

Axis Securities Limited - Investment Adviser

# **Account Opening Form**

---

For Non-Individual - Flexi Fee

**CHECK SHEET**

Type of Account - Non Individual (Please tick the checkbox against the document being furnished by you)

 Pan Card

Proof of Bank A/c (copy clearly containing name of bank, client's name and A/c no. in print - Any one) \ (Not more than 3 months old)

 Banker's Letter  Cancelled Cheque leaf  Passbook  Bank Statement

Note: The above documents should contain either MICR code and/or IFSC code of the Bank and should not be more than 3 months old

Other Proof of Address  Telephone Bill  Electricity Bill

Balance sheet for last 2 financial years (Submit Annual Balance Sheet every year)

 Financial Year 1  Financial Year 2 Copy of Partnership Deed  SEBI Registration Certificate (for FII)  Copy of Registered Trust Deed Copy of Memorandum and Articles of Association  Copy of Registration Certificate Bye Laws/ Rules and Regulations duly certified  Certificate of Incorporation Non-Individual Account Opening Form - with KRA-KYC & FATCA (dully filled & signed by the authorized signatories as per mode of operation given in Board Resolution) Latest Net worth Certificate (should not be older than one year) List of Directors - with Name, PAN, Designation, DIN & Photographs - On Letter Head Copy of latest share holding pattern including list of all those holding control, either directly or indirectly, in the company in terms of SEBI takeover Regulations, duly certified by the Company secretary/Whole time director/MD(to be submitted every year) Copy of Resolution of Board of Directors/ Letter from all Partners/ Declaration for Karta of HUF / Board of Trustees/ Managing body/Committee Authority letter, authorising entering into an agreement with Axis Securities Ltd. Investment Advisory Services, for receiving advice on investment in Securities Photograph of Partners/ Whole time Directors/ 2 Directors in charge of day to day operations/ Karta/ Trustees/Individual promoters holding control either directly or indirectly (should be attached to the form and has to be signed across with Company Stamp) Authorised signatories list with specimen signature  List of Managing Committee Members List of Trustees certified by Managing trustees/ CA

Proof of Identity of Authorised Signatories/ Whole time Directors/ 2 Directors in charge of day to day operations/ Trustees/ Partners/ Promoters

 PAN Card with photograph (mandatory)  Unique Identification No (UID) - AADHAAR Identity card/ document with applicant'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 cards/Debit cards issued by Banks.

Proof of Address (POA) of Authorised Signatories/ Whole time Directors/ 2 Directors in charge of day to day operations/ Karta/ Trustees / Partners/ Promoters

 Passport/ Voters Identity Card/ Ration Card/ Registered Lease or Sale Agreement of Residence/ Driving License/Flat Maintenance bill/ Insurance Copy. Utility bills like Telephone Bill (only land line), Electricity bill or Gas bill - Not more than 3 months old. Self-declaration by High Court and Supreme Court judges, giving the new address in respect of their own accounts. Proof of address issued by any of the following: 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 issued by any Govt. 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 and Professional Bodies such as ICAI, ICWAI, ICSI, Bar Council etc., to their Members. For FII/sub account, Power of Attorney given by FII/sub-account to the Custodians (which are duly notarized and/or apostilled or consularised) that gives the registered address should be submitted. The proof of address in the name of the spouse can be submitted.

Note: In case of HUFs, certified true copy of PAN card of HUF and Karta is required, Further, Annexure of the list of members of the HUF and letter of authorisation of the Karta for operating the account signed by Co-Parceners along with the Photo of Karta is required. Bank passbook/ Bank statement should be in the name of HUF.

1. Please sign at all required places (initials below each Page of Agreement, POA and against blanks, signature of all authorised signatories on all pages of account opening form)
2. Please fill in all details in the entire form only in ENGLISH & BLOCK LETTERS
3. Write only one alphabet in each square provided. Leave a square blank between words
4. Name should be as it appears in PAN card
5. Photographs of Authorised Signatory(s) have to be affixed on the form, signed across
6. White Ink is not allowed for alteration/ correction on the Account Opening Form (hereinafter referred to as AOF)
7. Any alteration/ correction thereby should be attested by full signature of the Authorised Signatories and Sign with Rubber stamp
8. Self attested copy of PAN card is mandatory for Promoters/Partners/Karta/Trustees and whole time directors and authorised signatories on behalf of company/firm/others
9. Copies of all the documents submitted by the applicant should be self-attested and accompanied by originals for verification
10. If any proof of identity or address is in a foreign language, then translation into English is required
11. Name & address of the applicant mentioned on the KYC form, should match with the documentary proof submitted
12. If Correspondence & Registered address are different, then proofs for both have to be submitted
13. Politically Exposed Persons (PEP) are defined as individuals who are or have been entrusted with prominent public functions in a foreign country, e.g., Heads of States or of Governments, Senior politicians, Senior Government/judicial/ military officers, Senior executives of state owned corporations, important political party officials, etc.
14. Documents having an expiry date should be valid on the date of submission

**MANDATORY DOCUMENT/ INFORMATION/ REQUIREMENTS**

1. Signature and stamps: - All places where signatures are required are marked and numbered for convenience. Please ensure to affix the relevant stamp at all places where the Authorised Signatory(s) is / are signing. Stamps to be affixed are as follows:
  - i) HUF - Karta
  - ii) Partnership Firm - Authorised Partners
  - iii) Trust - Trustee / Authorized signatory
  - iv) Company - Director / Authorized signatory / Whole time Directors / Managing Directors / Promoters
2. Stamps to be applied on all Identity and Address Proof documents submitted
3. Registered and Correspondence address shall be complete and clear.
4. E-mail ID of the authorised signatory shall be mentioned correctly. All communication shall be sent at this ID for the applicant.
5. "ASL"/ 'the company' / 'member', wherever it appears, would mean Axis Securities Ltd.
6. ASL reserve the right to reject the Account opening form without assigning any reason whatsoever.
7. Board Resolution to also include Authorised signatories for signing IA agreement

To  
 Axis Securities Limited - Investment Adviser  
 Axis Bank Limited & other Axis Group entities  
 Axis House, 8th Floor, Wadia International centre,  
 Pandurang Budhkar Marg, Worli, Mumbai - 400 025

Dear Sir,  
**Sub: Availing Investment Advisory Services**

I/We wish to avail the Investment Advisory services offered by Axis Securities Limited - Investment Adviser (ASL). I/we are aware of the fact that, as per Securities and Exchange Board of India(SEBI) guidelines (SEBI/HO/IMD/DF1/CIR/P/2020/182 dated 23rd September 2020), a customer can either opt for advisory (advising client for a consideration) or distribution (on behalf of the Product Provider for a commission) services (and not both) from entities of the same group.

In this regard I/we would like to declare that currently (  Please tick appropriate boxes)

- I/We do not have any investment in Mutual Funds or any similar investment products under Distribution mode with Axis Group of companies
- I/We have availed distribution service / financial Products from Axis Group Companies
  - I/We shall continue to hold the existing investments till such time I/we decide to redeem or take any other permitted action. I/We understand and authorize all Axis Group entities not to execute any further investment transaction in the Distribution mode, with the exception of any SIP / STP transactions and dividend reinvestments for which the instructions have been provided by me/us prior to the date of signing up for Advisory Service or prior to April 01, 2021 as the case may be. I/ We understand that SIP / STP will stop in on-line / execution mode.
  - I/We wish to liquidate / switch my/our investments to investment Advisory services and I/we will provide the requisite instructions for the same separately. I/We understand the tax implications and exit load, if any, that will be applicable on liquidation and the same will be borne by me / us.

I/We confirm that the above decisions have been taken solely by me / us and the decisions have not been forced on me/us or influenced by any Axis Group entity or any of its employees.

Further, I/we also understand that post availing the advisory services from ASL, I/we or any of my/our dependent family members(\*Not applicable to body corporates including Partnership / LLP firms & Companies) shall not avail any distribution services from any of the Axis Group of companies as per the specified SEBI guidelines. Incase of any such requirement, I/we will consult ASL in advance.

I/We authorize ASL, Axis Bank and other Axis Group companies to share with each other such details of me and my / our family, as may be required to verify compliance with the SEBI guidelines and also to block any further transactions, in the Distribution mode, in my/our investment account(s) with all Axis Group companies.

I/We have read and understood the terms and conditions of investment advisory services provided by ASL along with the fee structure and mechanism for charging and payment of fee.

I/we confirm that an opportunity was provided by the Investment Adviser to me/us to ask questions and interact with persons associated with the investment advice.

Based on the above, I/We hereby provide my/our consent to activate my/our Investment advisory account with Axis Securities Limited.

The details of all dependent family members (if applicable), are given below:

"Family of client shall include individual client, dependent spouse, dependent children and dependent parents. The dependent family members shall be those members whose assets on which investment advisory is sought/provided, originate from income of a single entity i.e. earning individual client (HUF, Trusts etc. not defined as non individuals under the regulations) in the family "

| Sr. No. | Dependent Family Member Name | Relationship | PAN* | Email ID | Signature |
|---------|------------------------------|--------------|------|----------|-----------|
|         |                              |              |      |          |           |
|         |                              |              |      |          |           |
|         |                              |              |      |          |           |

Notes :

\*PAN copies to be provided.

Separate consent letters can be provided if course of action decided for existing investments in distribution mode is different for each PAN

I/We undertake to immediately inform the Investment Adviser (ASL) if there is any change / addition / deletion in the list of dependent family members given above and submit a revised declaration for the same and at such periodicity as required by the Investment Adviser under the regulations.

Customer Name \_\_\_\_\_ PAN No \_\_\_\_\_

Primary authorized signatory name \_\_\_\_\_

|                                                                                                                                                                                                               |                                                                                                                                                                                                                                                                                                                                                                                                    |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <div style="border: 1px solid #ccc; padding: 5px; margin-bottom: 10px;">  Primary Authorized Signatory         </div> <p>Other Authorized Signatory Names (if any)</p> <p>_____</p> <p>_____</p> <p>_____</p> | <div style="border: 1px solid #ccc; padding: 5px; margin-bottom: 10px; text-align: center;">  Other Authorized Signatory         </div> <div style="border: 1px solid #ccc; padding: 5px; margin-bottom: 10px; text-align: center;">  Other Authorized Signatory         </div> <div style="border: 1px solid #ccc; padding: 5px; text-align: center;">  Other Authorized Signatory         </div> |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

Date:

THIS AGREEMENT made on this \_\_\_\_\_ day \_\_\_\_\_ 20 \_\_\_\_\_ between \_\_\_\_\_ (name of legal entity) having its registered Office / address at \_\_\_\_\_ (hereinafter referred to as "Client") which expression, shall unless it be repugnant to the context or meaning there of, include its successors, heirs and permitted assigns) of the One Part AND Axis Securities Limited - Investment Adviser, a company incorporated under the Companies Act, 1956, and having its Registered Office at 8th Floor, Axis House, Wadia International Centre, Pandurang Budhkar Marg, Worli, Mumbai - 400 025 (hereinafter referred to as the "Registered Investment Adviser (RIA)" or "Investment Adviser (IA)" or "ASL") which expression shall, unless it be repugnant to the context or meaning thereof, include its successors and assigns) of the other part.

**WHEREAS:**

- (A) The Registered Investment Adviser (RIA) holds a valid certificate of registration under the Securities and Exchange Board of India (Investment Advisers) Regulations, 2013, to carry on the business of Investment Advisory Service vide Registration No. INA000000615;
- (B) In accordance with the applicable laws, the client hereby appoints, entirely at his / her / its own risk, the Investment Adviser to provide the required services in accordance with the terms and conditions of this agreement as mandated under Regulation 19(1)(d) of the Securities and Exchange Board of India (Investment Advisers) Regulations, 2013.
- (C) The Investment Adviser and the Client hereby record their mutual understanding and their common intention in the manner as hereinafter provided.

i. The client hereby confirms that :

- 1) "We have read and understood the terms and conditions of Investment Advisory services provided by the Investment Adviser along with the fee structure and mechanism for charging and payment of fee.
- 2) Based on our written request to the Investment Adviser, an opportunity was provided by the Investment Adviser to ask questions and interact with 'person(s) associated with the investment advice'".

ii. The Investment Adviser hereby declares that

- 1) It shall neither render any investment advice nor charge any fee until the client has signed this agreement.
- 2) That Investment Adviser shall not manage funds and securities on behalf of the client and that it shall only receive such sums of monies from the client as are necessary to discharge the client's liability towards fees owed to the Investment Adviser.
- 3) That the Investment Adviser shall not, in the course of performing its services to the client, hold out any investment advice implying any assured returns or minimum returns or target return or percentage accuracy or service provision till achievement of target returns or any other nomenclature that gives the impression to the client that the investment advice is risk free and/or not susceptible to market risks and or that it can generate returns with any level of assurance.
- 4) Fees will be charged for Investment advisory services within the limits specified under SEBI Investment Adviser Regulations and relevant circulars issued thereunder. Limits specified under SEBI regulations for fees are :

A Assets under Advice (AUA) mode: a. The maximum fees that may be charged under this mode shall not exceed 2.5 percent of AUA per annum per client across all services offered by IA. b. IA shall be required to demonstrate AUA with supporting documents like demat statements, unit statements etc. of the client. Any portion of AUA held by the client under any pre-existing distribution arrangement with any entity shall be deducted from AUA for the purpose of charging fee by the IA.

B ASL will charge annually \_\_\_\_\_% of total AUA as fees OR \_\_\_\_\_% of Equity AUA and \_\_\_\_\_% of Debt AUA to clients for Investment advisory services described in detail in Annexure to this agreement. Payment of fees is to be made by client on quarterly basis.

**IT IS AGREED:**

**1. DEFINITIONS AND INTERPRETATIONS:**

**1.1 Definitions**

- a. "Act" means the Securities and Exchange Board of India Act, 1992;
- b. "Agreement" means this Investment Advisory Agreement (also referred to as Investment Advisory Service Agreement) and shall include all modifications, alterations, additions or deletions thereto made in writing, upon mutual consent of the Parties hereto;
- c. "Assets under Advice" shall mean the aggregate net asset value of securities and investment products for which the investment adviser has rendered investment advice irrespective of whether the implementation services are provided by investment adviser or concluded by the client directly or through other service providers;
- d. "Group" shall mean an entity which is a holding, subsidiary, associate, subsidiary of a holding company to which it is also a subsidiary or an investing company or the venturer of the company as per the provisions of Companies Act, 2013.
- e. "Investment Advice" means advice relating to investing in, purchasing, selling or otherwise dealing in securities or investment products, and advice on investment portfolio containing securities or investment products, whether written, oral or through any other means of communication for the benefit of the client and shall include financial planning.  
Provided that investment advice given through newspaper, magazines, any electronic or broadcasting or telecommunications medium, which is widely available to the public shall not be considered as investment advice for the purpose of these regulations; "
- f. "Investment adviser" means any person, who for consideration, 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;
- g. "Investment Terms" means the Terms and Conditions of Advisory Service as set out in this agreement;
- h. "Party or Parties" means the Client and / or the Investment Adviser as the case may be or as the context may require;
- i. "Persons associated with investment advice" shall mean any member, partner, officer, director or employee or any sales staff of such investment adviser including any person occupying a similar status or performing a similar function irrespective of the nature of association with the investment adviser who is engaged in providing investment advisory services to the clients of the investment adviser;



- j. "Portfolio" means the Securities held by the Clients pursuant to investments made on the advice of the Investment Adviser under this Agreement;
- k. "Principal officer" shall mean the managing director or designated director or managing partner or executive chairman of the board or equivalent management body who is responsible for the overall function of the business and operations of non-individual investment adviser.
- l. "Regulations" shall mean the SEBI (Investment Advisers) Regulations 2013 issued by the Securities and Exchange Board of India, amended from time to time and circulars issued therein from time to time
- m. "SEBI" means Securities and Exchange Board of India;
- n. "Securities" mean securities as defined in clause (h) of section 2 of the Securities Contracts (Regulation) Act, 1956 and includes mutual fund units, shares, scrips, stocks, bonds, debentures, debenture stock or other marketable securities of a like nature in any incorporated company, or other body corporate, derivatives, units or any other instrument issued by any collective investment scheme to the investors in such schemes, government securities, and such other instruments as may be declared by the Central Government to be securities and rights or interest in securities.

## 1.2 Interpretations:

- a. In this Agreement, the headings are for convenience only, and shall not affect interpretations;
- b. Where a word or phrase is defined, other parts of speech and grammatical forms of that word or phrase shall have corresponding meanings;
- c. Each defined terms stated in the singular or the plural, will include singular or plural of the term;
- d. The recitals shall constitute an integral operative part of this Agreement;
- e. The terms Registered Investment Adviser and Investment Adviser would be used interchangeably throughout the agreement
- f. Any term not specifically defined in this Agreement will have the same meaning as defined in the Regulations

## 2 Appointment of the Investment Adviser:

2.1 The Registered Investment Adviser is engaged in the provision of Investment Advisory Services to its clients; and the Client desires to appoint and authorize the Investment Adviser to perform the Services for the Client

## 3. Scope of Service:

The scope of service shall be subject to the activities permitted under the Securities and Exchange Board of India (Investment Advisers) Regulations, 2013. The Investment Adviser shall act in a fiduciary capacity towards its clients at all times.

- 3.1 The Client hereby appoints ASL as its Investment Adviser to provide advice on investing in, purchasing, selling or otherwise dealing in Securities or investment products including financial planning under the terms and conditions of this Agreement.
- 3.2 ASL shall provide investment advice on new investment opportunities & restructuring of existing portfolio of Client on a non-exclusive basis for agreed fee, entirely at the Client's risk.
- 3.3 The Investment Adviser's authority over the Client's investments shall only extend to services as described above. The actual investment decisions shall be undertaken by the Client.
- 3.4 The Client has the sole discretion to decide on whether to act upon the advice tendered by the Investment Adviser and the Investment Adviser shall have no power, authority, responsibility or obligation to ensure or cause the client to act upon the advice rendered by Investment Adviser pursuant to this agreement.
- 3.5 The Investment Adviser provides implementation services to the advisory clients in securities market.  
Provided that the Investment Adviser shall ensure that no consideration, including any commission or referral fees, whether embedded or indirect or otherwise, by whatever name called is received, directly or indirectly, as the case may be for these services. Also, Investment Adviser shall not charge any implementation fees from the client.
- 3.5.1 Investment Adviser shall provide implementation services to its advisory clients only through direct schemes/products wherever available, in the securities market.
- 3.5.2 The client shall not be under any obligation to avail implementation services offered by the Investment Adviser.

## 4. Functions of the Investment Adviser:

Functions, obligations, duties and responsibilities of the Investment Adviser (including principal officer and all persons associated with the investment advice) will inter-alia cover the below,

- 4.1 The Investment Adviser (including principal officer and all persons associated with the investment advice) shall exercise due care and diligence and act in accordance with standard and prevalent practice in rendering the Services under this Agreement. However, it is understood that investments are made by the client at his/her sole discretion and there can be no assurance with regard to returns or even preservation of capital.
- 4.2 The Investment Adviser (including principal officer and all persons associated with the investment advice) agrees to handle all information provided by the Client with utmost care and confidentiality in accordance with applicable regulations.
- 4.3 ASL shall not divulge any confidential information of the client, which has come to its knowledge, without taking prior permission of its client, except where such disclosures are required to be made in compliance with any law or regulations for the time being in force.
- 4.4 The Investment Adviser (including principal officer and all persons associated with the investment advice) shall at all times be in compliance with the Securities and Exchange Board of India (Investment Advisers) Regulations, 2013 and its amendments, rules, circulars and notifications.
- 4.5 The Investment Adviser shall be in Compliance with the eligibility criteria as specified under the Investment Adviser Regulations at all times.
- 4.6 The Investment Adviser (through its principal officer or persons associated with the investment advice) shall conduct Risk assessment procedure of client including client's risk capacity and risk aversion.
- 4.7 Reports and Information :The Investment Adviser shall provide reports to the client on potential and current investments either directly by email or by giving access to these reports on its website.  
Portfolio statements provided by ASL are merely for reporting performance of the Assets under advice. They do not purport to be statement of holdings since the actual mutual fund holdings are maintained by respective Asset management companies with their registrars. Mutual fund Holdings reported by

the said registrars represent the actual holding of clients. Similarly actual equities/securities holdings are maintained by respective companies with the registrars/Depositories. Holdings reported by the said registrars/Depositories represent actual holding of clients.

- 4.8 Maintenance of records: The Investment Adviser undertakes to maintain and preserve for 5 years, till resolution of dispute if any or as mandated by SEBI, in physical or electronic (digitally signed if requiring signature) format client-wise KYC, risk assessment, analysis reports of investment advice and suitability, agreement with clients incorporating the terms and conditions, related books of accounts and a register containing list of clients along with dated investment advice and its details and rationale in compliance with the Securities and Exchange Board of India (Investment Advisers) Regulations, 2013. The Investment Adviser shall maintain records of interactions with the client including prospective client, where any conversation related to advice has taken place in the SEBI prescribed form

Such records shall begin with first interaction with the client and shall continue till the completion of advisory services to the client.

- 4.9 Audit:  
The investment adviser shall maintain on record an annual certificate from its statutory auditor confirming compliance with the client level segregation requirements. Such annual certificate shall be obtained within 6 months of the end of the financial year and form part of compliance audit described below. The investment adviser shall comply with the provisions regarding audit as per the Securities and Exchange Board of India (Investment Advisers) Regulations, 2013. The investment adviser shall ensure that annual audit is conducted in respect of compliance of SEBI Regulations. The audit to be completed within 6 months from the end of each financial year.  
The adverse findings of the audit, if any, along with action taken thereof duly approved by the management of the Investment Adviser, shall be reported to respective SEBI office (based on the registered address of IA) within a period of one month from the date of the audit report but not later than October 31st of each year for the previous financial year starting with the financial year ending March 31, 2021.

## 5 REPRESENTATION, WARRANTIES AND DECLARATIONS OF THE CLIENT

The client hereby represents, warrants, declares and undertakes to the Investment Adviser as under:

- 5.1 The Client has full legal capacity and authorizations to execute this Agreement and it shall form a legal, valid and binding obligation on the Client, enforceable against the Client in accordance with its terms.
- 5.2 The execution, delivery and performance by the Client of this Agreement and the acts and transactions contemplated hereby do not and will not, with or without the giving of notice of lapse of time or both, violate, conflict with, require any consent under or result in a breach of or default under: a) Any law to which it is subject to; or b) Any order, judgment or decree applicable to it; or c) Any term, condition, covenant, undertaking, agreement or other instrument to which it is a party or by which it is bound.
- 5.3 The Client has read the Agreement and is aware of all the risks associated with the nature of the Services and the transactions contemplated under the Agreement, whether set out in the Agreement or not, and shall not hold the Investment Adviser and/or any person appointed by it, responsible for the same.
- 5.4 The Investment Adviser shall have the full liberty and absolute discretion to make necessary changes in the Agreement and/or do any act, deed, matter or thing necessary to comply with any law for the time being in force and the Investment Adviser shall not be held liable for the same.
- 5.5 The Client expressly agrees and undertakes not to hold ASL liable, financially or otherwise, in respect of the aforesaid under any circumstances whatsoever. Investment Adviser shall not be liable for any loss or damage except for gross and willful negligence on part of the Investment Adviser while rendering Advisory Services.
- 5.6 All disclosures required to be made to the client under Regulation 18 of the SEBI (Investment Advisers) Regulation have been posted by the Investment Adviser on the dedicated Advisory website / web page of ASL. The client confirms having read these disclosures and that the decision to avail the Advisory services of ASL has been taken after due consideration of these disclosures.
- 5.7 All signatories to this agreement listed out as "Client" jointly agree that all advice will be rendered by ASL to first / sole / primary signatory as their representative
- 5.8 Client shall provide a declaration with regard to investments under distribution services of any Axis Group company / entity, in the format provided by the Investment Adviser, and client undertakes to provide true and correct information and undertakes to update the Investment Adviser if there is any change in the information provided. The client is fully aware that the Investment Adviser and its Group can either provide Advisory or distribution services to the client. Hence, by signing this agreement the client has opted for advisory services. The client expressly permits ASL to share such personal / confidential information about the client with its other divisions and Group as may be required to comply with the said regulatory requirement by restricting future investments through the distribution mode. ASL and its Group will solely rely on declaration provided by the client and will not be liable for any independent verification of the same. Also, the client undertakes not to apply any distribution code of Axis Group companies in investments made after executing this Agreement.

## 6 LIMITATION OF LIABILITY OF ASL:

- 6.1 ASL shall not be under any liability on account of anything done or omitted to be done by it in good faith or anything suffered by the Client in pursuance of any advice given by ASL or action done by ASL under instructions from the client, under the service.
- 6.2 The Client shall not question any investment advice given/actions of the Investment Adviser and shall keep the Investment Adviser indemnified against any claims that Investment Adviser may suffer by virtue of it acting as the Client's Adviser. The Investment Adviser shall not incur any liability by reason of any loss, which a client may suffer by reason of any depletion in the value of the assets under advice, which may result by reason of fluctuation in asset value, or by reason of non-performance or underperformance of the securities/funds or any other market conditions.
- 6.3 This Agreement shall be applicable only to financial advice contained in the financial analysis, investment recommendation individually prepared for the Client and shall not relate to any advice given by any person or persons not specifically designated by the Investment Adviser in writing to perform such services.
- 6.4 The Investment Adviser is not responsible for the actions, omissions or insolvency of any agent, broker or independent contractor that is chosen by the client to perform any action for the Client's account.
- 6.5 Investment Adviser shall not be held responsible for acts done in good faith.

## 7 DISCLOSURE OF CONFLICT OF INTEREST :

- 7.1 The Client also understands that the Investment Adviser may give advice or take action in performing their duties to other clients, or for their own accounts that differs from advice given to or acts taken for the Client. The Investment Adviser is not obligated to buy, sell or recommend for Client any security or other Investment that the Investment Adviser may buy, sell or recommend for any other Client or for its own / Group accounts. This Agreement does not limit or restrict in any way Investment Adviser from buying, selling or trading in any security or other investments for their own accounts, subject to compliance with the Regulations.
  - 7.2 ASL as an investment Adviser may rely on the expertise of third party analysis and software. Also, different products/ offerings of ASL have different objectives, themes and goals and differing investment terms /periods. Hence, the client agrees that there is a possibility of differing views /recommendations on the same stock/ security under different Products / offerings subscribed / availed by the client with ASL. This can be driven by different strategies like interim profit booking, Portfolio rebalancing and other such reasons under different Products / offerings.
  - 7.3 ASL and its Group companies also provide distribution and execution / implementation services. The Investment Adviser shall maintain an arm's length relationship between its activities as investment adviser and its other activities by providing advisory services through a separately identifiable department or division.
  - 7.4 The Investment Adviser hereby declares that it will disclose all conflicts of interest as and when they arise and not derive any direct or indirect benefit out of the client's securities/investment products.
8. Investment objective and guidelines:
- (a) Types of securities in which investment advice would be provided: The investment advice shall be provided for investment/disinvestment in equity shares, debt instruments, mutual funds and other securities as defined in this agreement

The investment adviser undertakes to recommend direct implementation of advice i.e. through direct schemes/direct codes, and other client specifications / restrictions on investments, if any.

- (b) Particulars regarding financial plan or model or strategy as agreed with the client (based on the risk profiling conducted for the client, total AUA of the client and time period for deployment):

A strategy / Portfolio agreed with client based on client's risk profile and investment objectives will be recorded in the investment Policy statement or the risk assessment document / account opening form as the case maybe.

- (c) Tax related aspects pertaining to investment advice and as applicable on the investment adviser's fee.  
The client after taking his/her tax consultant advise may claim the amount of investment adviser's fee as an expense while calculating returns from his investments.

## 9. Risk Factors:

Standard risks associated with each type of investment in securities and investment products.

- 9.1. The Client expressly acknowledges and agrees that all investments are subject to third party risks, market risks etc., and in no circumstance shall the Investment Adviser be liable for any losses suffered by the Client as a result of any investment made pursuant to this Agreement.
- 9.2. The Client is aware of the investment risks and risk factors set out hereunder. The Investment Adviser does not provide any warranty (express or implied) as to the appreciation of the Securities advised. The Investment Adviser shall not be liable in case of depreciation in the value of the Securities advised to the client or any indirect or consequential losses.
- 9.3. Every Investment Adviser has a particular style of analysing and providing advice. The investment advice is provided on some basic assumptions which may or may not be right due to both internal circumstances relating to the company and external circumstances like monsoon, political developments, international events (terrorism/war/epidemics, etc.).
- 9.4. Although ASL will aim to achieve the investment objective by providing investment advice, it does not guarantee or otherwise provide assurance that the investment objective will be achieved. All investments involve a degree of risk. The value of investments and the income from them may go down. Past performance is no indicator of future performance and therefore the client may get back less than the amount the client Invested.
- 9.5. Securities' markets can show large fluctuations in price, even in short periods of time. The Client should be aware of this and only invest in Securities if his /her investment term is long enough to support these price movements.
- 9.6. Liquidity risk: This risk pertains to the ease at which the portfolio can be liquidated. Investments in shares having good transacted volumes on Exchanges, high market capitalization, etc. addresses this risk.
- 9.7. Concentration Risk: This pertains to the risk arising out of improper diversification. Concentration of the portfolio into specific sectors only indicates high risk. Any event affecting the specific sector will have a tremendous impact on the concentrated portfolio.
- 9.8. It is important to note that the capital value of, and income from, any investment may go down as well as up and the client may not get back the full amount invested
- 9.9. The investments are subject to normal market fluctuations and there can be no assurance that an investment will return its value or that appreciation will occur.
- 9.10. Liquidity constraints where MF subscriptions and redemptions are not available daily, or where lockups apply, mean that investors are subject to market risk during interim pricing periods and may not be able to access funds on short notice.
- 9.11. Portfolios with a single sector focus will typically be more volatile than portfolios which invest broadly across markets.
- 9.12. Smaller Company Risk - Small companies may be less liquid than larger companies and therefore price movements in securities of smaller companies may be more volatile and involve greater risk.

## 10. Code of Conduct

The investment adviser undertakes to abide by the Code of Conduct as specified in the Third Schedule of the Securities and Exchange Board of India (Invest-



- ment Advisers) Regulations, 2013.
11. Validity of advisory services: Minimum period if any, and provision for renewal, if any, along with terms and conditions for such renewal.  
Minimum period : 1 year (365 days)  
Yearly Renewal – This agreement will initially be valid for 1 year and will be auto renewed unless amended or terminated by either party as per the provisions of this agreement. The Investment advisory fees will be charged for amount under advice on renewal.
  12. Amendments – The agreement may be amended by mutual written consent of the parties or if so warranted by any regulatory changes.
  13. Termination – This Agreement may be terminated under the following circumstances, namely- (a) Voluntary / mandatory termination by the Investment Adviser. (b) Voluntary / mandatory termination by the client. (c) Suspension/Cancellation of registration of Investment Adviser by SEBI. (d) Any other action taken by other regulatory body/ Government authority. In case of a voluntary termination of the agreement, the client would be required to give a 30 days prior written notice while the Investment Adviser would be required to give a 30 days prior written notice. In case of suspension of the certificate of registration of the IA, the client may be provided with the option to terminate the agreement.  
The term of this Agreement shall begin on the date of execution hereof and shall continue unless and until the same is terminated in accordance with the terms of this Clause.
  - 13.1 It is agreed that either party to this Agreement can solely or with mutual consent terminate this Agreement without having to assign any reasons, by providing the other party, a thirty (30) days' prior written notice of the same.
  - 13.2 Without prejudice to any other remedy available at law or equity, in the event of default by either of the Parties, the non-defaulting Party shall have the right to terminate this Agreement forthwith in the event of the defaulting Party failing to perform or rectify such breach of its obligations under this Agreement within a period of thirty days from the date of notice to rectify such default.
  - 13.3 In the event that the laws or regulation of India at any time be or become such that this Agreement cannot be continued, enforced or performed according to its terms, this agreement may be terminated subject to a reasonable notice period.
  - 13.4 This agreement may also be terminated forthwith
    - (i) In the event that any Statutory or Government license or permission or registration is withdrawn, cancelled or nullified causing the terms of the Agreement to be inoperative or unenforceable.
    - (ii) In the event, the account of the Client is attached by the order of any Statutory or Governmental Authority.
    - (iii) Upon dissolution, bankruptcy, insolvency or liquidation of the Investment Adviser or the client.
  - 13.5 Subject to prior written intimation to the Client, ASL may assign its rights or obligations under this agreement to any other company, person, firm or institution acceptable and approved by SEBI by executing an instrument in writing whereby assignee shall assume the obligations of Investment Adviser hereunder and agree to be bound by the provisions hereof, or to become the successor to the Investment Adviser 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 Investment Adviser.
  - 13.6 Notwithstanding anything contained herein, the Investment Adviser reserves the right to terminate this Agreement with immediate effect in case the Client does not pay the fees as required to be paid by it within due date or on violation of the terms of this Agreement.
  - 13.7 If the Client ceases to exist consequent to dissolution, Merger / Amalgamation of the Client with another Legal entity, as the case may be, shall result in the termination of the Agreement. However, the new Legal entity with which the client has merged, may enter into a new agreement with the Investment Adviser on the same or new terms. If the client is an HUF on the death of the Karta the new Karta of the HUF may enter into a new agreement with the Investment Adviser on the same or new terms  
It is further agreed that in the event of termination of this Agreement, the Client shall be liable to pay the fees due till the date of termination of this Agreement on a pro-rata basis.
  14. Implications of Amendments and termination: In case of Amendment, Termination and assignment of the agreement, if the Investment Adviser is unable to provide advisory services to the client then the Investment Adviser shall refund pro-rata fees received by the Investment Adviser for the remaining period, In the event of pre-mature termination of the advisory services in terms of agreement, the client shall be refunded the fees for unexpired period. However, RIA may retain a maximum breakage fee of not greater than one quarter fee. The above will also be applicable in case of cessation of the service pursuant to Amendment and assignment of the agreement. In case of termination of the agreement/cessation of service before end of the agreement period, proportionate fees received by the Investment Adviser for the remaining quarters, will be refunded,
  15. Completion/termination of investment-in-progress: Since RIA provides only advice, the client has the option to invest or not based on advice and hence in case of termination of agreement it shall not effect any investment-in-progress. All investments for which client has already given instructions to implement shall be executed.
  16. Transition support obligations of the Investment Adviser  
RIA endeavors to provide all support to the client during Transition. The client can write for any queries/support required to investment.advisory@ax-isdirect.in
  17. Relationship with related parties: The Investment Adviser declares that it is carrying on its activities independently, at an arms-length basis with its related parties. Some of the related parties / group companies-of the Investment Adviser may be involved in distribution / execution/ advisory of securities and financial products.
  18. Investment Adviser engaged in other activities:  
The Investment Adviser represents that it shall not provide any distribution services, for securities and investment products, either directly or through its group to an advisory client. That it shall not provide investment advisory services, for securities and investment products, either directly or through their group to the distribution client;  
Provided this may not apply to certain Products / services that are not under the purview of Advisory services.  
ASL also provides execution services through a Separately Identifiable Department (SID) the services of which if availed by the Client will be at the sole discretion and express authorization of the client. It is expressly agreed between the parties that it is not mandatory for the customer to opt for the Execution services from ASL. Customers can just take the advice of the Investment Adviser and execute the same with any other intermediary of their choice.

19. Representation to client: The investment adviser to ensure that it will take all consents and permissions from the client prior to undertaking any actions in relation to the securities or investment product advised by the investment adviser.
20. No right to seek Power of Attorney: The Investment Adviser declares that it shall not seek power of attorney or authorizations from the client for implementation of investment advice.
21. Maintenance of accounts and confidentiality: Investment Adviser shall be responsible for maintenance of client accounts and data as mandated under the Securities and Exchange Board of India (Investment Advisers) Regulations, 2013.
22. Representations and covenants of ASL
  - 22.1 The Investment adviser shall ensure that its principal officer, persons associated with the investment advice, shall have necessary qualifications, experience and NISM or equivalent certification and will meet Fit and Proper criteria in terms of the SEBI (Investment Adviser Regulations) 2013
  - 22.2 The Investment Adviser which is a company, is validly and legally existing, and is duly incorporated, under the laws of India.
  - 22.3 It has the relevant authorizations, approvals, registrations as are required to enter into and perform the Services and its other obligations under this Agreement and will at all times maintain any authorizations, approvals, registrations to perform the Services and covenant to maintain them throughout the validity of advisory service.
  - 22.4 The investment Adviser shall abide by all the applicable circulars/notifications/guidelines issued by the applicable regulatory body in India from time to time in respect of this Agreement;
23. Settlement of disputes and provision for arbitration:
 

The Investment Adviser shall ensure proper and timely handling of complaints from the Client and take appropriate action immediately in accordance with this Agreement.

Dispute resolution mechanism including arbitration shall be as specified under the Securities and Exchange Board of India (Investment Advisers) Regulations, 2013.
24. Adherence to grievance redressal timelines: Investment Adviser shall be responsible to resolve the grievances within the timelines specified under SEBI circulars.
 

If the client has any complaint with respect to the investment advisory services provided by ASL, he/she shall refer the same in writing to ASL by sending an email to [investment.advisory@axisdirect.in](mailto:investment.advisory@axisdirect.in). On receipt of the complaint, ASL shall use best efforts to resolve the complaint within 30 days. The client in case not satisfied with the resolution can escalate his complaint to the compliance officer of ASL by writing to [compliance.officer@axisdirect.in](mailto:compliance.officer@axisdirect.in). In case ASL still is not able to resolve client's complaint to his satisfaction, the client shall have a choice to raise the complaint to the SEBI complaint redressal system through the URL <http://scores.gov.in>.

In case of any dispute or difference between the Parties hereto, the Parties shall endeavor to resolve the dispute or difference by mutual dialogue within 30 days of the arising of the dispute or difference. If no resolution is reached within 30 days, then the dispute or difference between the Parties shall within 60 days of the non-resolution of the dispute or difference be referred to arbitration in accordance with the Arbitration and Conciliation Act, 1996. The parties shall endeavor to appoint a mutually agreeable arbitrator. In case of non agreement, each Party shall appoint one arbitrator and the two appointed arbitrators shall appoint a third arbitrator who shall act as the presiding arbitrator. The venue for conduct of the arbitration proceedings shall be Mumbai, India and the arbitration shall be in English language. The decision of arbitrator shall be final and binding.

This Agreement shall be governed by the laws of India and the courts at Mumbai shall have exclusive jurisdiction.

Investment Advisory services are not considered as Exchange-traded products and for any dispute with respect to these services the client would not have access to investor redressal forum or Arbitration mechanism of the Exchange
25. Severability If any provision of this Agreement shall be held or made invalid by a court decision, statute, rule or otherwise, the remainder of this Agreement shall not be affected thereby
26. Force Majeure. The Investment Adviser shall not be liable for delays or errors occurring by reason of circumstances beyond its control, including but not limited to acts of civil or military authority, national emergencies, work stoppages, fire, flood, catastrophe, acts of God, insurrection, war, riot, or failure of communication or power supply. In the event of equipment breakdowns beyond its control, the Adviser shall take reasonable steps to minimize service interruptions but shall have no liability with respect thereto
27. Miscellaneous. Each party agrees to perform such further actions and execute such further agreements as are necessary to effectuate the purposes hereof
28. OTHER TERMS & CONDITIONS
  - 28.1 ASL shall provide the investment advice to the client depending on the Risk Profile of the Client. However, the final decision of acting on such advice on the investment will be entirely of the Client.
  - 28.2 The risk profile of the client shall be arrived at by obtaining the questionnaire and the Investment Policy statement which will assist in determining the risk capacity of the client.
  - 28.3 ASL cannot confirm or endorse any particular decision made by the client because ASL is not privy to all the other information that effective financial decision making requires.
  - 28.4 The client shall have the option to review, modify or update its risk profile or if there is a change in client's circumstances.
  - 28.5 While providing investment advice that is suitable to client, ASL shall base its advice on the information that the client had provided to it during the account opening process or that the client subsequently provides as part of the on-going service. For the purposes of ensuring that the investment advice is suitable to the client, the information ASL holds must be up to date and accurate. The client must therefore notify ASL if there are any changes to the information the client had provided to ASL. Any failure to notify ASL of a change may lead to the provision of unsuitable advice.
  - 28.6 ASL shall have no obligation to verify the information provided by the client during the onboarding process/risk profiling exercise or to ask the client for updates on his personal circumstances, except periodically as required under the regulations.
  - 28.7 ASL does not confirm or represent that investment advice provided after assessment of risk profile reflects client's current state of financial capabilities or will predict client's future state of financial capabilities.
29. Terms of fees and billing:
 

Subscription fees (Advisory fees) for Amounts under advise will be charged as per Annexure subject to maximum limits specified under the SEBI

(investment Adviser) regulations 2013 ; GST @18% will be applicable on Subscription fees. The fee is subject to change from time to time with prior intimation to the client. The fees as agreed between the Parties is as described in the Annexure to this Agreement.

Maximum fees that can be charged under the AUA mode is 2.5 % and under the fixed mode is Rs. 1,25,000. Fee can be charged in either of the modes and any change of mode shall be effected only after 12 months of on boarding/last change of mode.

Fees can be charged for 2 quarters in advance.

Mode of payment of fees: Direct debit to the client bank account or through cheque/fund transfer favouring the Investment Adviser

The payment of fees shall be through a mode which shows traceability of funds. Such modes may include account payee crossed cheque/ Demand Drafts or by way of direct credit to the bank accounts through NEFT/ RTGS/ IMPS/ UPI or any other mode specified by SEBI from time to time. However, the fees shall not be accepted in cash.

ASL covenant that it shall receive all considerations by way of fee, remuneration or compensation or in any other form from the client only and not from any person other than the client being advised, in respect of the underlying securities or investment products for which the advice is to be provided.

In case of termination of the agreement, proportionate fees received by the Investment Adviser for the remaining quarters, will be refunded. IA may retain a maximum breakage fee of not greater than one quarter fee

30. E-MAIL AND FAX INDEMNITY E-mail Id of the Client as registered with KRA and/or provided in application form or subsequently to ASL shall be used for sending reports to the Client. In case there is any change in the e-mail Id, the Client shall intimate/notify the same in writing to ASL. The client understands that communication sent via Facsimile machines, Internet, email, 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 agrees to exempt ASL from any and/or all responsibility of any misuse of communication, and holds ASL harmless for any cost or loss that it may incur due to any error, delay or problem in transmission or otherwise caused by Facsimile machines, Internet, e-mail, Diskettes, or any method over public lines as a means of transmission, not attributable to any act or omission

**IN WITNESS THEREOF the Parties hereto have set their hands to this document on the date, month, year and place written herein:**

Name of Primary Authorised Signatory / Karta

Name of ASL Authorised signatory

Signature

Authorised ASL Person

Other Authosied Sisgnatories

Name of ASL Witness

1

Witness of ASL

Signature

Place

2

Signature

Name of Witness

Witness Signature

## Variable fee options

- Advisory fees for amounts under advise will be annually \_\_\_\_\_ % of total AUA as fees; GST @18% will be applicable on advisory fees. The fee is subject to change from time to time with prior intimation to the client.
- Advisory fees for amounts under advise will be annually \_\_\_\_\_% of Equity AUA and \_\_\_\_\_% of Debt AUA (including arbitrage category); GST @18% will be applicable on advisory fees. The fee is subject to change from time to time with prior intimation to the client.
- Slab wise variable fee pricing of \_\_\_\_\_ % on entire AUA; GST @18% will be applicable on advisory fees. The fee is subject to change from time to time with prior intimation to the client.

Illustration:

| AUA (INR Crores) | % Fee |
|------------------|-------|
| 25-50            | 0.4   |
| 51-75            | 0.3   |
| 76-100           | 0.2   |
| 101+             | 0.1   |

- Slab-wise Variable Fee Pricing of \_\_\_\_\_ % on Debt Funds (including Arbitrage category) and \_\_\_\_\_ % on Equity Funds; GST @18% will be applicable on advisory fees. The fee is subject to change from time to time with prior intimation to the client.

Illustration:

| AUA (INR Crores) | Debt Fee % | Equity Fee % |
|------------------|------------|--------------|
| 25-50            | 0.25       | 0.45         |
| 51-75            | 0.2        | 0.35         |
| 76-100           | 0.15       | 0.25         |
| 101+             | 0.1        | 0.15         |

- Any other condition

- (i) Mode of payment of fees: Direct debit to the client bank account or through cheque/fund transfer favouring the Investment adviser  
Details of ASL's Bank Account/s to which Funds may be transferred from Client's designated bank account:

Beneficiary Name: Axis Securities Limited

Bank Name: Axis Bank Ltd.

Bank Account Number (Current Account) : 910020019888990

IFSC Code: UTIB0000004

Branch: Fort, Mumbai





Any other Account(s) of ASL substituted for or in addition to the above as may be notified on the ASL Advisory website and/or by way of electronic mail.

- (ii) whether payment to be made in advance;  
Payment of fees for a maximum of 2 quarters can be in advance;
- (iii) type of documents evidencing receipt of payment of fee;  
Copy of bank statement evidencing payment and transaction id for fund transfer
- (iv) Periodicity of billing with clear date and service period.  
Yearly Renewal - The Investment advisory fees will be billed for amount under advise on yearly renewal date. Service period will be yearly. However the fees will be debited to the client's account on quarterly basis.

Notes: Fees should be strictly paid by account payee crossed cheques / demand draft or by way of direct credit into Investment Adviser's bank account through NEFT/ RTGS/IMPS/UPI. However, the fees will not be accepted in cash.

AUA (Assets under Advice) will be identified as total investments done in the RIA (Advisory) code.

Clients availing implementation services from ASL can make payment for their transactions using the same mode as above.

|                                                                                                                          |                                                                                                                |                                                                                                                |                                                                                                                  |
|--------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------|
|  Primary Authorised signatory / Karta |  Other Authorised signatory |  Other Authorised signatory |  Other Authorised signatory |
|--------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------|

- I authorize ASL to bill the advisory fee (as applicable) for all the clients in the family to my account and I will be liable to pay their advisory fee. The details of the family members are mentioned below:

| S. No. | Applicant & Dependent Family Members Name | Self / Relationship | PAN | Email ID | Signature |
|--------|-------------------------------------------|---------------------|-----|----------|-----------|
| 1      |                                           |                     |     |          |           |
| 2      |                                           |                     |     |          |           |
| 3      |                                           |                     |     |          |           |

Fee Schedule: As mentioned in the Agreement

- I authorize ASL to bill the advisory fee (as applicable) to the head of the family for my account. The detail of the account to be billed for the advisory fee is mentioned below:

| S. No. | Head of the Family Member Name | Relationship | PAN | Email ID | Signature |
|--------|--------------------------------|--------------|-----|----------|-----------|
| 1      |                                |              |     |          |           |

Fee Schedule: As mentioned in the Agreement



The execution of this document by the client is voluntary. However execution of this document by the client is suggested in order to facilitate seamless and hassle free settlement of client's payment obligations.

## POWER OF ATTORNEY

This Power of Attorney ("Power of Attorney") is given on the day of \_\_\_\_\_ 20 \_\_, by the person(s) specified in the Schedule [B] hereinafter referred to as " Authorised signatory(ies) of the Bank account"

WHEREAS

- A. The Client(s) (the person(s) set out in Schedule [A] is/are desirous of availing execution services from Axis Securities Limited (ASL), a company, incorporated under the provisions of the Companies Act, 1956, being a SEBI registered Investment Adviser, Portfolio Manager, and a Member of BSE Limited, National Stock Exchange of India Ltd., MCX Limited & NCDEX Limited, and an AMFI registered Mutual Fund distributor, having its registered office at Axis House, 8th Floor, Wadia International Centre, Pandurang Budhkar Marg, Worli, Mumbai - 400 025 (hereinafter called "ASL") for performing payment obligations on behalf of clients in Mutual fund schemes and other investment products.
- B. The Client holds bank account/s with the bank (the "Bank"), and bearing bank account number/s as mentioned in the Schedule [B] (hereinafter referred to as the "Bank Account");
- C. To facilitate settlement of the Client's transactions in schemes of Mutual Funds and other investment products as well as fees and charges for services provided, the Bank Account Holder(s) are granting this power of attorney in favour of ASL for the purpose of handling settlement obligations arising out of client's transactions.

### DEFINITIONS

- a) "AMC" means Asset Management Company of a Mutual Fund as defined under the SEBI (Mutual Funds) Regulations 1996
- b) "Scheme" means a scheme of a mutual fund as defined under the SEBI (Mutual Funds) Regulations 1996
- c) "Transaction" in a Mutual Fund scheme shall include purchase, redemption, switch, dividend pay-out, dividend reinvestment, systematic investment plan (SIP), systematic withdrawal plan (SWP), systematic transfer plan (STP) and bonus transactions
- d) "Client or Investor" means the legal entity listed in Schedule [A] which is investing in Mutual Fund schemes under the same Folio with each AMC where First / sole / Primary signatory in such Folios with different AMCs being same as the First / sole / Primary signatory in the Bank account listed out in Schedule B
- e) "Other Investment Products" besides Mutual Funds include Portfolio Management Services, Alternate assets and other products of similar nature.

### I. POWER OF ATTORNEY

I/We, the Client and the Authorised signatory (ies) of the Client in the Bank account do hereby authorize/nominate/appoint ASL for the purpose hereof acting through any of its officers or employees or any sub-agents or delegates, to be my/our true and lawful agent and attorney for me/us and on my/our behalf (the "Attorney") and in my / our name from time to time to do and exercise or cause to be done and exercised all or any of the following acts, powers and authorities:

1. To operate and debit the Bank Account(s) in my/our name for facilitating settlement of my/our transactions in Mutual fund schemes and other investment products through ASL, to meet all settlement related obligations due from me/us to ASL/AMC/BSE STAR MF, NSE Mutual fund platform etc. and to sign necessary slips/forms/documents etc., which are required for performing the powers hereby conferred;
2. Transfer funds from the Bank account towards monies,/fees,/charges etc. payable by virtue of, I/we using/subscribing to any of the mutual fund schemes and other investment products/ facilities/services availed by me/us, at my/our instance.
3. To make application to the AMC and other Product Providers directly or through a Stock Exchange platform for Purchase, Additional Purchase, Transfer - in, Redemption, Switch, SIP, SWP or STP or any other transaction types permitted by AMCs in a Mutual Fund Scheme based on my / our instructions or consent
4. To seek such information with regard to Client's holdings or transactions from AMC's or other product providers or their Registrars as may be required ;
5. To comply and / or cause to be complied with all statutory and other requirements;

I/we hereby agree to ratify and confirm the acts of the said attorney done lawfully or cause to be done by virtue of these presents. And it is agreed and declared that the Attorney shall not be liable for any bonafide action taken by the Attorney in good faith and in accordance with industry practice.

The Bank accordingly is authorized to follow the instructions of my/our said Attorney with respect to the powers set forth with respect to my/our Bank Account.

I / we hereby agree that the First / sole / Primary signatory in Schedule B is authorized to give consent / instructions on behalf of the Client to the Attorney and any acts done by the Attorney on the basis of such instruction / consent will ipso facto be considered as having been endorsed by all signatories to this document.

This Power of Attorney shall continue in full force and effect until the Attorney shall receive intimation of revocation or in the event of the termination thereof or due to death of a Primary signatory or dissolution / merger of the entity as the case may be , until the Attorney shall have received actual intimation thereof. The Attorney shall not act on any instructions received subsequent to the intimation of such revocation. However, such revocation shall not be applicable for any outstanding settlement obligation or dues arising out of the transactions carried out on the client's instructions / consent prior to receiving request for revocation of this Power of Attorney.

I / we specifically agree that any matter or issue arising hereunder shall be governed by and construed exclusively in accordance with the Indian laws, and the courts in Mumbai shall have exclusive jurisdiction.

ASL as my/our constituted Attorney may seek from my / our Bank information regarding my / our funds balances for the transactions effected/to be effected by me / us or on behalf of me / us through ASL, and it may also provide transaction information to Bank, from time to time, in order to complete settlement of transactions.

Details of ASL's Bank Accounts/s to which Funds may be transferred from Client's Bank account to fulfil settlement of transactions

Bank Name: Axis Bank Limited  
Bank Account Number: 910020019944317

Any other Account(s) of ASL substituted for or in addition to the above as may be notified on the ASL Advisory website and/or by way of electronic mail.


**SCHEDULE A-CLIENT / INVESTOR DETAILS**


1. Client Name \_\_\_\_\_  
Address \_\_\_\_\_


**SCHEDULE B  
BANK ACCOUNT DETAILS OF CLIENT**


Bank account Holder name (same as Client) \_\_\_\_\_  
Bank & Branch \_\_\_\_\_  
Account No. \_\_\_\_\_

IN WITNESS WHEREOF I/We have hereunto set and subscribed our respective hands on the day and date as first mentioned in the beginning of this document.

Primary Authorised signatory in Bank account  
Name \_\_\_\_\_ 

Other Authorised signatory in Bank account  
Name \_\_\_\_\_ 

Other Authorised signatory in Bank account  
Name \_\_\_\_\_ 

Other Authorised signatories for making investments  
(Other than Authorised Signatory mentioned above for Bank Account)  
Name \_\_\_\_\_ 

Name \_\_\_\_\_ 

Name of Witness \_\_\_\_\_ 

Address: \_\_\_\_\_

Place: \_\_\_\_\_ 

Accepted for Axis Securities Limited

## NACH/ECS/AUTO DEBIT MANDATE INSTRUCTION

 UMRN 

 Date:      

Sponsor Bank Code \_\_\_\_\_ Utility Code \_\_\_\_\_

 CREATE     MODIFY     CANCEL

I/We hereby authorize \_\_\_\_\_

 SB     CA     CC     SB-NRE     SB-NRO     Other

 Bank a/c number 

with Bank \_\_\_\_\_

 IFSC  or MICR 

an amount of Rupees \_\_\_\_\_ Rs. \_\_\_\_\_

 FREQUENCY     Mthly     Qtly     H-Yrly     Yrly     As & when presented

 Reference 1 (Mandate Reference No.) \_\_\_\_\_ Phone No. 

Reference 2 (Unique Client Code-UCC) \_\_\_\_\_ Email ID \_\_\_\_\_

I agree for the debit of mandate processing charges by the bank whom I am authorizing to debit my account as per latest schedule of charges of the bank.

### PERIOD

 From Date:       To Date:        Or Until Cancelled

This is to confirm that the declaration has been carefully read, understood & made by me/us. I am authorizing the user entity/ Corporate to debit my account, based on the instructions as agreed and signed by me.

I have understood that I am authorised to cancel/amend this mandate by appropriately communicating the cancellation / amendment request to the User entity / Corporate or the bank where I have authorized the debit.

 Primary Authorized Signatory

 Other Authorized Signature

 Other Authorized Signature

### Instructions to fill NACH Form and Terms and Conditions :

Following fields need to be filled mandatorily:-

1. Date: In format DD/MM/YYYY
2. Bank A/C Type: Tick the relevant box
3. Bank A/C Number: Fill Bank Account Number
4. Bank Name: Fill Name of Bank
5. IFSC/MICR code: Fill respective code
6. Mandate Amount: Mention amount of mandate in word and figure
7. Frequency of mandate - Tick the relevant box
8. Debit Type has been preselected as 'Maximum value' for your convenience
9. Reference 1: Mention Business Partner Number
10. Reference 2: -----
11. Telephone Number (Optional)
12. Email ID : (Optional)
13. Period: Fill From and to period / From Date and tick until cancelled
14. Signature as per bank account

15. Account Holder Name: Mention Account Holder Name as per Bank Record
16. In case of Joint account, all a/c holder's have to sign the form.
17. Bank verification is not required

### The following applications will be considered as incomplete and are liable to be Rejected:

1. In case multiple frequencies are selected or not Tick.
2. In case multiple Debit types are selected or not Tick.
3. In case both From and to period and until cancelled has been opted or not mention.
4. In case Account Holder Name not mention on mandate.
5. In case Business Partner Number not mention on mandate.
6. In case details not filled in proper place.
7. In case there is cutting / overwriting on form.

## RISK PROFILER

Select the option the best matches your investment objective (as relevant to the Funds / Assets being considered for investment in this Advisory Product / service)

|                                                                                                                        |                          |       |
|------------------------------------------------------------------------------------------------------------------------|--------------------------|-------|
| <p>▶ What is the key purpose / objective of your entity's investment portfolio?</p>                                    | Tick (✓)                 | Score |
| • Capital Protection                                                                                                   | <input type="checkbox"/> | 2     |
| • Primarily capital, protection accompanied by some growth                                                             | <input type="checkbox"/> | 4     |
| • Balance between capital protection and portfolio growth                                                              | <input type="checkbox"/> | 6     |
| • Portfolio growth by taking some risk that may result in fluctuating returns                                          | <input type="checkbox"/> | 8     |
| • Maximise portfolio growth by taking considerable risk                                                                | <input type="checkbox"/> | 10    |
| <p>▶ What level of fluctuation would the entity' generally accept in its Portfolio?</p>                                | Tick (✓)                 | Score |
| • Below 10 %                                                                                                           | <input type="checkbox"/> | 2     |
| • Between 10% to 20 %                                                                                                  | <input type="checkbox"/> | 4     |
| • Between 20% to 30 %                                                                                                  | <input type="checkbox"/> | 6     |
| • More than 30%                                                                                                        | <input type="checkbox"/> | 8     |
| • Investment is for the long term, hence will not be concerned short term fluctuations in the value                    | <input type="checkbox"/> | 10    |
| <p>▶ What is the risk / return scenario anticipated by the Entity?</p>                                                 | Tick (✓)                 | Score |
| • Return of 8% and risk of loss of 2%                                                                                  | <input type="checkbox"/> | 2     |
| • Return of 12% and risk of loss of 5%                                                                                 | <input type="checkbox"/> | 4     |
| • Return of 15% and risk of loss of 10%                                                                                | <input type="checkbox"/> | 6     |
| • Return of 25% and risk of loss of 20%                                                                                | <input type="checkbox"/> | 8     |
| • Return of greater than 25% and risk of loss of more than 20%                                                         | <input type="checkbox"/> | 10    |
| <p>▶ What is the investment horizon of your entity? (i.e. how long does you entity want to invest)</p>                 | Tick (✓)                 | Score |
| • Less than 1 year                                                                                                     | <input type="checkbox"/> | 2     |
| • Between 1 - 3 years                                                                                                  | <input type="checkbox"/> | 4     |
| • Between 3 - 5 years                                                                                                  | <input type="checkbox"/> | 6     |
| • Between 5 - 10 years                                                                                                 | <input type="checkbox"/> | 8     |
| • > 10 years                                                                                                           | <input type="checkbox"/> | 10    |
| <p>▶ When it comes to investment in Financial Products how do you consider your entity's experience and knowledge?</p> | Tick (✓)                 | Score |
| • Ignorant                                                                                                             | <input type="checkbox"/> | 2     |
| • Beginner                                                                                                             | <input type="checkbox"/> | 4     |
| • Competent                                                                                                            | <input type="checkbox"/> | 6     |
| • Proficient                                                                                                           | <input type="checkbox"/> | 8     |
| • Expert                                                                                                               | <input type="checkbox"/> | 10    |
| <p>▶ What is the nature / type of incorporation / business of your entity?</p>                                         | Tick (✓)                 | Score |
| • Club Society, Association, Registered Trust, NGO and/ or Employee Provident Fund or Gratuity Fund etc.               | <input type="checkbox"/> | 2     |
| • HUF                                                                                                                  | <input type="checkbox"/> | 4     |
| • Family / Unregistered Trust                                                                                          | <input type="checkbox"/> | 6     |
| • Partnership / LLP                                                                                                    | <input type="checkbox"/> | 8     |
| • Body Corporate                                                                                                       | <input type="checkbox"/> | 10    |



▶ What is the net worth of your Entity?

|                            |                          |    |
|----------------------------|--------------------------|----|
| • Less than 1 cr.          | <input type="checkbox"/> | 4  |
| • Between 1 cr. to 10 cr.  | <input type="checkbox"/> | 6  |
| • Between 10 cr. to 50 cr. | <input type="checkbox"/> | 8  |
| • Between 50 cr. – 100 cr. | <input type="checkbox"/> | 10 |
| • Above 100 cr.            |                          |    |

▶ What is your average annual Revenue / income/ profits?

|                                |                          |    |
|--------------------------------|--------------------------|----|
| • Less than 25 lacs            | <input type="checkbox"/> | 2  |
| • Between 25 lacs to 50 lacs   | <input type="checkbox"/> | 4  |
| • Between 50 lacs to 1 cr lacs | <input type="checkbox"/> | 6  |
| • Between 1 cr. to 10 cr.      | <input type="checkbox"/> | 8  |
| • Above 10 cr.                 | <input type="checkbox"/> | 10 |

▶ When was your entity incorporated?

|                              |                          |    |
|------------------------------|--------------------------|----|
| • Less than 3 years ago      | <input type="checkbox"/> | 2  |
| • Between 3 to 5 years ago   | <input type="checkbox"/> | 4  |
| • Between 5 to 10 years ago  | <input type="checkbox"/> | 6  |
| • Between 10 to 20 years ago | <input type="checkbox"/> | 8  |
| • More than 20 years ago     | <input type="checkbox"/> | 10 |

### RISK PROFILE AND MEANING

| Score Range | Risk Profile | Meaning                                                                                                                                                                                                        | Recommended Portfolio                             |
|-------------|--------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------|
| Up to 21    | Risk Averse  | Preservation of capital is the most important objective. You are not willing to take any risk and are comfortable with returns that are commensurate with bank deposits or other highly rated debt instruments | None                                              |
| 22 – 35     | Conservative | You are prepared to take a small amount of short term risk for potential returns that are higher than bank deposits over the medium to long term                                                               | Capital Protection Portfolio                      |
| 36– 50      | Balanced     | You are looking for moderate capital growth over the long term but are cautious towards taking high levels of risk. However, you are comfortable with short term fluctuations in returns                       | Growth Portfolio and Capital Protection Portfolio |
| 51 – 65     | Growth       | You are willing to take significant risk in pursuit of higher long term capital growth, willing to accept high market volatility and fluctuations in returns                                                   | Growth Portfolio and Contra Portfolio             |
| 66 or more  | Aggressive   | You are willing to accept high risk for the potential of substantially higher long term capital growth. You may experience wide fluctuations in returns from year to year                                      | Growth Portfolio and Contra Portfolio             |

Your risk score is \_\_\_\_\_. Based on your score, your risk profile is determined to be \_\_\_\_\_.

I/ We agree with the risk profile arrived above

 Primary authorised Signatory

Declaration from client if the client does not agree with the above risk profile and insists on investing in a Portfolio strategy not suitable to the client's risk profile.

I/ We understand that the investment in Securities is subject to market risk / volatility and the Portfolio strategy selected by me / us is not suitable for my/our risk profile as derived above. However, I fully understand the risks associated with such investments and I / we am/are willing to take such risk without being under any influence from the Investment Adviser. I / We will be solely responsible for this decision, and will not hold my / our Investment Adviser, Axis Securities liable for any losses incurred by me/ us on following its advice as per the selected Portfolio strategy or on account of market volatility. I therefore want to override my current risk rating to make it \_\_\_\_\_\*.

 Primary authorised Signatory

\*Note : Upgrade only to the next risk level is permitted.

## INVESTMENT POLICY STATEMENT

The purpose of this Investment Policy Statement (IPS) is to establish guidelines for the investable assets of  
The IPS endeavors to cover objectives and times horizons that should govern the management of the investment portfolio, and also outlines the plan of action required to achieve the desired end result.

### 1. CLIENT INFORMATION

Client Name

Burgundy Private Partner

| Details                                                                              | Category | Category Details |
|--------------------------------------------------------------------------------------|----------|------------------|
| Risk Profile                                                                         |          |                  |
| Time Horizon                                                                         |          |                  |
| Investible Corpus                                                                    |          |                  |
| Target Return Expectation                                                            |          |                  |
| Investment Objectives<br>1. Capital Protection<br>2. Balanced<br>3. Portfolio Growth |          |                  |

Source: Risk Profile duly filled by client on \_\_\_\_\_

Value of total investments / assets (also including assets that are not part of AUA) \_\_\_\_\_ (in Rs. lakhs). Asset class -wise details :

Equity \_\_\_\_\_ (in Rs. Lakhs) Fixed income \_\_\_\_\_ (in Rs. Lakhs) Others \_\_\_\_\_ (in Rs. Lakhs)

Value of total borrowings / liabilities \_\_\_\_\_ (in Rs. Lakhs)

### 2. KEY RESPONSIBILITIES & ROLES

Axis Securities Ltd/IA Name acts as a fiduciary in its capacity as adviser to \_\_\_\_\_ and acknowledges that all advice and Decisions rendered must reflect first and foremost the best interests of its clients. Axis Securities/IA also affirms its compliance as a firm with the SEBI (Investment Advisers) Regulations 2013 (last amended on December,2016).

### 3. ASSET ALLOCATION

Strategic Asset Allocation - The strategic asset allocation would be as detailed below

| Asset Class             | Percentage |
|-------------------------|------------|
| Fixed Income            |            |
| Equity                  |            |
| Alternative Investments |            |

**Tactical Asset Allocation:** Based on the overweight/underweight house view on markets, we may recommend increasing/decreasing equity or debt allocation tactically from the strategic allocation in the range of +/- 20%.

### 4. BENCHMARKING

| Asset Class       | Index Details                     |
|-------------------|-----------------------------------|
| Liquid            | CRISIL Liquid Index               |
| Fixed Income      | CRISIL Blended or Composite Index |
| Equity            | Nifty 50 TRI                      |
| Alternate Funds   | Blended Index as per strategy     |
| Real Estate       | As per strategy                   |
| Overall Portfolio | Blended or Weighted Index         |

## 5. CASH FLOW REQUIREMENTS

Client has stated that currently Rs. \_\_\_\_\_ is needed on a \_\_\_\_\_ (monthly/quarterly/semiannually or yearly) basis.

## 6. PORTFOLIO LIQUIDITY

At least \_\_\_\_\_ % of the portfolio investments should be made into assets which can be liquidated within 7 working days (although there may be tax and/or exit load implications due to redemptions from these investments). No more than \_\_\_\_\_ % of the portfolio can be invested into good quality Equity & Debt instruments/portfolios with a stipulated lock-in period. This limit will be evaluated at the time of investment into a particular product. Tax Free Bonds and Fixed Deposits will not be considered close-ended as these can be liquidated in the secondary market / or be prematurely withdrawn.

## 7. GUIDELINE FOR ALLOCATION STRATEGY WISE

### Equity

| Sub Asset Class           | Investment Vehicle | Percentage |
|---------------------------|--------------------|------------|
| Passive Return Strategies | ETFs/Index Funds   |            |
| Active Strategies         | MFs                |            |
| Managed Strategies        | PMS/AIF            |            |
| Others                    | Direct Equity      |            |

### Debt

| Sub Asset Class     | Investment Vehicle                                                                                                                                                   | Percentage |
|---------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|
| Accrual Strategies  | FMPs, Tax-Free Bonds, Low Duration Short-Term Funds, Roll-Down Maturity Funds, Market Linked Debentures, Corporate Bonds, Credit Risk and Medium Duration Bond Funds |            |
| Duration Strategies | Income Funds, GILT Funds, Dynamic Bond Funds                                                                                                                         |            |
| Cash                | Arbitrage, overnight, Liquid, Ultra short term Funds, Money Market Funds                                                                                             |            |
| Others              | REIT/ Invit                                                                                                                                                          |            |

## 8. RISK MEASURES

### Equity

| Parameter              | Guideline                                                                                                  |
|------------------------|------------------------------------------------------------------------------------------------------------|
| Single Stock Exposure  | To be maintained below 10%                                                                                 |
| Single Fund House      | To be maintained below 20%                                                                                 |
| Single Scheme Limit    | To be maintained below 5% of scheme AUM and no. of schemes to be maintained below 10                       |
| Single Scheme Exposure | To be maintained below 20%                                                                                 |
| Market Cap Exposure    | Large Cap:<br>Mid Cap:<br>Small Cap:                                                                       |
| Offshore Funds         | To be maintained below ___%                                                                                |
| Unlisted securities    | To be maintained at 20% of equity AUM                                                                      |
| Corpus                 | Schemes in MF to be minimum of Rs. 200 crs<br>Schemes in Managed Strategies to be a minimum of Rs. 100 crs |

1. Market cap will be as defined by SEBI ( Top 100 – Large Cap, 101-250 are Mid Cap and 251+ are small cap )
2. No pre-defined cap on sectors. Top 15 sectors will be monitored and tracked
3. NFOs to be an exception from the AUM requirement

## Debt

| Parameter              | Guideline                                                                                                  |
|------------------------|------------------------------------------------------------------------------------------------------------|
| Credit Rating          | SOV/AAA -<br>AA+/AA/AA-<br>A+ & Below -                                                                    |
| Single Fund House      | To be maintained below 20%                                                                                 |
| Single Scheme Limit    | To be maintained below 5% of scheme AUM and no.of schemes to be maintained below 10                        |
| Single Scheme Exposure | To be maintained below 20%                                                                                 |
| Modified Duration      | Not Exceed ___ years                                                                                       |
| No. of fund manager    | To be maintained below 10 FM names                                                                         |
| Corpus                 | Schemes in MF to be minimum of Rs. 200 crs<br>Schemes in Managed Strategies to be a minimum of Rs. 100 crs |

### 1. Short Term Rating will be as per the mapping to long term rating

- While calculating modified duration tax-free bonds, FMPs, Fixed Deposits, MLDs and other assets which are held to maturity are excluded
- Corpus restriction for liquid will be maintained at a minimum of Rs. 1000 crs

### Other Risk Guidelines for all assets

- Absolute AIF to be maintained below 20% of total allocation
- Structured Real Estate to be maintained below 5%
- For managed portfolio minimum stocks per strategy to be 10

## 9. REVIEW FREQUENCY AND DEVIATION SIGN OFFS

Frequency: Axis Securities/IA is responsible for monitoring the investing requirements as well as monitoring investment issues, and is responsible for suggesting changes to the IPS as necessary. Review of the IPS will happen every quarter.

Deviation Approval: Any deviation to the pre set limits will need a prior sign off from the client before execution

## 10. REPORTING

Portfolio Review Document: To be shared monthly with the client. The document will contain the below details –

- Portfolio holding summary
- Asset class wise performance
- Transaction history for the month
- Gain and Loss statement

Outlook Report: Will be shared on a quarterly basis with the client. This will contain Axis view on markets and overall strategy for the coming quarters

For \_\_\_\_\_ (client name)

 Primary Authorized Signatory

Date:

This IPS is valid until revised document is submitted by client



**DETAILS OF SHARE HOLDING PATTERN**

Name of the Company :

As on :

| Sr. No. | First Name of Shareholders | Middle Name of Shareholders | Last Name of Shareholders | No. of Shares | % of Shareholding | Whether Director                                         |
|---------|----------------------------|-----------------------------|---------------------------|---------------|-------------------|----------------------------------------------------------|
| 1       |                            |                             |                           |               |                   | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 2       |                            |                             |                           |               |                   | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 3       |                            |                             |                           |               |                   | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 4       |                            |                             |                           |               |                   | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 5       |                            |                             |                           |               |                   | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 6       |                            |                             |                           |               |                   | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 7       |                            |                             |                           |               |                   | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 8       |                            |                             |                           |               |                   | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 9       |                            |                             |                           |               |                   | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 10      |                            |                             |                           |               |                   | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 11      |                            |                             |                           |               |                   | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 12      |                            |                             |                           |               |                   | <input type="checkbox"/> Yes <input type="checkbox"/> No |

Note : 1. In case more persons, kindly attach additional sheet.

2. Copy of updated Shareholding pattern to be submitted every year.

 Sign of Company Secretary

Date:

Seal

 Sign of MD / Wholetime Director

## KNOW YOUR CLIENT (KYC) APPLICATION FORM

### CLIENT INFORMATION DETAILS

Name of the Applicant

PAN (Applicant)  Registration No. (e.g. CIN)

### STATUS (Please tick any one)

Select the type of entity you belong to:

- Public Limited Company     
  Body Corporate     
  Society / Association of persons  
 Private Limited Company     
  HUF     
  Trust  
 Partnership Firm     
  Others (Please Specify)

### REGISTERED OFFICE ADDRESS

Flat/Plot No.

Bldg./Society Name

Area Locality

Land Mark  State

City/Town/Village  Country

Pin Code No.  Landline No. (O)

Fax No. :  E-mail

Proof of Regd. Address Submitted \_\_\_\_\_

### CORRESPONDENCE OFFICE ADDRESS (IF DIFFERENT)

Flat/Plot No.

Bldg./Society Name

Area Locality

Land Mark  State

City/Town/Village  Country

Pin Code No.  Landline No. (O)

Fax No. :  E-mail

Proof of correspondence Address Submitted \_\_\_\_\_









**FOR OFFICE USE**

In-Person Verification of Karta of HUF / Authorised Partners of Partnership Firm / Authorised persons of Association of Persons / Authorised Trustees and Authorised Signatories of Corporates done.

Name

Designation

Employee Code

Date  DD  MM  YYYY

 Signature of the Employee

Seal/Stamp of the Branch

V.1.1 28/06/22

**DECLARATION FORM OF ULTIMATE BENEFICIAL OWNERSHIP [UBO] /  
CONTROLLING PERSONS (MANDATORY FOR NON-INDIVIDUAL INVESTORS)**

**I: Investor details:**

Investor Name

PAN\*

\* If PAN is not available, specify Folio No. (s)

**II: Category**

Our company is a Listed Company on a recognized stock exchange in India / Subsidiary of a or Controlled by a Listed Company  
[If this category is selected, no need to provide UBO details]

Name of the Stock Exchange where it is listed# \_\_\_\_\_

Security ISIN# \_\_\_\_\_

Name of the Listed Company (applicable if the investor is subsidiary/associate): \_\_\_\_\_

#mandatory in case of Listed company or subsidiary of the Listed Company

Unlisted Company     Partnership Firm / LLP     Unincorporated association / body of individuals

Public Charitable Trust     Private Trust     Religious Trust     Trust created by a Will.

Others [please specify] \_\_\_\_\_

UBO / Controlling Person(s) details.

Does your company/entity have any individual person(s) who holds direct / indirect controlling ownership above the prescribed threshold limit?     Yes     No

If 'YES' - We hereby declare that the following individual person holds directly / indirectly controlling ownership in our entity above the prescribed threshold limit. Details of such individual(s) are given below. If 'NO' - declare that no individual person (directly / indirectly) holds controlling ownership in our entity above the prescribed threshold limit. Details of the individual who holds the position of Senior Managing Official (SMO) are provided below.

|                                                                   | UBO-1 / Senior Managing Official (SMO)                                                                                      | UBO-2                                                                                                                       | UBO-3                                                                                                                       |
|-------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------|
| Name of the UBO/SMO#.                                             |                                                                                                                             |                                                                                                                             |                                                                                                                             |
| UBO / SMO PAN#.<br>For Foreign National, TIN to be provided]      |                                                                                                                             |                                                                                                                             |                                                                                                                             |
| % of beneficial interest#.                                        | >10% controlling interest. <input type="checkbox"/>                                                                         | >10% controlling interest. <input type="checkbox"/>                                                                         | >10% controlling interest. <input type="checkbox"/>                                                                         |
|                                                                   | >15% controlling interest. <input type="checkbox"/><br>>25% controlling interest. <input type="checkbox"/><br>NA. (for SMO) | >15% controlling interest. <input type="checkbox"/><br>>25% controlling interest. <input type="checkbox"/><br>NA. (for SMO) | >15% controlling interest. <input type="checkbox"/><br>>25% controlling interest. <input type="checkbox"/><br>NA. (for SMO) |
| UBO / SMO Country of Tax Residency#.                              |                                                                                                                             |                                                                                                                             |                                                                                                                             |
| UBO / SMO Taxpayer Identification Number / Equivalent ID Number#. |                                                                                                                             |                                                                                                                             |                                                                                                                             |

|                                                           |                                                                                                                                                             |                                                                                                                 |                                                                                                                 |
|-----------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------|
| UBO / SMO IdentityType                                    |                                                                                                                                                             |                                                                                                                 |                                                                                                                 |
| UBO / SMO Place & Country of Birth#                       | Place of Birth _____<br>Country of Birth _____                                                                                                              | Place of Birth _____<br>Country of Birth _____                                                                  | Place of Birth _____<br>Country of Birth _____                                                                  |
| UBO / SMO Nationality                                     |                                                                                                                                                             |                                                                                                                 |                                                                                                                 |
| UBO / SMO Date of Birth [dd-mmm-yyyy] #                   |                                                                                                                                                             |                                                                                                                 |                                                                                                                 |
| UBO / SMO PEP#                                            | Yes - PEP. <input type="checkbox"/><br>Yes - Related to PEP. <input type="checkbox"/><br>N - Not a PEP. <input type="checkbox"/>                            |                                                                                                                 |                                                                                                                 |
| UBO / SMO Address [include City, Pincode, State, Country] | Address: _____<br>City: _____<br>Pincode: _____<br>State: _____<br>Country: _____                                                                           | Address: _____<br>City: _____<br>Pincode: _____<br>State: _____<br>Country: _____                               | Address: _____<br>City: _____<br>Pincode: _____<br>State: _____<br>Country: _____                               |
| UBO / SMO Address Type                                    | Residence <input type="checkbox"/><br>Business <input type="checkbox"/><br>Registered Office. <input type="checkbox"/>                                      |                                                                                                                 |                                                                                                                 |
| UBO / SMO Email                                           |                                                                                                                                                             |                                                                                                                 |                                                                                                                 |
| UBO / SMO Mobile                                          |                                                                                                                                                             |                                                                                                                 |                                                                                                                 |
| UBO / SMO Gender                                          | Male <input type="checkbox"/><br>Female <input type="checkbox"/><br>Others <input type="checkbox"/>                                                         |                                                                                                                 |                                                                                                                 |
| UBO / SMO Father's Name                                   |                                                                                                                                                             |                                                                                                                 |                                                                                                                 |
| UBO / SMO Occupation                                      | Public Service <input type="checkbox"/><br>Private Service <input type="checkbox"/><br>Business <input type="checkbox"/><br>Others <input type="checkbox"/> |                                                                                                                 |                                                                                                                 |
| SMO Designation#                                          |                                                                                                                                                             |                                                                                                                 |                                                                                                                 |
| UBO/SMO KYC Complied?                                     | Yes / No.<br>If 'Yes,' please attach the KYC acknowledgement. If 'No,' complete the KYC and confirm the status.                                             | Yes / No.<br>If 'Yes,' please attach the KYC acknowledgement. If 'No,' complete the KYC and confirm the status. | Yes / No.<br>If 'Yes,' please attach the KYC acknowledgement. If 'No,' complete the KYC and confirm the status. |

Confidential to recipient

# Mandatory column. Note: If the given columns are not sufficient, required information in the given format can be enclosed as additional sheet(s) duly signed by Authorized Signatory. \* Participating Mutual Fund(s) / RTA may call for additional information/documentation wherever required or if the given information is not clear / incomplete / correct and you may provide the same as and when solicited.


## DECLARATION

I/We acknowledge and confirm that the information provided above is true and correct to the best of my/our knowledge and belief. In case any of the above specified information is found to be false, untrue, misleading, or misrepresenting, I/We am/are aware that I/We may be liable for it including any penalty levied by the statutory/legal/regulatory authority. I/We hereby confirm the above beneficial interest after perusing all applicable shareholding pattern and MF/RTA/other registered intermediaries can make reliance on the same. I/We hereby authorize you [RTA/Fund/AMC/Other participating entities] to disclose, share, rely, remit in any form, mode or manner, all / any of the information provided by me, including all changes, updates to such information as and when provided by me to any of the Mutual Fund, its Sponsor, Asset Management Company, trustees, their employees / RTAs ('the Authorized Parties') or any Indian or foreign governmental or statutory or judicial authorities / agencies including but not limited to the Financial Intelligence Unit-India (FIU-IND), the tax / revenue authorities in India or outside India wherever it is legally required and other investigation agencies without any obligation of advising me/us of the same. Further, I/We authorize to share the given information to other SEBI Registered Intermediaries /or any regulated intermediaries registered with SEBI / RBI / IRDA / PFRDA to facilitate single submission / update & for other relevant purposes. I/We also undertake to keep you informed in writing about any changes / modification to the above information in future within 30 days of such changes and undertake to provide any other additional information as may be required at your / Fund's end or by domestic or overseas regulators/ tax authorities.

Signature with relevant seal:

Name: \_\_\_\_\_ Name: \_\_\_\_\_ Name: \_\_\_\_\_  
Designation: \_\_\_\_\_ Designation: \_\_\_\_\_ Designation: \_\_\_\_\_

 Authorized Signatory

 Authorized Signatory

 Authorized Signatory

Date:

Place: \_\_\_\_\_

## INSTRUCTIONS ON CONTROLLING PERSONS / ULTIMATE BENEFICIAL OWNER

As per PMLA guidelines and relevant SEBI circulars issued from time to time, non-individuals and trusts are required to provide details of controlling persons [CP] / ultimate beneficiary owner [UBO] and submit appropriate proof of identity of such CPs/ UBOs. The beneficial owner has been defined in the circular as the natural person or persons, who ultimately own, control or influence a client and/or persons on whose behalf a transaction is being conducted and includes a person who exercises ultimate effective control over a legal person or arrangement.

### A. For Investors other than individuals or trusts:

- i The identity of the natural person, who, whether acting alone or together, or through one or more juridical person, exercises control through ownership or who ultimately has a controlling ownership interest. Controlling ownership interest means ownership of/entitlement to:
  - more than 10% of shares or capital or profits of the juridical person, where the juridical person is a company.
  - more than 15% of the capital or profits of the juridical person, where the juridical person is a partnership.
  - more than 15% of the property or capital or profits of the juridical person, where the juridical person is an unincorporated association or body of individuals.
- ii In cases where there exists doubt under clause (i) above as to whether the person with the controlling ownership interest is the beneficial owner or where no natural person exerts control through ownership interests, the identity of the natural person exercising control over the juridical person through other means like through voting rights, agreement, arrangements or in any other manner.
- iii Where no natural person is identified under clauses (i) or (ii) above, the identity of the relevant natural person who holds the position of senior managing official.

### B. For Investors which is a trust:

The identity of the settler of the trust, the trustee, the protector, the beneficiaries with 10% or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

### C. Exemption in case of listed companies / foreign investors

The client or the owner of the controlling interest is a company listed on a stock exchange or is a majority-owned subsidiary of such a company, there is no need for identification and verification of the identity of any shareholder or beneficial owner of such companies and hence exempted from UBO declaration provided other requisite information is provided. Intermediaries dealing with foreign investors' viz., Foreign Institutional Investors, Sub Accounts and Qualified Foreign Investors, may be guided by the clarifications issued vide SEBI circular CIR/MIRSD/11/2012 dated September 5, 2012 and other circulars issued from time to time, for the purpose of identification of beneficial ownership of the client.

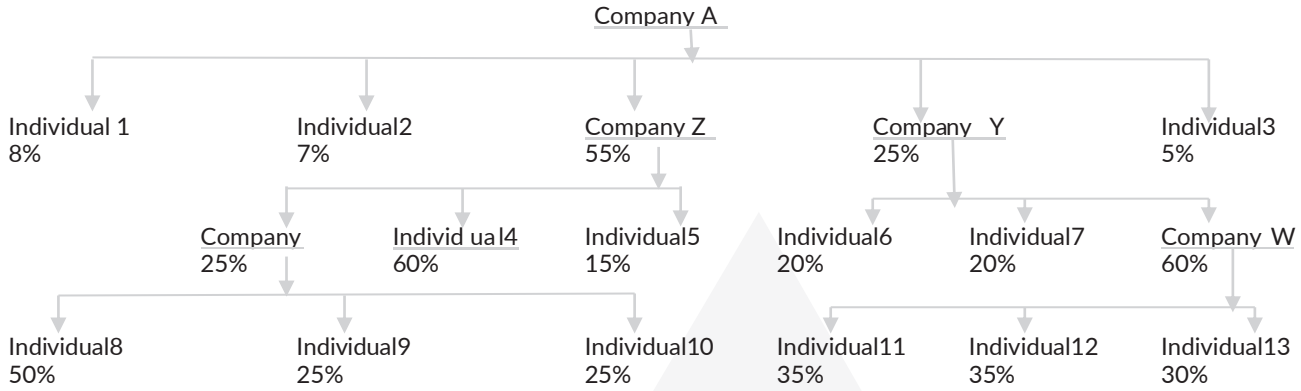
### D. KYC requirements

Beneficial Owner(s) / Senior Managing Official (SMO) is/are required to comply with the prescribed KYC process as stipulated by SEBI from time to time with any one of the KRA & submit the same to AMC. KYC acknowledgement proof is to be submitted for all the UBO(s) / SMO(s).



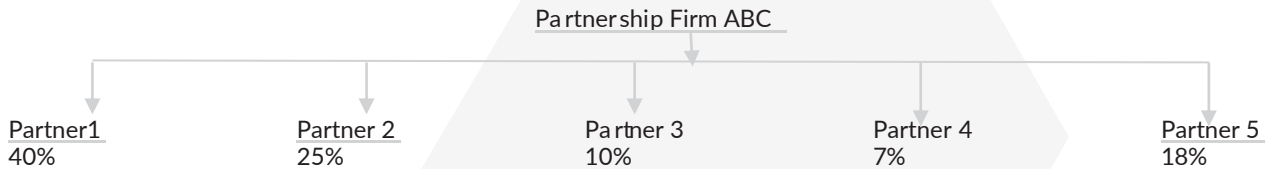
**SAMPLE ILLUSTRATIONS FOR ASCERTAINING BENEFICIAL OWNERSHIP:**

**Illustration No. 1 - Company A**



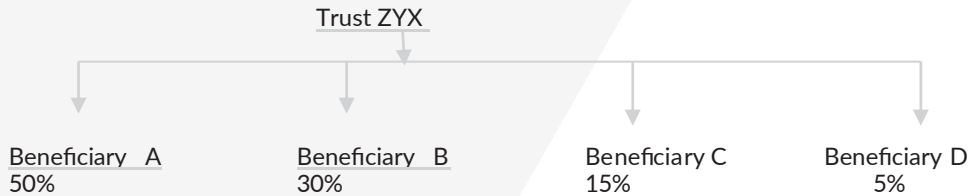
For Applicant A, Individual 4 is considered as UBO as it holds effective ownership of 33% in Company A. Hence details of Individual 4 must be provided with KYC proof, Shareholding pattern of Company A, Z & Y to be provided along with details of persons of Company Y who are senior managing officials and those exercising control.

**Illustration No. 2 - Partner ABC**



For Partnership Firm ABC, Partners 1, 2 and 5 are considered as UBO as each of them holds >=15% of capital. KYC proof of these partners needs to be submitted including shareholding.

**Illustration No. 3 - Trustee ZYX**



For Trust ZYX, Beneficiaries A, B and C are considered as UBO as they are entitled to get benefitted for >=10% of funds used. KYC proof for these beneficiaries needs to be submitted. Additionally, if they have nominated any person or group of persons as Settlor of Trust / Protector of Trust, relevant information to be provided along with the proof indicated.

**DECLARATION FORM OF NON-PROFIT ORGANIZATION (NPO)**

Investor Name

PAN\*

I/We hereby confirm that above stated entity / organization is falling under “Non-profit organization” [NPO] which has been constituted for religious or charitable purposes referred to in clause (15) of section 2 of the Income-tax Act, 1961 (43 of 1961), and is registered as a trust or a society under the Societies Registration Act, 1860 (21 of 1860) or any similar State legislation or a Company registered under the section 8 of the Companies Act, 2013 (18 of 2013).

Enclosed relevant documentary proof evidencing the above definition

We further confirm that we have registered with DARPAN Portal of NITI Aayog as NPO and registration details are as follows:

Registration Number of DARPAN portal \_\_\_\_\_


I/We hereby confirm that the above stated entity / organization is NOT falling under Non-profit organization as defined above or in PMLA Act/Rules thereof.

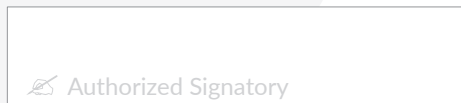
I/We acknowledge and confirm that the information provided above is true and correct to the best of my/our knowledge and belief. In case any of the above specified information is found to be false or untrue or misleading or misrepresenting, I/We am/are aware that I/We may be liable for it for any fines or consequences as required under the respective statutory requirements and authorize you to deduct such fines/charges under intimation to me/us or collect such fines/charges in any other manner as might be applicable. I/We hereby authorize you [RTA/Fund/AMC/Other participating entities] to disclose, share, rely, remit in any form, mode or manner, all / any of the information provided by me, including all changes, updates to such information as and when provided by me to any of the Mutual Fund, its Sponsor, Asset Management Company, trustees, their employees / RTAs ('the Authorized Parties') or any Indian or foreign governmental or statutory or judicial authorities / agencies including to the Financial Intelligence Unit-India (FIU-IND), the tax / revenue authorities in India or outside India wherever it is legally required and other investigation agencies without any obligation of advising me/us of the same. Further, I/We authorize to share the given information to other SEBI Registered Intermediaries or any other statutory authorities to facilitate single submission / update & for regulatory purposes. I/We also undertake to keep you informed in writing about any changes / modification to the above information in future within 30 days of such changes and undertake to provide any other additional information as may be required at your / Fund's end or by domestic or overseas regulators/ tax authorities.

Signature with relevant seal:

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

Designation: \_\_\_\_\_ Designation: \_\_\_\_\_ Designation: \_\_\_\_\_

 Authorized Signatory

 Authorized Signatory

 Authorized Signatory

Date:

Place: \_\_\_\_\_

