _____
Signature of the Second applicant

Name of the Introducer

Introduction : Introduced by another client/director or employee of trading member / any other person (please specify)

Name

Address

Place

Date

Signature  (5) _____

IN CASE THE PAYMENT IS MADE BY ANY PERSON OTHER THAN THE APPLICANT, PLEASE IDENTIFY THE NAME OF SUCH PERSON.

Name

Relationship with the Applicant

I/We authorize you to treat the proceeds of the above mentined cheque / funds / securities transfer as proceeds on behalf of the Applicant(s). I confirm the source of funds to be legal and not in contravention of any Act / Rules including Prevention of Money Laundering Act, 2002 (PMLA)

Date

Place

Signature  (6) _____

(We reserve the right to ask for supplementary evidence details)

DECLARATION AND SIGNATURE(S)

I/We have neither received nor been induced by any rebate or gifts, directly or indirectly in making this investment. I/We hereby declare that I am / we are not a US person, within the meaning of the United States Securities Act, 1933, as amended from time to time, and that I am I / we are not applying on behalf of or as proxy holders of a person who is a US Person.

I/We hereby declare that I am/We are comptent under the applicable laws and duly authorised where required, to make this investment in the above mentioned portfolio. I / We hereby confirm that proposed investment is being made from known, identifiable and legitimate sources of funds/income of mine/ the HUF / the Company / Trust / Partnership only and I am/we are the rightful beneficial owner (s) of the funds and the resulting investments there from. The above-mentioned investment does not involve and is not designed for the purpose of any contravention or evasion of any Act. Rules, Regulations, Notifications or Directions or of the provisions of any law in Indian including but not limited to The Income Tax Act, the Prevention of Money Laundering Act, 2002, the Prevention of Corruption, 1988 Act and/ or any other relervant rules/guidelines notified in htis regard or applicable laws enacted by the Government of India I any other regulatory body from time to time.

I/We hereby declare that all the information and particulars given by me/us in this application are true and I/we have not suppressed or hidden any fact whatsoever I/we agree and undertake to immediately inform you ir there is change in any of hte information given in this application or in the Annexure(s) to this application. I/we also agree to furnish such further information as you or SEBI or the Stock Exchange may require me/us to furnish from time to time.

I/we hereby understand and agree that if any of the aforesaid disclosures made/ information provided by me/us is found to be contradictry or non-reliable to the above statements or if I/we fail ot provide adequate and complete information, the Portfolio Manager reserves the right to reject the application / withhold the investment made by me /us, to terminate the agreement that may be executed under Portfolio Management and/or to disclose /report the relevant details to the competent authority and take such other actions as may be required to comply with the applicable law as the Portfolio Manager may deem proper at their sole option.

Applicable to NRI / FII only (please strike off if this part is not applicable to you): I/We confirm that /am / We are Non-Resident of Indian Nationality / Origin and I/We hereby confirm that the funds for subscription have been remitted from abroad throug normal banking channels or form funds in my/our Non-Resident External / Ordinary Account / FCNR Account.

Signature  (7) _____

Signature  _____

Date

Place

NOMINATION FORM

I/We and the holders of Portfolio Management account with M/s Trustline Securities Ltd. Portfolio Manager wish to make a Nomination and do hereby nominate the following person in whom all rights of transfer and / or amount payable in respect of my/our portfolio held with Trustline Securities Ltd. shall vest in the event of my/our death.

Name and Address of the Nominee

Name Date of Birth

Address

Signature of the Nominee _____

*The nominee is a minor whose guardian is

Address of the Guardian (if applicable)

(to be furnished in case of Nominee is a minor)

First Account holder

Second Account Holder

Signature  (8) _____

Name

Address

Date

Witness 1

Signature  _____

Name

Address

Date

Witness 2

Signature _____

Name

Address

Date

Signature _____

Name

Address

Date

Instructions:

1. The nomination can be made only by individuals only. Non-individuals, including society, trust, body corporate, partnership firm, Karta of Hindu Undivided Family, holder of Power of Attorney cannot nominate.
2. A minor can be nominated and in that event, the name and address of the guardian of the minor nominee shall be provided by the client
3. The Nominee can only be an individual.
4. Nomination in respect of the portfolio stands rescinded upon the transfer of asset under management.
5. Payment to nominee shall be a valid discharge by the Portfolio Manager against the legal heir.
6. Nomination can only be cancelled by the individuals who made the original nomination.

CLIENT REGISTRATION FORM : NON - INDIVIDUAL CLIENT

Trustline Securities Ltd.

Sebi Registration No. INP000004268

Corporate Office :

Trustline Tower, B-3, Sector-3, Noida-201301

Phone: +91-120-4663333, 4663300

Fax +91-120-4663388

PHOTOGRAPH
of 1st
Authorized
Signatory

Sign across the
photograph

PHOTOGRAPH
of 2nd
Authorized
Signatory

Sign across the
photograph

PHOTOGRAPH
of 3rd
Authorized
Signatory

Sign across the
photograph

Dear Sir

We request you to register us as your client Portfolio Management Services. We have read the relevant risk disclosure documents & agree to abide them. In this regard, We furnished the following information.

1. Name of the Company / Firm

2. Constituent Profile Producer Trader Consumer

3. Details of Registered Office

Correspondence Address

City PIN Code

State Country

Telephone No. (with STD Code) Mobile No.

Fax No. (with STD Code)

E-mail ID

4. Date of Incorporation

5. Date of Commencement of Business

6. A. Names of Promoters / Partners / Karta and residential address

Sr. No.	Name	Designation	Residential Address
1.			
2.			
3.			
4.			

B. Name of Directors and Residential Address

Sr. No.	Name	Designation	Residential Address
1.			
2.			
3.			
4.			

C. Names and Designation of persons authorized to deal with portfolio manager on behalf of the entity and their residential address

Sr. No.	Name	Designation	Residential Address
1.			
2.			
3.			
4.			

7. Net worth as on

8. IT Permanent Account (PAN)

- If PAN is not available, the reason thereof
- Whether declaration as per the format prescribed by the Income Tax Department given? Yes No

9. Details of Bank Account

Name

Address

Account No. Account Type

10. Financial Details of the Client Income Range (Per annum) Below Rs. 1,00,000 Rs. 1,00,000 to Rs. 5,00,000 Rs.5,00,000 To 10,00,000 (Tick where applicable) Rs. 10,00,000 To 25,00,000 Above Rs. 25,00,000

11. Investment/Trading Experience No Prior Experience ____ Years in Commodities ____ Years in Other investment related fields

12. Details of any action taken by SEBI/FMC/Stock exchange/Commodity exchange/any other authority

13. Depository Account Details

Depository ID

DP ID Client ID

14. Details of Registration with other Exchanges

Name of Exchange

Name of Broker

The information furnished above is true to the best of my knowledge and belief.
I undertake to inform changes in any of the above points in writing immediately to the Exchange.




15. **References**-Introduction : Introduced by another client/director or employee of trading member / any other person (please specify)

Name of Introducer

Signature _____

I/We have neither received nor been induced by any rebate or gifts, directly or indirectly in making this investment. I/We hereby declare that I am / we are not a US person, within the meaning of the United States Securities Act, 1933, as amended from time to time, and that I am I / we are not applying on behalf of or as proxy holders of a person who is a US Person. I/We hereby declare that I am/We are competent under the applicable laws and duly authorised where required, to make this investment in the above mentioned portfolio. I / We hereby confirm that proposed investment is being made from known, identifiable and legitimate sources of funds/income of mine/ the HUF / the Company / Trust / Partnership only and I am/we are the rightful beneficial owner (s) of the funds and the resulting investments there from. The above-mentioned investment does not involve and is not designed for the purpose of any contravention or evasion of any Act. Rules, Regulations, Notifications or Directions or of the provisions of any law in Indian including but not limited to The Income Tax Act, the Prevention of Money Laundering Act, 2002, the Prevention of Corruption, 1988 Act and/ or any other relevant rules/guidelines notified in this regard or applicable laws enacted by the Government of India / any other regulatory body from time to time. I/We hereby declare that all the information and particulars given by me/us in this application are true and I/we have not suppressed or hidden any fact whatsoever I/we agree and

undertake to immediately inform you if there is change in any of the information given in this application or in the Annexure(s) to this application. I/we also agree to furnish such further information as you or SEBI or the Stock Exchange may require me/us to furnish from time to time. I/we hereby understand and agree that if any of the aforesaid disclosures made/ information provided by me/us is found to be contradictory or non-reliable to the above statements or if I/we fail to provide adequate and complete information, the Portfolio Manager reserves the right to reject the application / withhold the investment made by me /us, to terminate the agreement that may be executed under Portfolio Management and/or to disclose /report the relevant details to the competent authority and take such other actions as may be required to comply with the applicable law as the Portfolio Manager may deem proper at their sole option. Applicable to NRI / FII only (please strike off if this part is not applicable to you): I/We confirm that /am / We are Non-Resident of Indian Nationality / Origin and I/We hereby confirm that the funds for subscription have been remitted from abroad through normal banking channels or form funds in my/our Non-Resident External / Ordinary Account / FCNR Account.

		
Authorized Signatory _____	Authorized Signatory _____	Authorized Signatory _____
Date <input type="text"/> <input type="text"/> <input type="text"/>	Date <input type="text"/> <input type="text"/> <input type="text"/>	Date <input type="text"/> <input type="text"/> <input type="text"/>
Place <input type="text"/>	Place <input type="text"/>	Place <input type="text"/>

FOR OFFICE PURPOSE (To be completed, signed and authorized by member)

Client Code

Verified by Name Signature

Authorized by Name Signature

Foundations

WELL LAID



SHARING OF INFORMATION

In this section we enable you to identify any individual that you wish to be involved in your account. You should be aware that we may require additional identification details for the individual.

a) Would you like us to provide information on your portfolio to your:

- checkbox Tax Advisor, checkbox Investment Advisor, checkbox Others, checkbox Yes, checkbox No If yes, Please identify the individual below

Name, Address, City, Country, Mobile No. fields with grid input boxes and labels like Pin Code, State, Tel. No., Fax, Email.

b) Would you like the Relationship Manager to be able to receive information on your account:

- checkbox Yes, checkbox No If yes, Please identify the individual below

Name, Address, City, Country, Mobile No. fields with grid input boxes and labels like Pin Code, State, Tel. No., Fax, Email.

I/We _____ Investment Advisors / Relationship Managers/Tax Advisors / other approved authority agree not disclose the confidential information contained herein to any Third Party without prior written consent of the Client.

Signature (10) _____

Date [][] [][] [][][][]

Form C: SECURITIES AND EXCHANGE BOARD OF INDIA
(PORTFOLIO MANAGERS) REGULATIONS, 1993
(Regulation 14)

Trustline Securities Ltd.

Trustline Tower, B-3, Sector-3, Noida-201301

Phone: +91-120-4663333, 4663300 • Fax +91-120-4663388

We confirm that

- a) The Disclosure document forwarded to the Board is in accordance with the SEBI (Portfolio Managers) Regulations, 1993 and the guidelines and directives issued by the Board from time to time.
- b) The disclosures made in the document are true, fair and adequate to enable the investors to make a well informed decision regarding entrusting the management of the portfolio to us / investment in the Portfolio Management Scheme.
- c) The Disclosure document has been duly certified by an independent firm of Chartered Accountants M/s Sangal & Associates.

For **Trustline Securities Ltd.**

Sd/-

(.....)

Mg. Director

Date

Place

CERTIFICATE

We have checked the books of Accounts and other records of M/s Trustline Securities Ltd. having its registered office at C-633, New Friends Colony, New Delhi-110025 and certify that the Disclosure Document prepared by the Company for its Portfolio Management Scheme are in conformity with the rules and regulations framed by The Securities and Exchange Board of India under SEBI (Portfolio Managers) Regulations, 1993 and its subsequent amendments upto 2012

For **Sangal & Associates**

Chartered Accountants

Sd/-

Rahul Sangal

(Partner)

M. No. 519545

Date

Place

M/s Trustline Securities Ltd.

Portfolio Management Division

Trustline Tower, B-3, Sector-3, Noida-201301

Phone: +91-120-4663333, 4663300 • Fax +91-120-4663388

Dear Sirs,

Ref: Authority for operation of my Demat Account in your favour.

Sub: Registration of Power of attorney(s)

I am enclosing herewith a Power of attorney duly executed and signed by me, for the purpose of operation of my demat account no..... with Depository having name as **Trustline Securities Ltd.** and DP ID No. as given in favour of M/s Trustline Securities Ltd. acting as my Portfolio Manager with a request to register the same. Please treat the said power of attorney as being valid until revoked by me in writing. Kindly confirm the registration of the same at the earliest and oblige.

Thanking you,

Yours truly,

Signature of the First Applicant  (11) _____

Signature of the Second Applicant  _____

Encl: as above.

Place:

Date:

Values

Well Respected



POWER OF ATTORNEY

NOW ALL MEN BY THESE PRESENTS THAT I/WE,
.....

S/o,D/o,W/o,
.....

residing/having office at
.....
.....
.....

(hereinafter referred to as "the Client") SEND GREETINGS:

WHEREAS M/s Trustline Securities Ltd. a Company incorporated under the Companies Act, 1956 and having its registered office at C-633, New Friends Colony, New Delhi-110025 (hereinafter referred to as "the Portfolio Manager" which expression shall include, unless repugnant to or inconsistent with the subject or context thereof, its successors and assigns) is duly authorized by the Securities and Exchange Board of India (hereinafter referred to as "SEBI") to provide Portfolio Management Service vide authorization No.

AND WHEREAS the Portfolio Manager has agreed to provide portfolio management services and the client has agreed to avail the same under Portfolio Management Agreement of even date.

NOW THESE PRESENTS WITNESSETH for me/us and on my/our behalf and on behalf of the survivor of me/us in my/our name and in the name or names of my/our survivor or survivors do hereby nominate, constitute and appoint M/s Trustline Securities Ltd. (the Portfolio Managers) acting through its officers as my/our true and lawful attorney (hereinafter referred to as the said attorney) to do all or any of the following acts, deeds and things in relation to and concerning the funds, monies, amounts placed by us with or for any portfolio management scheme of the Portfolio Manager.

1. To make necessary application(s) on my/our behalf to any Official or authorities in India, including but not limited to, the Central Government and/or the Reserve Bank of India and/or the Income Tax authorities and/or Securities and Exchange Board of India in connection with my/our purchase/sale/transfer holding and continuing to hold Securities, and to represent me in all respects before such authority or authorities and establishment without encumbrance, the ownership of the securities in my name.
2. The term "Securities" shall include such securities as defined under section 2(h) of the Securities Contracts (Regulations) Act, 1956 but not limited to shares, scrips, stocks, bonds, government securities, warrants, options, futures, derivative, convertible debentures, non-convertible debentures, fixed return investment, equity linked instruments or other marketable Securities of a like nature in or of any incorporated company or other body corporate, negotiable instruments including Bills of Exchange, deposits or other money market instruments, commercial paper, certificates of deposit, units issued by Unit Trust of India and units issued by Mutual-Funds, mortgage backed or other asset backed Securities issued by any institution or body corporate, cumulative convertible preference shares issued by any incorporated company and Securities issued by any incorporated company and Securities issued by the Central Government or a State Government for the purpose of raising public loan and having one of the forms specified in Clause (2) of Section 2 of the Public Debt Act, 1944, Relief bonds, saving bonds, any other new form of capital or money market instruments that may be issued in the future by any incorporated company/firm/institution or Government or Reserve Bank of India.
3. Pursuant to our instruction or At your own discretion, to acquire by subscribing to or by purchase of securities or Government securities and to sell, transfer and endorse the securities or any Government securities or redeem the same either through internet using the identification Number issued by any Mutual Fund from time to time

and/or to sign and to execute all transfer deeds whether as transferor or transferee and such other instruments, application and papers as may be necessary for the purpose of acquiring or transferring / redeeming the same, marking pledge / lien on such securities and / or for transferring the investments in the units of Mutual Fund from one scheme to another or between Mutual funds.

4. Pursuant to our instructions or At your own Discretion, to make applications for, or to renounce and sign renunciation forms in respect of bonds/debentures, rights shares and additional shares of any Company / Body / Authority and to receive and hold such rights or additional shares, bonds or debentures.
5. To issue orders and instructions for acquisitions and disposal of investments for and on behalf of myself and to purchase or otherwise acquire, sell or otherwise dispose of and invest in securities including enter into foreign transactions required for this purpose.
6. To open and or operate new or existing safe custody account or to keep in safe custody the securities acquired pursuant to the above authority.
7. To appoint, nominate or engage any broker including Trustline Securities Ltd. and/or agent for effecting purchase and sale of the securities as mentioned above and to sign and submit such documents as may be required for admission as a client of such broker.
8. To open and operate depository account with depository participant and to issue instructions relating to dematerializing or rematerializing of securities, freezing of accounts, to block and / or debit the account, to give delivery/receipt instructions, pledge instruction, pledge closure instruction, lending and borrowing instructions, and to do all such other things that may be necessary in the course of business relating to the depository account opened on my / our behalf including closure of the account if deemed necessary or expedient.
9. Subject to Exchange control Regulations in India to demand, receive and give good & effectual receipt(s) and discharge(s) for all or any dividends, interest, bonuses or any other sum(s) and/or income arising from the shares, debentures, units and other investments and to sign and endorse pay orders, dividend/interest warrants or certificates, receive all debts, sums of money, principal, interest, dividend or other dues of whatever nature or account which are now or at any time be due and payable and belong to me/or us on any account(s).
10. For the purpose of the aforesaid to sign contracts, agreements, transfers, acceptances, receipts, indemnity bonds, acquaintances or other instruments, documents and forms, to accept and carry out correspondence with such person(s) or authority / authorities or department(s) and to do all lawful acts requisite for effecting the same.
11. To open, operate one or more bank account(s) on my/our behalf with any Scheduled Commercial Bank as per the discretion of the Portfolio Manager for the purpose of managing my/our portfolio. And that the said Bank account(s) shall be operated only by the Authorised signatory(ies) appointed by the Portfolio Manager from time to time.
12. To operate one or more NRE bank account on my/our behalf with any Scheduled Commercial Bank for the purpose of managing my/our portfolio and if required to make application to Reserve Bank of India and /or any other authority for repatriation of funds and holding receipts, dividends etc. in respect of my Securities. The said Bank account(s) shall be operated only by the Authorised signatory(ies) appointed by the Portfolio Manager from time to time.
13. To withdraw or transfer any sums from the Bank account(s) and close the account(s).
14. To avail the facility of electronic banking and such other services

offered through electronic media by such Bank, in respect of my/our Bank account(s).

15. To prepare, sign and submit all forms, statements and declarations as may be required in respect of the bank account(s).
16. To collect cheque book(s) from the bank(s) where the account is in my/our name.
17. To make, draw, sign, endorse, negotiate, accept and release as the case may be required in respect of the bank account(s).
18. To collect and deposit the monies realized from sale of the securities and all interest / dividends on my / our behalf in my / our aforesaid account or in such accounts at the discretion of the Portfolio Manager and / or to invest the same in any other securities / units of Mutual Fund / deposits or in any other instruments which the Attorney considers best under the circumstances.
19. To negotiate with any person whether body corporate or otherwise and affect the purchase/sale or securities on such terms and at such price, as the said Attorney may consider best under circumstances.
20. To attend, vote and otherwise act as attorney or proxy at meetings of the members, creditors, debentures holders of any company in which Securities are acquired or held pursuant to this authority for and on my/our behalf and / or per my / our instructions.
21. To comply and/or cause to be complied with all statutory and other requirements attached to or arising out of these premises and for these purpose to take such steps and actions necessary or proper, including signing of affidavits, indemnity, declarations, legal documents, deeds and writings required.
22. And for all or any of the purpose aforesaid to appoint from time to time a substitute or substitutes and to revoke such substitution so that the appointment of any such substitute shall not affect or prejudice the rights or powers of the Attorney to act hereunder and the Attorney may continue to do so notwithstanding such appointments.
23. This Power of Attorney given under my/our hand is irrevocable by me / us during the tenure of my / our Portfolio Account with Trustline Securities Ltd. is operational. In accordance with the terms and

conditions of such portfolio(s) scheme(s) statutory regulations. And I/we hereby agree to ratify and confirm whatsoever shall be done in the premises by virtue of these presents either by the Attorney or by any substitute appointed by the Attorney.

And generally the Attorney shall have the power to do, execute and perform any other act or acts, deed or deeds, matter or thing whatsoever which in the option of my/our said Attorney ought to be done, executed and performed. And I/we further declare that with the execution of the said Power of attorney, all the powers and authorities conferred hereinabove shall be exercisable solely by the Attorney and that I/we shall not, until this Power of Attorney stands revoked subject to the satisfaction of dues under the Portfolio Management Agreement, have the right to perform any act(s) as mentioned in the said Power of Attorney, except with the prior approval of the Attorney given in writing, the authority for the performance of which has been duly conferred on the Attorney hereinabove. I/We further declare that I/we shall not at anytime act in a manner which has the effect of diluting, nullifying or vitiating the powers given to the Attorney under the said Power of Attorney including but not limited to granting the said powers to any other person(s) whilst this power of attorney is subsisting.

AND I/we do hereby for myself/ourselves, my/our heirs, executors, administrators, successors and legal representatives ratify and confirm and agree to ratify and confirm all and whatsoever acts, deeds, matters and things done or cause to be done by the Attorney or his substitute or substitutes by virtue of these presents.

And it is hereby clarified and declared that the Attorney being a body corporate the powers hereinbefore granted may be exercised by any of its agents or employee to whom the Attorney may delegate any of the powers aforesaid and accordingly the Attorney may appoint and remove any sub agent or attorney from time to time as it may consider appropriate performed by virtue of these presents as I myself/we ourselves personally could do the same.

This document shall be subject to the jurisdiction of the Courts in Delhi.

IN WITNESS WHEREOF I/We hereunto set my/our hands on this theday of20....at

Name of the Applicant

1.

2.

Signature of the Applicant

Signature  (12) _____

Signature  _____

In the presence of WITNESS:

Name

1.

2.

Signature _____

Signature _____

PORTFOLIO MANAGER AGREEMENT

The Portfolio Management Agreement (hereinafter referred to as “the Agreement”) is made at New Delhi on theday of20.....between M/s Trustline Securities Ltd. a Company incorporated under the Companies Act, 1956 and having its registered office at C-633, New Friends Colony, New Delhi-110025 (hereinafter referred to as “the Portfolio Manager” which expression shall include, unless repugnant to or inconsistent with the subject or context thereof, its successors and assigns) of one part;

And

Mr./Ms./M/sand individual / trust / company / firm or any other body duly formed and registered under the relevant Act, having its residence / registered office at

.....

(hereinafter referred to as ‘the client’, which expression shall include, unless repugnant to or inconsistent with the subject or context thereof, his / her / its successors, administrators, and executors) of the other part.

WHEREAS:

- (a) The Portfolio Manager is duly authorized by the Securities and Exchange Board of India (hereinafter referred to as “SEBI”) to provide Portfolio Management Services vide authorization No.
- (b) The client is desirous of availing the Portfolio Management Services as offered by the Portfolio Manager.

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

1. APPOINTMENT OF PORTFOLIO MANAGER:

The Client hereby appoints the Portfolio Manager to provide Portfolio management and administrative services for the Funds/securities deployed by the Client in accordance with the provisions of this Agreement.

2. PARTICIPATION:

- a) The Client shall ensure that he is eligible to enter into this Agreement. The Client having agreed to avail of the service shall be deemed to have satisfied himself or herself or itself with regard to eligibility in this regard.
- b) In the event of a change in the Constitution, identity by change of name and/or residential status of the Client during the currency of this Agreement, it shall be the duty of the Client to keep the Portfolio Manager duly informed of such a change.

3. SCOPE OF SERVICE TO BE PROVIDED BY THE PORTFOLIO MANAGER:

The Portfolio Manager agrees to provide Portfolio Management Services (hereinafter referred to as ‘the Services’ which shall be in the nature of investment consultancy / management and may include the responsibility of managing, renewing and reshuffling the portfolio, buying and selling the securities, keeping safe custody of

the securities and monitoring book closures, dividend, bonus, rights etc. so as to ensure that all the benefits accrue to the Client’s Portfolio, for an agreed fee structure and for a definite period hereinafter described, entirely at the Client’s risk.

4. FUNCTIONS OF THE PORTFOLIO MANAGER

- a) In case of Discretionary Portfolio management services, the Portfolio Manager shall individually and independently manage the funds of the Client in accordance with the provisions of this Agreement.
- b) The choice exercised by the Portfolio Manager as above shall be final, binding and shall be subject to change only on mutual consent.
- c) The Portfolio Manager shall take such steps as may be necessary, incidental, ancillary or conducive to the fulfillment of the objective of this Agreement and necessary from time to time to realize the objectives without any limitation. Provided, however, that the funds herein shall not be invested in any instruments as may be expressly prohibited by SEBI from time to time.

5. RESPONSIBILITY OF THE PORTFOLIO MANAGER

- a) The Portfolio Manager shall act in a fiduciary capacity on ‘best effort basis’ and as a trustee and agent of the Client’s account.
- b) The Portfolio Manager shall not derive any direct or indirect benefits out of the Client’s funds or securities except as provided in this Agreement.

6. PORTFOLIO MANAGER’S POWER, DUTIES AND OBLIGATIONS

- a) The Client hereby authorizes the Portfolio Manager to do all such acts or things on behalf of the Client as may be incidental or consequential to the discharge of its responsibilities under this Agreement.
- b) The Portfolio Manager shall invest the funds in accordance with the SEBI (Portfolio Manager) Regulations 1993 as amended from time to time (hereinafter referred to as “the Regulations”).
- c) The Portfolio Manager may deal in securities on behalf of the Client through Trustline Securities Ltd. as a member of The National Stock Exchange of India Ltd. (NSE), or through any other registered member broker of any other stock exchange.
- d) The Portfolio Manager may manage the funds raised or collected or brought from outside India in accordance with the SEBI (Foreign Institutional Investors) Regulations, 1995.
- e) The Portfolio Manager shall provide quarterly statement on investment made on behalf of the Client and the return realized thereon.
- f) The Portfolio Manager shall maintain books and records relating to its transactions for the Client to ensure compliance with the Regulations and shall audit its accounts as required under the Regulations.
- g) The Portfolio Manager may open and operate under the Power of Attorney, a bank account in any scheduled commercial bank, for and on behalf of the Client to deposit and withdraw monies and fully operate the same for the purposes of this Agreement.

- h) The Portfolio Manager may open and operate under the Power of Attorney, a depository account for and on behalf of the Client for depositing and withdrawing securities and fully operate the same for the purposes of this Agreement. Such depository account may be opened with any depository participant at the discretion of the Portfolio Manager.
- i) The Portfolio Manager shall from time to time:
- purchase or sell securities inter-se among clients;
 - deal with any SEBI registered broker and / or dealer in securities, depository participants, approved intermediaries, banks or any other entity or with its subsidiary company, to the extent permitted by applicable law, including entities in the same group.
 - Have business relationships with issuing companies or corporations whose securities are privately placed and to hold, purchase or sell to the Client's account from such stock of securities.
- 7. INVESTMENT OBJECTIVES AND GUIDELINES:**
- The Portfolio Manager shall invest funds of the client in such capital and money market instruments, including securities as defined under the Securities Contract (Regulation) Act, 1956. These instruments shall include any securities, derivatives and other instruments which are tradable on any of the Exchanges as well as such units of UTI Mutual Fund and / or other Mutual Funds (whether listed or unlisted), government securities, debt instruments, negotiable instruments, unlisted securities, certificates of deposit, participation certificates, commercial paper, securitized debt instruments, investment in bank and / or company deposit and such other eligible modes of investment and / or forms of deployment within the meaning of the Regulations issued by SEBI as amended from time to time. Provided, however, that the funds of the clients shall not be deployed in such instrument as may be expressly prohibited by SEBI from time to time.
 - In case of Discretionary Portfolio, the Portfolio Manager shall have the sole and absolute discretion to invest in respect of the Client's account in any type of securities subject to the above clause and as stated hereinafter and makes such changes in the investment and invest some or all of the Client's account in such manner and in such markets at its sole discretion. The Security invested / disinvested by the Portfolio Manager for the clients in same scheme may differ from client to client. The Portfolio Manager's decision in deployment of the Client's account is absolute and final and can never be called in question at any time during the currency of this Agreement or any time thereafter.
 - In case of Non Discretionary Portfolio, the Client decides their own investment, with the Portfolio Manager only facilitating the execution of transactions. The Portfolio Manager's role is limited to providing research, investment advice, and guidance and trade execution at the Client's request. The Portfolio Manager shall execute orders as per the mandate received from clients. The deployment of the Client's account by the Portfolio Manager on the instruction of the Client is absolute and final and can never be called in question or shall not be open to review thereafter. The rights and obligation of the Portfolio Manager shall be exercised strictly in accordance with the relevant Acts, Rules, Regulations, guidelines and notifications in force from time to time.
- d) The Portfolio Manager may ordinarily purchase or sell securities in aggregate for economies of scale and then inter se allocate the same amongst its clients on pro – rata basis and at weighted average price of the days transaction or separately purchase or sell securities for each client.
- e) Any transaction of purchase or sale including that of Portfolio Manager's own account and clients account or between two clients account should be at the prevailing market price.
- f) In the management of the Client's account, the Portfolio Manager may at its sole discretion apply for, subscribe, obtain, buy, accept, acquire, endorse, transfer, redeem, renew, exchange, dispose, sell or otherwise deal in the securities specified in clause (a), hereinafter generally manage, convert, transpose and vary the investments in respect of Client's account in such manner as the Portfolio Manager in its absolute discretion thinks fit and proper.
- g) Accruals, accretions, benefits, allotments, calls, refunds, returns, privileges, entitlements, substitutions and / or replacements or any other beneficial interest including dividend, interest, rights, bonus that accrue to the investment in respect of the Client's account shall be received by the Portfolio Manager either in its own name or in the name of the Client.
- h) Each individual existing and / or any future scheme as introduced by the Portfolio Manager from time to time shall be governed by the terms and conditions and investment guidelines as provided in this Agreement. Any amendments / additional provision specific to any individual scheme shall be agreed to and accepted by the Client in writing prior to availing the same.
- 8. AMOUNT**
- The Client shall invest with the Portfolio Manager an initial corpus of an amount not less than Rs. 25 lacs (Rupees Five lacs only) or such other minimum as stipulated by SEBI from time to time in the form of cash / securities and /or a combination of both aggregating to this minimum stipulated amount. The Client may on one or more occasion(s) or on a continual basis make further placement of funds / securities under the service.
- 9. PERIOD AND TERMINATION**
- This Agreement shall commence from the date of execution of this Agreement and shall continue for a five-year period thereafter. The Agreement shall terminate on the last day of the month, in which such period expires (such last day of the month shall be referred to as the date of termination).
 - This Agreement is subject to automatic extension for a minimum further period of one year which shall be counted from the aforesaid date of termination, unless notice of termination is given by the Client in the manner stated hereinafter, other terms of the Agreement remaining unchanged. This Agreement can thus be extended for any number of such periods of one year.
 - This Agreement may be terminated by the Client by giving a prior notice of termination of minimum 30 (thirty) days to the Portfolio Manager, thereupon the Agreement shall stand terminated on the expiry of the period on the same date as stipulated by the Client in the notice of termination.

- d) In the event of death, insolvency, dissolution or winding up of a Client during the currency of the Agreement, and on receipt of notice, in writing of such an event, the Portfolio Manager shall cease operations of the Client's Account, and the Agreement shall stand terminated with effect from the date of such an event (hereinafter referred to as "Date of Termination")
- e) The Portfolio funds can be withdrawn or taken back by the Client at its sole risk before the maturity of the contract under the following circumstances:-
- Voluntary or compulsory termination of the services by the Portfolio Manager or the Client.
 - Suspension or cancellation of the Certificate of Registration of Portfolio Manager by the SEBI.
 - Bankruptcy or liquidation of the Portfolio Manager.
- f) In the event that this Agreement is terminated for any of the reasons stated above, 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 services provided under this Agreement, within a period of 30(thirty) days from the date of termination.
- g) Notwithstanding what is stated herein, the Portfolio Manager reserves the absolute discretion independently to terminate this Agreement at any time by giving a written notice of not less than 30(thirty) days, without assigning any reason and cause the Client to transfer its portfolio / account to other intermediaries.

10. REPAYMENT

- a) The Portfolio Manager shall, on termination and/or determination of this Agreement, as stated hereinabove arrange to deposit the Net Realisable Value (i.e. gross market value net of costs of realization) of Securities held in the Client's account together with all accruals, accretions, benefits, allotments, calls refunds, returns, privileges, entitlements, substitutions and/or replacements or any other beneficial interest including dividend, interest, bonus as well as residual cash balance, if any on such date, subject to the Client fulfilling all his obligations under this Agreement in the designated Bank Account or to such account as may be instructed by the Client to the Portfolio Manager in writing. The securities shall be disposed off by the Portfolio Manager as provided for in the Securities Contracts (Regulation) Act, 1956 and/or any other relevant statute unless the Client desires, in writing, at least 30 (thirty) days prior to the termination of this Agreement to receive back the Securities held in his/her/its name or to such other account, to the extent that the same can be handed over to Client. The Amount so realized, and/or the Securities together with residual cash balances, if any, due and belonging to the Client, shall be made over to the Client or to such account as instructed by the Client in writing, subject to the following deduction:
- Interim disbursements, if any, of amounts paid to the Client as described in clause 10(d).
 - Fees and charges levied and/or to be levied by the Portfolio Manager as described in clause 11.
 - All taxes, rates, fees, duties, commissions, costs, charges penalties, deductions, recoveries and/or appropriations etc. to

be made in accordance with the law or otherwise on account of the Client.

- Any other dues, liabilities, obligations etc. owed by/due on account of the Client under this Agreement.
- b) The Portfolio Manager, by disbursement through payment or otherwise as provided in clause 10(a) hereinabove, subject to all the above recoveries, deductions and appropriations, is validly discharged of all its obligations owed to the Client or his nominee, as the case may be in respect of this Agreement.
- c) Any accruals, accretions, benefits, allotments, calls, refunds, returns privileges, entitlements, substitutions and/or replacements or any other beneficial interest including dividend, interest, rights, bonus, voting right arising out of the amount as per clause 10(a) hereinabove, shall accrue to or vest in the Client and shall accrue to and/or continue to vest with the Portfolio Manager, which, if received by the Portfolio Manager shall be turned/made over to the Client.
- d) The Portfolio Manager may, at its sole discretion, choose to effect (interim disbursements of amounts against the amount payable as per clause 10(a) hereinabove to the clients, on annual or such other frequencies, as the Portfolio Manager deems fit, without setting precedent whatsoever on the part of the Portfolio Manager and without conferring any right on the clients to demand such other similar disbursements from the Portfolio Manager at any stage in respect of this Agreement.

11. FEES AND CHARGES

- b) Notwithstanding anything contained herein or elsewhere, a Portfolio Management Fee as specified in Schedule annexed hereto, payable on returns generated on the Initial Corpus amount including any additional placement of funds/securities, if any, during the tenor of this Agreement, shall be paid by the Client to the Portfolio Manager.
- c) In addition to the Portfolio Management Fees stated hereinabove, the Client shall pay to the Portfolio Manager, such transaction fee, brokerage charges, safe custody fees, demat fees, and/or disbursement made in respect of the investments (and/or disbursements) made under this Agreement. The above fees, which inter-se includes the Portfolio Management Fees, and other charges and expenses shall be directly debited to the Client's Account as and when the same becomes due for payment.
- For the purpose of this Agreement, the Client agrees to and is aware that the Portfolio Manager may utilize services of its subsidiary companies or its affiliates/associates from time to time for the purpose of servicing the clients under this Agreement. The Client is aware and agrees that the Fees and Charges payable for availing the said services under this Agreement from Portfolio Manager's subsidiary companies or its affiliates/associates shall be debited to the Client's account which shall be in addition to the Portfolio Management fees payable by the Client under this Agreement to Trustline Securities Ltd. as a Portfolio Manager. The said fees as debited to the Client's account are not reversible.
- d) The Portfolio Manager shall be entitled to recover any incidentals in the form of stamp duties, registration charges, brokerage, commission, compensation, professional fees, legal fees,

consultancy charges, service charges, etc. and such other expenses, duties, charges incurred on behalf of the Client on account of Service provided to him/her/it (hereinafter referred to as "the incidental expenses"). The incidental expenses shall be charged to the Client's account from time to time at the sole discretion of the Portfolio Manager.

12. TRANSFER, REGISTRATION AND CUSTODY:

- a) The Client authorizes the Portfolio Manager to hold the Securities/funds belonging to the portfolio account of the Client in Portfolio Manager's own name or in the name of the Client for the purposes of this Agreement.
- b) The Client authorizes the Portfolio Manager to register the Client's securities in his/her/its name and/or in the name of the Portfolio Manager, for claiming and receiving all accruals, accretions, benefits, allotments, calls, returns, privileges, entitlements, substitutions and / or replacements or any other beneficial interest including dividend, interest, rights, bonus owing to the Client on account of such investments,. Subscription / renunciation of rights entitlements shall be at the sole discretion of the Portfolio Manager. In case the securities are registered in the name of the Portfolio Manager, the Portfolio Manager shall not have any voting rights or any other rights in respect of the securities held by it. The Client shall be entitled to all the rights and benefits and be subjected to all the liabilities in respect of the securities purchased / sold under this Agreement.
- c) The Portfolio Manager shall arrange for the custody of Securities held on account or such other activities of the Client under this Agreement by keeping them in its actual custody, or by outsourcing such activities to agent(s) for this purpose, at its sole discretion.

13. ACCOUNTS AND RETURNS

The Portfolio Manager shall maintain a separate Portfolio record in the name of the Client in its books for accounting the assets of the Client and any additional income, receipts and disbursements in connection therewith as provided under the SEBI (Portfolio Managers) Regulations, 1993. The Portfolio Manager shall provide a quarterly statement on investments/disinvestments and all credits to the account of the Client by way of accruals, accretions, refunds, benefits, allotments, calls, returns, privileges, entitlements, substitutions and/or replacements or any other beneficial interest including dividend, interests, rights, bonus received from time to time as well as debits per clause 11 read with 12.

14. RISKS AND LOSSES

- a) 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, omission or commission taken or failure to act save and except in cases of negligence, willful default and / or fraud of the Portfolio Manager.
- b) The Client acknowledges that he has received and read the Disclosure Document provided by the Portfolio Manager as specified in Schedule V of the Regulations alongwith a certificate in Form C as specified in Schedule 1 of the said Regulations.
- c) The Client acknowledges that he has read the Risk Disclosure documents in respect of investing the funds in derivatives and is

being informed, is aware and has understood the risks associated with investing the funds in the capital and money market instruments including derivatives but not limited to equities and other securities included in clause 7 hereinabove.

- d) The Client acknowledges that he is aware of the obligations under the Securities And Exchange Board of India (Substantial Acquisition of Shares and Takeovers) Regulations, 1997 and is solely responsible for the obligations thereunder.
- e) The Portfolio Manager shall not be responsible for any loss or damage occasioned including but not limited to market conditions, Force Majeure circumstances, delays on the part of companies, corporations or other authorities including Government Authorities in registering transfer of securities or other factors beyond the control of Portfolio Manager. The securities which are so purchased and refused to be transferred to in the name of the Client or the Portfolio Manager, by the Corporation or the Company concerned, will be sold by the Portfolio Manager, at the best available market rate, at the risk and responsibility of the client concerned.
- f) Subject to applicable taxation laws, in force from time to time, the Portfolio Manager shall not on its own deduct any tax at source while effecting disbursement / payments of amounts interim or otherwise to the Client under this Agreement, and shall certify the debit of tax at source to the Client's account, on a pro-rata basis as far as practicable. For securities, if any, held in the name of the Portfolio Manager on behalf of the Client, and other independent portfolio clients, as on date of declaration or record date of any Company's dividend declaration, the Portfolio Manager shall receive the Company's tax deduction at source certificate for any dividend subjected to tax. The Portfolio Manager shall only distribute the net dividend to each client's account. Any tax arising on such disbursement shall be charged to the Client's Account and shall be borne by the Client in full. The Portfolio Manager shall not undertake tax planning of the Client under this Agreement. In the event of any demand being made on the Portfolio Manager by the appropriate revenue / taxation authorities to pay certain amounts towards purported tax liability in connection with or arising from the transactions carried out by the Portfolio Manager, the Client hereby expressly authorizes the Portfolio Manager to comply with the demand and pay such amount to the revenue / taxation authorities and debit the Client's account accordingly. The Portfolio manager will be at liberty but not obliged or required to resist such demands. If the Portfolio Manager at its discretion, thinks fit, and in this event, the Portfolio Manager is hereby authorized to incur any fees, duties, commissions, costs, charges and expenses required to so resist the demand including the costs of appointing any Chartered Accountant, Tax Expert, Lawyer, Solicitor or Advocate but the Portfolio Manager will not be responsible if ultimately the demand is held/upheld to be proper and lawful. Despite the fact that the Portfolio Manager does not undertake tax planning of the Client, if in pursuance of directions issued by the appropriate revenue / taxation authorities, the Portfolio Manager is obliged to represent any Client in respect of any of the aforesaid directions, the Portfolio Manager is hereby empowered by the Client to file, sign, and/or execute such papers and/or documents on behalf of the Client as might be

necessary in that behalf. If required, the Client shall have executed a valid, irrevocable Power of Attorney in favor of Portfolio Manager or any other nominee(s) or agent(s) of the Portfolio Manager conferring inter-alia powers to represent the Client before such revenue/taxation authorities and comply with other requirements as envisaged in this Agreement. The Client agrees and undertake to furnish any information, papers and documents as may be required by the Portfolio Manager in connection with tax incidence or implications and also for the proper operation of the Client's account thereto.

- g) The Client shall not question any of the acts, deeds, omission or commissions or things done or performed by the Portfolio Manager under this Agreement and the Portfolio Manager shall fulfill its duties and obligations, at its absolute discretion, without interference from the Client, his / her / its attorney(s) or authorized agent(s).

15. PROTECTION OF ACT DONE IN GOOD FAITH

The Portfolio Manager shall not be under any liability on account of anything done or omitted to be done or losses suffered by the Client for acts done in good faith in accordance with or in pursuance of any request or advice of the investment made by the Portfolio Manager or any agents appointed by the Portfolio Manager.

16. PORTFOLIO MANAGER MAY RELY ON ADVICE

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

17. CLIENT'S RIGHTS AND LIABILITY

- a) In no event shall a Client have or acquire any rights against the Portfolio Manager except as expressly conferred on such Client hereby, nor shall the Portfolio Manager be bound to make payment to any Client, except out of funds held by it for the purpose under the provisions of these presents. The liability of the Client under the Discretionary Portfolio shall be restricted to the extent of the value of the Client's portfolio with the Portfolio Manager under this Agreement as on that date.
- b) The Client shall not operate the demat account designated for this Portfolio Management Service in any manner till this Agreement is terminated.

18. INDEMNITY TO PORTFOLIO MANAGERS

- a) Without prejudice to the right of indemnity available to Portfolio Manager under any law, the Portfolio Manager and every person appointed by the Portfolio Manager shall be entitled to be indemnified out of the funds deployed in respect of all liabilities, losses and expenses incurred by them in execution of these presents hereby declared or any of the powers, authorities and discretions vested in them pursuant to these presents and against all actions proceeding, costs, claims and demands in respect of any

matter or thing done or omitted in any way in relation to these presents, and the Portfolio Manager shall have a lien and may retain and pay out of any funds and securities in their hands all sums or other amounts necessary to effect such indemnity.

- b) The Portfolio Manager shall not be responsible for any loss or expenses resulting to one person as Client, from the insufficient or deficiency of value of or title to any property or security acquired or taken on behalf of the Client or the insolvency or wrongful act of any debtor or any person under obligation to the Client or anything done in good faith in the execution of the duties of his office or in relation thereto.
- c) In case of Discretionary Portfolio services, the Portfolio Manager shall not be responsible to the Client for any claim, loss or damage on account of investments / disinvestments by the Portfolio Manager in different securities for different clients in the same scheme.
- d) The Client shall indemnify and keep indemnified the Portfolio Manager from and against any charges arising out of payment of stamp duties or any taxes, including income tax and other direct taxes and from and against all costs, charges and expenses incurred by or levied on the Portfolio Manager under this Agreement on behalf of the Client.

19. ALTERATION

The Portfolio Manager may from time to time amend the Agreement if required, for complying with any change in Statute, Regulation or with the requirements of any competent authority or if required under its corporate policies. The same shall be intimated to the Client by the portfolio Manager. In case the Client continues to deal with the Portfolio Manager subsequent to the intimation of such amendments, it shall be deemed that the Client is agreeable to the new clauses. However, the client has the right to terminate this Agreement in accordance with clause 9(f) of this Agreement and the meeting of the financial and other obligations under this Agreement.

20. ASSIGNMENT

Either party to this Agreement shall not assign or transfer all or any of its rights or obligations hereunder without prior consent of the other party.

21. ACCESS TO INFORMATION

The Client may appoint a chartered accountant to audit the books of accounts of the Portfolio Manager relating to his transactions and the Portfolio Manager shall cooperate with such chartered accountant in course of the audit. Such access to information shall be made available to the Client's chartered accountant not more than once in six months and within one month of the expiry of the relevant half-year. Further such inspection shall be provided against a written notice period of 15 days.

22. ARBITRATION

- b) This Agreement is subject to the rules and regulations as are or may be framed/issued by the Central Government, the Reserve Bank of India (RBI), SEBI and/or any other statutory and/or any other competent authority, from time to time.
- c) All disputes, differences, claims and questions whatsoever arising from this Agreement between the Client and the Portfolio Manager and/or their respective representatives touching these presents or

any clause or thing herein contained or otherwise in any way relating to or arising from these presents shall be referred to a sole arbitrator and such arbitration shall be in accordance with and subject to the provisions of the Arbitration and Conciliation Act, 1996, or any statutory modification or re-enactment thereof for the time being in force. Such Arbitration proceedings or any other legal proceedings shall be held at New Delhi and be within the jurisdiction of courts at Delhi.

23. GENERAL

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

charged to the Client's account as an incidental expenses as described in clause 11.

- b) All mails and notice from the Portfolio Manager to the Client shall be sent to the Client's last known address/e-mail address, as in existence in the records of the Portfolio Manager and if there is any change, the Client must inform the Portfolio Manager at least 30 (Thirty) days before so that all correspondences are made to the new address of the Client.
- c) Where the due date for any payment to the Client from the Portfolio Manager under this Agreement falls on a Saturday, Sunday or a holiday under the Negotiable Instruments Act, 1881, if any, the same will be made on the next working day.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE SET THEIR HANDS ON THIS AGREEMENT AT THE PLACE ON THE DAY, MONTH AND YEAR FIRST HEREINABOVE WRITTEN

Client – Name & Signature

Name

Signature  (13) _____

Witness 1

Name

Address

Signature _____

Portfolio Manager – Trustline Securities Ltd.

Name:

Signature _____

Witness 2

Name

Address

Signature _____

SCHEDULE

INVESTMENT PHILOSOPHY:

- Bottom up approach for stock picking
- Disciplined Investment approach
- Adherence to risk minimization norms
- Calculated use of derivatives for risk hedging
- Desist from momentum investing
- Fundamental research investment, a pre-requisite for all decisions
- Reasonably long term view on stocks
- Flexibility in sectoral exposure

Stock Selection Procedure:

- Step-1 Idea generation through mix of internal and external research
- Step-2 Management contacts (combination of management meetings, plant visits and/or conference calls), analyst meetings & other background research
- Step-3 Creation of earning model, Forecasting of revenue and profitability. Active monitoring based on quarterly results and fundamental news flows
- Step-4 Periodic follow up meetings with management to re-evaluate earlier assumptions
- Step-5 Based on earnings estimates valuation screen is created
- Step-6 Valuation screen used extensively for studying absolute valuations, valuations relative to sector, peer group, own history and market conditions
- Step-7 Purchase / Sale decisions formulated based on key learning from Valuation Screen
- Step-8 Management quality and attractive valuations help determine weight of stock in portfolio
- Step 9 Bottomed out stocks for covered calls and breakouts for volatility play in options
- Step 10 Important corporate announcements and merger & acquisitions scenarios for risk arbitrage .

Risk Control Guidelines:

Sectoral Bets:

- Sectoral risk is mitigated through effective diversification.
- Any single sectoral allocation to be capped at 30%

Stock Bets:

- Individual stock concentration is limited to 10%.
- Fund Manger also try to limit exposure to any Single Corporate group

Hedging:

- Hedging Strategies to be actively used with discretion of Fund Manger

 (14)

Signature of the First applicant



Signature of the Second applicant

Date

Place

SCHEDULE

Procedure for valuation of securities given as an initial/additional corpus for portfolio management

1. The valuation of the above securities would be as follows:
 - a. The portfolio manager may sell the above securities within 30 days of the activation of the portfolio account of the client or transfer the securities to the portfolio of the client.
 - b. In the event securities are sold by the portfolio manager, the net sale proceeds shall be transferred to the portfolio of the client as and when the securities are sold by the portfolio manager and the proceeds are realized by the portfolio manager.
 - c. In the event the portfolio manager transfers securities to the portfolio of the client, the value of the securities will be taken at the closing market price of that security of the exchange (BSE or NSE as the case may be) on the date of transfer.
 - d. In the event the portfolio manager is unable to sell the securities within 30 days of the activation of the portfolio account, the portfolio manager may transfer the securities to the portfolio of the client at the closing market price of that security of the exchange (BSE or NSE as the case may be), on the date of transfer.
 - e. In case of illiquid securities' securities which the portfolio manager is unable to liquidate, the portfolio manager may return back the same to the client, and the same will not form part of the portfolio of the client
2. The portfolio manager has the absolute right to accept or reject the securities without assigning any reason thereof.
3. When securities are handed over as portfolio corpus, the total value of the securities valued at the closing prices of the securities on NSE/BSE on the day they are accepted by the portfolio manager shall not be less than the minimum acceptable portfolio value determined by the portfolio manager from time to time.
4. The calculation of management fees shall start from the date on which the portfolio manager transfers the sale proceeds of the securities or transfers the securities to the portfolio of the client.

 (15)

Signature of the First applicant



Signature of the Second applicant

Date

Place

PMS Fee Structure (Annexure)

Initial Corpus	Option 1	Option 2
Fixed Management Fee (on upfront basis):	1.5% p.a. of AUM	1% p.a. of AUM
Performance Incentive		20% p.a. Profit Sharing after 10% hurdle rate annually

Note:

1. Brokerage/DP Charges on the Transactions will be additionally charged as per the Contract with Broker/Depository Participant M/s Trustline Securities Limited. Please see and read carefully to understand the option of Fees Annexure-1
2. High Water Mark principle to be applied to calculate the Fees for Performance Incentive as per option 2.

 (16)

Signature of the First applicant



Signature of the Second applicant

Date

Place

Illustration for Annexure on Fees and Charges

Annexure-1

The assumptions for the illustration are as follows:

Particulars	Option 1	Option 2
Size of sample portfolio	Rs. 100 Lacs	Rs. 100Lacs
Period	1 Year	1 Year
Hurdle Rate	Not Applicable	10% p.a. of amount invested
Brokerage/ DP Charges / Transaction Charges	As Per the Contract with Broker M/s Trustline Securities Limited	As Per the Contract with Broker M/s Trustline Securities Limited
Management fee (charged on annual upfront basis)	1.5% p.a.	1% p.a.
Performance fee(charged on annual basis at the end of the year)	Not Applicable	20% of profits over hurdle rate

Portfolio performance: Gain of 20% (Option 1)

Nature of Fees	Amount in Rs.	Amount in Rs.	
Capital Contribution	10,00,0000	1,18,20,000	
Less: Management Fees on Upfront Basis	1,50,000		
Less: Any other fees (please enumerate)	-		
Assets under Management	98,50,000		
Add: Profits on investment during the year @ 20% on assets under management {After charging Brokerage/DP charges/any other similar charges (As Decided between the Broker and Client)}	19,70,000		
Gross Value of the portfolio at the end of the year	-		
Less: Performance fees (if any)	-		
Total charges during the year			-
Net value of the portfolio at the end of the year			1,18,20,000
% change over capital contributed			18.20%

Portfolio performance: Gain of 20% (Option 2)

Nature of Fees	Amount in Rs.	Amount in Rs.
Capital Contribution	1,00,00,000	
	1,00,000	
Less: Management Fees on Upfront Basis		
Less: Any other fees (please enumerate)	-	
Assets under Management		
	99,00,000	
Add: Profits on investment during the year @ 20% on assets under management {After charging Brokerage/DP charges/any other similar charges (As Decided between the Broker and Client)}	19,80,000	1,18,80,000
Gross Value of the portfolio at the end of the year		
Less: Performance fees (if any)(working given below)	1,96,000	
Total charges during the year		1,96,000
Net value of the portfolio at the end of the year		1,16,84,000
% change over capital contributed		16.84%

Calculation of Performance Fees for above

S. No.	Nature of Fees	Amount in Rs.
A	Profit for the year	19,80,000
B	Less: Minimum profit level (Hurdle Rate @ 10% on Rs.100,00,000)	10,00,000
C	Amount on which Profit Sharing Fees to be calculated (B-A)	9,80,000
D	Performance Fees (@20% of C)	1,96,000

Portfolio performance: Loss of 20% (Option 1)

Nature of Fees	Amount in Rs.	Amount in Rs.
Capital Contribution	1,00,00,000	
	1,50,000	
Less: Management Fees on Upfront Basis		
Less: Any other fees (please enumerate)	-	
Assets under Management		
	98,50,000	
Less: Loss on investment during the year @ 20% on assets under management {After charging Brokerage/DP charges/any other similar charges (As Decided between the Broker and Client)}	19,70,000	78,80,000
Gross Value of the portfolio at the end of the year		
Less: Performance Fees (if any)	-	
Total charges during the year		-
Net value of the portfolio at the end of the year		78,80,000
% change over capital contributed		(21.20%)

Portfolio performance: Loss of 20% (Option 2)

Nature of Fees	Amount in Rs.	Amount in Rs.
Capital Contribution	1,00,00,000	
	1,00,000	
Less: Management Fees on Upfront Basis		
Less: Any other fees (please enumerate)	-	
Assets under Management		
	99,00,000	
Less: Loss on investment during the year @ 20% on assets under management {After charging Brokerage/DP charges/any other similar charges (As Decided between the Broker and Client)}	19,80,000	79,20,000
Gross Value of the portfolio at the end of the year		
Less: Performance fees (if any)	-	
Total charges during the year		-
Net value of the portfolio at the end of the year		79,20,000
% change over capital contributed		(20.80%)

Portfolio performance: No Change (Option 1)

Nature of Fees	Amount in Rs.	Amount in Rs.
Capital Contribution	1,00,00,000	
	1,50,000	
Less: Management Fees on Upfront Basis		
Less: Any other fees (please enumerate)	-	
Assets under Management		
	98,50,000	
Add: Profits/Losses on investment during the year @ 0% on assets under management {After charging Brokerage/DP charges/any other similar charges (As Decided between the Broker and Client)}	0	98,50,000
Gross Value of the portfolio at the end of the year		
Less: Performance fees (if any)	-	
Total charges during the year		-
Net value of the portfolio at the end of the year		98,50,000
% change over capital contributed		(15%)

Portfolio performance: No Change (Option 2)

Nature of Fees	Amount in Rs.	Amount in Rs.
Capital Contribution	1,00,00,000	
	1,00,000	
Less: Management Fees on Upfront Basis		
Less: Any other fees (please enumerate)	-	
Assets under Management		
	99,00,000	
Add: Profits/Losses on investment during the year @ 0% on assets under management {After charging Brokerage/DP charges/any other similar charges (As Decided between the Broker and Client)}	0	99,00,000
Gross Value of the portfolio at the end of the year		
Less: Performance fees (if any)	-	
Total charges during the year		-
Net value of the portfolio at the end of the year		99,00,000
% change over capital contributed		(10%)



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