



PORTFOLIO MANAGEMENT SERVICES
APPLICATION FORM

Rest Assured



Checklist

Checklist for Public/Private Trust & Public/Private Ltd Companies.

Sr No	Documents Required	Public/ Private Trust	Public/Private Ltd. companies
1	Resolution		
	Trust Resolution on a letterhead signed by all the partners/trustees with stamp	<input type="checkbox"/>	
	Board Resolution to appoint Portfolio Manager on the company's letterhead (to be signed by company secretary /non-operative director /all directors)		<input type="checkbox"/>
2	Registration Certificate		
	Certified True Copy of Certificate of Incorporation &/or Commencement as Applicable		<input type="checkbox"/>
	Certified True Copy of Registration Certificate of Trust	<input type="checkbox"/>	
3	Certified True Copy of the Trust Deed (Containing a clause that the Trust can invest its funds in securities)	<input type="checkbox"/>	
4	Original Certified True Copy of Memorandum & Articles of Association (Object Clause in the Memorandum of Association should permit the Company to invest in securities)		<input type="checkbox"/>
5	PAN Card Certified True Copy of Company/ Trust/ Authorized Signatories/ Directors/ Trustees	<input type="checkbox"/>	<input type="checkbox"/>
6	Address Proof of the firm/ Trust/ Company/ Authorized Signatories/ Directors/ Trustees (Certified True Copy – any one of the following)		
	Utility Bills (Telephone /Electricity Bill, not older than 2 months)	<input type="checkbox"/>	<input type="checkbox"/>
	Bank Statement (Not older than 2 months)	<input type="checkbox"/>	<input type="checkbox"/>
	Form 18/ Form INC-22 with ROC receipt		<input type="checkbox"/>
7	List of members on the Board of Trustees on the letterhead of the Trust duly certified by the Managing Trustee	<input type="checkbox"/>	
8	List of authorized signatories/ all the directors with their specimen signatures on the letterhead of the Company, duly certified by the Company Secretary/ Managing Director/ Whole-time Director		<input type="checkbox"/>
9	Photographs of the authorized signatories/ whole-time directors/ Trustees	<input type="checkbox"/>	<input type="checkbox"/>
10	Form 32/ Form DIR-12 with ROC receipt in case the Authorized Director's name is not in the MOA		<input type="checkbox"/>
11	Certified Copy of last 2 years Audited Annual Financial Statements	<input type="checkbox"/>	<input type="checkbox"/>
12	Certified Copy of Shareholding Pattern, including persons holding more than 5% Shareholding		<input type="checkbox"/>
13	Bank Proof (any one of the following) Certified True Copy		
	Cancelled Cheque	<input type="checkbox"/>	<input type="checkbox"/>
	Bank Statement (Certified True Copy)	<input type="checkbox"/>	<input type="checkbox"/>
	Letter from Banker	<input type="checkbox"/>	<input type="checkbox"/>

Portfolio Management Services Application Form

NJ ADVISORY SERVICES PVT. LTD. (NJAS)

Block No. 901, 6th Floor, B Tower, Udhna Udyognagar Sangh Commercial Complex, Central Road No.10, Udhna, Surat - 394 210, Gujarat.

CIN U74990GJ2005PTC046959 | SEBI PMS Regn. No. : INP000003518

ACCOUNT OPENING FORM (INDIVIDUAL)

STATUS

Individual Proprietorship Firm NRI

DETAILS OF SOLE/FIRST APPLICANT

Mr. Ms. M/s.
Name
First Name Middle Name Last Name
Father's /
Husband's Name
First Name Middle Name Last Name
Trade Name
(in case of proprietary concern/HUF)
Date of Birth PAN TAN
(if applicable)
Nationality Gender Male Female

Permanent Address

City State
Country Pin/Zip Code
Tel. (R) Mobile Fax
Email

Correspondence Address Same as above:

City State
Country Pin/Zip Code
Tel. (R) Mobile Fax
Email

Occupation Business Professional Self Employed Student Housewife
 Retired Service (Pvt.) Service (Govt.) Farming Others (specify) _____

Brief details of Occupation/Business

Annual income in last 3 years Up to 5 Lakh 5-10 lakh 10-25 lakh 25-50 lakh 50-1 Cr 1-10 Cr >10 Cr
Net Worth in Rs. (* Net worth should not be older than 1 year) _____ as on

Bank Details

Bank Name
Branch
Bank Address
City State Pin/Zip Code
Account No.
MICR Code IFSC Code Account Type Savings Current

Portfolio Management Services Application Form

If the following is additionally applicable

Civil servant Politician Current/Former MP/MLA/MLC/Head of State

DETAILS OF SECOND APPLICANT

Mr. Ms. M/s.

Name

Father's / Husband's Name

Date of Birth PAN TAN
(if applicable)

Nationality Gender Male Female

Permanent Address

City State

Country Pin/Zip Code

Tel. (R) Mobile Fax

Email

Occupation Business Professional Self Employed Student Housewife
 Retired Service (Pvt.) Service (Govt.) Farming Others (specify) _____

Brief details of Occupation/Business

Annual income in last 3 years Up to 5 Lakh 5-10 lakh 10-25 lakh 25-50 lakh 50-1 Cr 1-10 Cr > 10 Cr

Net Worth in Rs. (* Net worth should not be older than 1 year) _____ as on

Bank Details

Bank Name

Branch

Bank Address

City State Pin/Zip Code

Account No.

MICR Code IFSC Code Account Type Savings Current

If the following is additionally applicable

Civil servant Politician Current/Former MP/MLA/MLC/Head of State

DETAILS OF THIRD APPLICANT

Mr. Ms. M/s.

Name

Father's / Husband's Name

Date of Birth PAN TAN
(if applicable)

Nationality Gender Male Female

Portfolio Management Services Application Form

Permanent Address

City																																																		State																																																	
Country																																																												Pin/Zip Code																																							
Tel. (R)																														Mobile																				Fax																																																	
Email																																																																																																			

Occupation Business Professional Self Employed Student Housewife
 Retired Service (Pvt.) Service (Govt.) Farming Others (specify) _____

Brief details of Occupation/Business

Annual income in last 3 years Up to 5 Lakh 5-10 lakh 10-25 lakh 25-50 lakh 50-1 Cr 1-10 Cr >10 Cr
Net Worth in Rs. (* Net worth should not be older than 1 year) _____ as on

D	D	M	M	Y	Y	Y	Y
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Bank Details

Bank Name																																																																																																			
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Account No.																																																																																																			
MICR Code																														IFSC Code																				Account Type <input type="checkbox"/> Savings <input type="checkbox"/> Current																																																	

If the following is additionally applicable Civil servant Politician Current/Former MP/MLA/MLC/Head of State

OTHER DETAILS

Whether registered with other Broker/Portfolio Manager (PM) Yes No
If yes: Name of broker/PM _____
Exchange Name _____
Client Code _____

Investment Experience No prior experience Years in equity Years in derivatives Years in other investment products
Expected time period of investment (Years)
Whether systematic withdrawal required Yes No If yes: Monthly Quarterly Annual
Investment Objective Capital Appreciation Regular income Both
Risk Tolerance Low Medium High

Investment Horizon Long Term Medium Term Short Term

Preferences/Restrictions (Please mention if you have specific preferences and/or restrictions with regard to certain businesses, stocks or sector)

Please give details of any action taken by SEBI/ Stock Exchange/ any other authority for violation of securities laws/ other economic offences.

I/ We hereby submit that I/We will immediately inform NJAS in case I am/We are convicted under any grounds or any action is taken against me/us by any authority.

Portfolio Management Services Application Form

DEPOSITORY ACCOUNT DETAILS (FOR NJAS USE ONLY)

DP Name	N J I n d i a I n v e s t P r i v a t e L i m i t e d
DP Address	B l o c k N o 9 0 1 & 9 0 2 6 t h F l o o r B T o w e r U d h n a U d y o g n a g a r S a n g h C o m m e r c i a l C o m p l e x C e n t r a l R o a d N o 1 0 U d h n a S u r a t - 3 9 4 2 1 0
DP ID	1 2 0 6 4 2 0 0
Client ID	1 2 0 6 4 2 0 0

REFERENCES

Introducer's Name:	
Introducer's Address:	
Contact Number:	
Introducer's Code:	
Introducer's PAN:	
Introducer Signature	x

DECLARATION

"I/We have received the Disclosure Document provided by the Portfolio Manager at least two days prior to entering into Portfolio Management Service Agreement and have read & understood the same.

I/We have disclosed all the details properly and correctly.

I/We undertake to provide all the disclosures as required under SEBI (Insider Trading) Regulations, Prevention of Money Laundering Act 2002 as amended from time to time or any other Act/Regulation.

I/We hereby declare that the amount given/to be given by me/us to the Portfolio Manager for investing on my/our behalf is derived through legitimate sources and is not held or designed for the purpose of contravention of any act, rules, regulations or any statute or legislation including Prevention of Money Laundering Act, 2002 or any other applicable laws or any notifications, directions issued by any governmental or statutory authority from time to time.

I/We hereby request you to treat the proceeds of the Demand Draft/Banker's Cheque or funds transferred as proceeds from my/our behalf. I/We agree to indemnify NJ Advisory Services Private Limited in the event of any claim/loss by NJ Advisory Services Private Limited due to this."

I/We undertake to inform you in writing of any change in the particulars furnished above. I/We further agree that I/We shall be held liable for any false/misleading information given by me/us.

Sole / First Applicant

Passport Size
Photograph

Sign across Photo
(use black
ink only)

Name: _____

x
02/27

Second Applicant

Passport Size
Photograph

Sign across Photo
(use black
ink only)

Name: _____

x

Third Applicant

Passport Size
Photograph

Sign across Photo
(use black
ink only)

Name: _____

x

(Please affix the seal of the client)

Place:

Date:

Risk Factors : Securities investment are subject to market risks and there is no assurance or guarantee that the objectives of the portfolio will be achieved. As with any securities investment, the value of the portfolio can go up or down depending on the factors and forces affecting the capital markets. NJ Advisory Services Private Limited is not responsible or liable for losses resulting from the operations of the portfolios. The value of the portfolios offered in this document may be affected by changes in general market conditions, factors and forces affecting capital markets in particular level of interest rates, various market related factors and trading volumes, settlement period and transfer procedures. The liquidity of the portfolio investments are inherently restricted by trading volumes in the securities in which it invests. Investors in the portfolios are not being offered any guaranteed returns. Derivatives are specialised instrument that require understanding not only of the underlying instrument/security but of the derivative itself. Derivative require maintenance of adequate controls to monitor the transactions entered into and the ability to forecast prices or interest rate movement correctly. There is a possibility that a loss may be sustained by the portfolio as a result of failure of another party(referred to as counterparty) to comply with the terms of the derivatives contract. Other risks in using derivatives include the risk of mispricing or improper valuation of derivatives, lack of liquidity and the inability of derivatives to correlate perfectly with the underlying assets, rates and indices.

Portfolio Management Services Application Form

NJ ADVISORY SERVICES PVT. LTD. (NJAS)

Block No. 901, 6th Floor, B Tower, Udhna Udyognagar Sangh Commercial Complex, Central Road No.10, Udhna, Surat - 394 210, Gujarat.

CIN U74990GJ2005PTC046959 | SEBI PMS Regn. No. : INP000003518

ACCOUNT OPENING FORM (NON-INDIVIDUAL)

STATUS

- Public Limited Company Co-operative Society Trust
 Private Limited Company HUF Other _____

DETAILS

Name

Date of Incorporation Date of Commencement of Business

Registration No.
(with ROC, SEBI or any Govt. Authority)

Registering Authority

Place of Registration

Nature of Business

Type of Industry

PAN TAN

(if applicable)

Annual income in last 3 years Up to 5 Lakh 5-10 Lakh 10-25 Lakh 25-50 Lakh 50-1 Cr 1-10 Cr >10 Cr

Net Worth in Rs. (* Net worth should not be older than 1 year) _____ as on

ADDRESS DETAILS

Registered Office Address

City State

Country Pin/Zip Code

Tel.(1) Tel.(2) Fax

E-mail ID
(mandatory)

Correspondence Address Same as above:

City State

Country Pin/Zip Code

Tel.(1) Tel.(2) Fax

E-mail ID

Portfolio Management Services Application Form

DETAILS OF THE PROMOTERS/TRUSTEES/KARTA

Sr No.	Name	PAN	Sign	Residential Address

DETAILS OF THE WHOLE TIME DIRECTORS

Sr No.	Name	PAN	DIN	Sign	Residential Address

DETAILS OF THE AUTHORISED SIGNATORIES

Sr No.	Name	Designation	Residential Address

BANK DETAILS

Bank Name

Branch

Bank Address

City State Pin/Zip Code

Account No.

MICR Code Account Type Savings Current

Portfolio Management Services Application Form

OTHER DETAILS

Whether registered with other Broker/Portfolio Manager (PM) Yes No

If yes: Name of broker/PM

Exchange Name

Client Code

Investment Experience No prior experience Years in equity Years in derivatives Years in other investment products

Expected time period of investment (Years)

Whether systematic withdrawal required Yes No If yes: Monthly Quarterly Annual

Investment Objective Capital Appreciation Regular income Both

Risk Tolerance Low Medium High

Investment Horizon Long Term Medium Term Short Term

IS THE ENTITY INVOLVED / PROVIDING ANY OF THE FOLLOWING SERVICES

For Foreign Exchange / Money Changer Services Yes No

Gaming / Gambling / Lottery Services (e.g. Casinos, betting syndicates) Yes No

Money Lending / Pawning Yes No

Preferences/Restrictions (Please mention if you have specific preferences and/or restrictions with regard to certain businesses, stocks or sector)

Please give details of any action taken by SEBI/ Stock Exchange/ any other authority for violation of securities laws/ other economic offences

I/ We hereby submit that I/We will immediately inform NJAS in case I am/We are convicted under any grounds or any action is taken against any of our promoters/ whole-time directors/ partners/ authorised persons by any authority.

DEPOSITORY ACCOUNT DETAILS (FOR NJAS USE ONLY)

DP Name

DP Address

DP ID

Client ID

Do you intend to invest in the stock market with Own Funds Borrowed Funds

If Borrowed Funds then please specify sources of funds:

Sources	Amount (Rs.) in Words	Amount in Figures

In case of borrowed fund, certificate/ option report from the banker/ financial institution confirming that there has been no default in the client's account to be attached.

Portfolio Management Services Application Form

STRATEGIES:

TYPE OF PORTFOLIO	INVESTMENT AMOUNT(RS.)
DYNAMIC ASSET ALLOCATION PORTFOLIO	
LARGE CAP PORTFOLIO	
MID CAP PORTFOLIO	
DYNAMIC STOCK ALLOCATION PORTFOLIO (DSAP)	
MULTI CAP PORTFOLIO	

APPLICATION DETAILS:

APPLICATION AMOUNT(RS.)		<input type="checkbox"/> SECURITIES*
BANK & BRANCH NAME		
ACCOUNT NO. & TYPE		
CHEQUE/ DD NO.		
DATE		

*Note:

- List of securities along with details as to scrip name, ISIN and quantity should to annexed separately.
- The Portfolio Manager may sell the above securities at the prevalent market price within 30 days of the activation of the PMS account or transfer the securities to the portfolio of the Client.
- The tax liability or any other tax implications on the sale of securities shall be borne by the transferor of the securities, MOAMCL shall not be liable for any tax calculations or tax implication from the above sale of securities.

Mode of Operation:

- 1st Holder
 All Holders
 Anyone or Survivor

x		04/27
		03/26

x	
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x	
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FOR HO USE ONLY

DP Client ID

DP ID

Bank Name

Bank A/c No.

Checked By

Date

Signature

Application No.

Portfolio Management Services Application Form

COMPANIES/ BODIES CORPORATE IN RESPECT OF WHICH CLIENT HAS ACCESS TO PRICE SENSITIVE INFORMATION

Date:

To,

NJ Advisory Services Pvt. Ltd.

Block No. 901, 6th Floor, B Tower, Udhna Udyognagar Sangh

Commercial Complex, Central Road No.10, Udhna, Surat - 394 210, Gujarat.

Dear Sir,

I/We hereby declare that I/We have access to price sensitive information in respect of the following Companies / Bodies Corporate.

Sr. No.	Name of the Company

I/We hereby, agree to keep you information of any restriction on me/us for dealing in the above mentioned securities or any other securities.

Thanking you,

Yours faithfully,

Sole / First Authorised Signatory

Name _____

Second Authorised Signatory

Name _____

Third Authorised Signatory

Name _____

Portfolio Management Services Agreement

DISCRETIONARY PORTFOLIO MANAGEMENT SERVICES AGREEMENT

This DISCRETIONARY PORTFOLIO MANAGEMENT AGREEMENT (hereinafter referred to as "Agreement") is made at the place and date as mentioned in the schedule to this agreement between:

BY AND BETWEEN

NJ Advisory Services Private Limited, a company incorporated under the Companies Act, 1956, and having its registered office at Block No. 901, 6th Floor, "B" Tower, Udhna Udhyog Nagar Sangh Commercial Complex, Central Road No 10, Udhna, Surat - 394210, Gujarat & Processing Centre at Shop No. 9, Yogi Complex, Amlı, Vapi Silvassa Main Road, Silvassa - 396 230 (hereinafter referred to as the "Portfolio Manager"/"NJAS" which expression shall include, unless repugnant or inconsistent to the meaning or context thereof, be deemed to mean and include its successors and permitted assigns) of the One Part;

Mr./Ms/M/s _____
 _____,
 an individual/NRI/Trust/HUF/Co-operative Society/a sole proprietary concern/a body corporate, registered/incorporated, under the provisions of the Companies Act, 1956, having his/her/its residence/registered office at _____
 _____,
 (hereinafter referred to as the "Client" which expression shall include, unless repugnant to or inconsistent to the meaning or context thereof, his/her/its successors, administrators and executors) of the Other Part;

WHEREAS:

- (a) The Portfolio Manager is duly authorized by the Securities and Exchange Board of India (hereinafter referred to as "SEBI") to provide Portfolio Management Services vide Registration No. INP000003518.
- (b) The Portfolio Manager is engaged in investing funds of its clients in Securities/Mutual Funds Units and providing portfolio management services to its clients on discretionary and/or non-

discretionary basis.

(c) The Client is desirous of appointing the Portfolio Manager for managing the investment of his funds on a discretionary basis to avail the investment advisory and portfolio management services from the Portfolio Manager, for the purpose of investment to be made in Securities.

(d) The Portfolio Manager and the Client hereby record their mutual understanding and their common intention in the manner as hereinafter provided.

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

1. DEFINITIONS AND INTERPRETATIONS

1) Definitions

- (i) "Affiliate" shall include any company, body corporate, individual or other person who or which is an affiliate of or who or which is in any manner associated with or related to the Portfolio Manager or any director, shareholder or employee of the Portfolio Manager or any holding company or subsidiary of the Portfolio Manager or any company under common control as the Portfolio Manager.
- (ii) "Agreement" means this Discretionary Portfolio Management Agreement and shall include all modifications, alterations, additions or deletions thereto made in writing upon mutual consent of the parties hereto.
- (iii) "Application Form" means the application form made and submitted by the Client to the Portfolio manager to place its funds / securities with the Portfolio Manager for discretionary portfolio management services. The application form shall be deemed to form an integral part of this Agreement.
- (iv) "Applicable Law" shall mean the Securities and Exchange Board of India (Portfolio Managers) Regulations, 1993 and all (other) applicable laws, by-laws, rules, regulations, orders, ordinances, protocols, codes, guidelines, policies, notices, directions and judgements or other requirements of the Government of India or any State of the Union of India or any department thereof, any semi-governmental or judicial or quasi judicial Person in India or any Person

05/27
04/26
x

x

NJAS Signatory

x 06/27
05/26

Sole/First Applicant
Authorised Representative

x

Second Applicant
Authorised Representative

x

Third Applicant
Authorised Representative

Portfolio Management Services Agreement

Manager shall not be obliged to send any of the aforesaid information or material to the Client.

14.8 The Client Agrees and gives the right to the Portfolio Manager to disclose the Clients Portfolio information to the distributor or advisor through whom the Client was introduced for the purpose of availing Portfolio Management Services from the Portfolio Manager.

15. LIMITATION ON LIABILITY OF THE PORTFOLIO MANAGER

15.1 The Client agrees and understands that the Services being provided by the Portfolio Manager under this Agreement involves certain risks and considerations generally associated with making investments in Securities and that the value of his portfolio may be affected generally by factors affecting the capital markets and that there is also risk of loss due to lack of adequate external systems for transferring, pricing, accounting and safekeeping of record of securities. Further, the Client also agrees and understands that consequently, the Net Asset Value of his portfolio may fluctuate and the value may increase/decrease.

15.2 The Portfolio Manager does not, directly or indirectly, assure or guarantee any minimum returns or that the Investment Objectives will be achieved. The Portfolio Manager shall not be liable in case of depreciation in the value of Securities in which the Portfolio Manager invests. It is further expressly understood by the Client that no representation or warranties are held out by the Portfolio Manager about the safety or "soundness" of an investment made on behalf of the Client and all actions taken and acts done by the Portfolio Manager are done solely at the Clients account and risk; any actions which the Portfolio Manager takes or does not take as to the investments will be solely at the Clients account and risk and the Portfolio Manager shall not be held responsible in any manner whatsoever for making good any loss sustained or suffered by the Client for any action taken or failure to act unless the Portfolio Manager acts with willful default, fraud, malafide and gross negligence to the Client's interest.

15.3 The Client acknowledges and agrees that the Portfolio Manager (or directors, officers, employees, agents, group entities, consultants or other representatives) shall not be responsible or liable for any direct, indirect, incidental, consequential, special, exemplary, punitive or any other damages (including loss of profits, loss of goodwill, business interruption etc.) for any error of judgment, mistake or for any loss suffered by the Client in connection with the Services or in respect of any matter to which the Agreement relates unless such damage or loss is finally judicially determined to have resulted from mala fide, fraud or gross negligence of the Portfolio Manager. Without prejudice to the generality of the above, the Portfolio Manager shall not be liable for any loss or damage caused to the Client by reason of:

- i. Any delay, error, default and failure by the Client in providing instructions/communication to the Portfolio Manager;
- ii. Any bad deliveries of any of the Securities;
- iii. Any loss or damage or delay caused during the transit of the Securities (whether by reason of an act or omission of the courier service or otherwise);
- iv. Any other risks generally associated with transactions on the stock exchange(s) and markets in general.

15.4 The Portfolio Manager shall not be liable for any loss, which may

arise if it is prevented from discharging its obligations due to the occurrence of an event of force majeure as detailed in this Agreement.

15.5 The Portfolio Manager shall exercise due care and diligence in appointment of Service providers (who shall, upon appointment, be deemed to be the Client's agents) but shall not be responsible or liable in any manner whatsoever, for any negligence, lapse or any act of commission or omission

on the part of the Service providers in carrying out their duties or any instructions issued by the Portfolio Manager and any loss due to above shall be borne by the Client.

16. INDEMNITY

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

- i. In the performance of the Discretionary Portfolio Management Services and any other rights, duties, obligations and functions under this Agreement
- ii. For acting or not acting on the basis of any information or instructions given by the Client

16.2 The Client shall indemnify and keep indemnified, the Portfolio Manager and its directors, officers, employees, or representative, any custodian, investment advisor, agent and any other person specifically authorized by the Portfolio Manager from and against any losses, cost, expenses, damages, actions and proceedings in the event of non compliance and/or by the Client and/or its authorized representatives of the provisions of this clause or any applicable laws

16.3 The Client undertakes to comply with all statutory and other requirements as may be applicable to it from time to time and the Client shall indemnify and keep indemnified, the Portfolio Manager and directors, officers, employees, representatives, any custodian, investment advisor, agent and any other person specifically authorized by the Portfolio Manager from and against any losses, cost, expenses, damages, actions and proceedings in the event of non compliance of statutory and/or other requirements by the Client and/or its authorized representatives.

16.4 The Client undertakes that the Client shall only invest with the Portfolio Manager those Cash and Securities of which the Client is a lawful owner. The Client undertakes that the Client shall not act in a capacity of a Sub broker or Portfolio Manager and all transactions pursuant to this Agreement shall be on own account. The Client shall indemnify and keep indemnified, the Portfolio Manager and directors, officers, employees, representatives, any custodian, investment advisor, agent and any other person specifically authorized by the Portfolio Manager from and against any losses, cost, expenses, damages, actions and proceedings in the event of non compliance of such requirements by the Client

16.5 The Client shall indemnify and keep indemnified the Portfolio

x

NJAS Signatory

x 16/27
15/26

Sole/First Applicant
Authorised Representative

x

Second Applicant
Authorised Representative

x

Third Applicant
Authorised Representative

Portfolio Management Services Agreement

as if such term or provision, to the extent have been held as invalid, illegal or unenforceable, had never been contained herein. Any such invalidity or unenforceability of any provisions of this agreement in any jurisdiction shall not affect the validity, legality or enforceability of this Agreement, including any provision, in any other jurisdiction, it being intended that all rights and obligations of the parties hereunder shall be enforceable to the fullest extent permitted by Applicable Law.

26. GOVERNING LAW, JURISDICTION AND GOVERNMENT REGULATIONS

26.1 This Agreement shall be governed and construed in accordance with the laws of India and shall be subject to the exclusive appropriate jurisdiction of the courts at Surat, Gujarat.

26.2 The Portfolio Manager has formulated this Agreement as per rules, regulations, guidelines and circulars issued by SEBI, and other regulatory authorities. In case of a change in the Applicable Law, the Portfolio Manager shall modify the provisions of this Agreement and to the extent necessary to ensure conformity to the Applicable Law.

27. MISCELLANEOUS:

27.1 Notwithstanding above, the Client is not entitled to subcontract or transfer any of its rights and obligations under this Agreement without prior written consent of the Portfolio Manager. However, the Portfolio Manager may assign all or part of its obligations under this Agreement.

27.2 If any provision of this Agreement is held to be invalid, illegal or unenforceable then such provision shall be enforced to the maximum extent permissible so as to affect the intent of this Agreement, all other

provisions will nevertheless continue in full force and effect.

27.3 The Agreement constitutes the complete agreement between the parties and supersedes all prior or contemporaneous agreements or representations, written or oral, concerning the subject matter of this Agreement

27.4 Any amendment and/or revision of this agreement / T&C may be effected through the online (electronic) / digital signature acceptance by the Client and shall constitute a legally valid, enforceable and binding acceptance by the Client.

27.5 The clause relating to Indemnification and Confidentiality shall survive even after termination of this Agreement.

28. ARBITRATION AND DISPUTE RESOLUTION

28.1 Any dispute, difference or claim arising out of or relating to this agreement, or the breach thereof, if unable to be resolved by the parties, shall be finally settled by arbitration under the Arbitration and Conciliation Act, 1996 or any statutory amendments thereof or any statute enacted for replacement thereof and shall be referred to the sole arbitration of a person to be nominated / appointed by the Portfolio Manager. The Parties agree that until the arbitration proceedings are complete, they shall not take their disputes to a court of law. The arbitration shall in all be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996.

28.2 The place of arbitration shall be Surat, Gujarat. The language to be used in the arbitration proceedings shall be English.

Schedule above referred to

IN WITNESS THEREOF the parties to the Agreement have executed these presents and the date of execution shall be deemed to be the latter of the dates on which this agreement has been executed and the place at which it has been executed.

	Sole/First Applicant/ Authorised Representative	Second Applicant Authorised Representative	Third Applicant Authorised Representative
Client Name			
Signatory Name			
Signature	19/27 18/26		

Place : _____

Date : _____

For NJ Advisory Services Pvt. Ltd.

x

Authorised Signatory: _____

Place : _____

Date : _____

WITNESS (for NJAS)

Signature
of Witness

x

Name: _____

WITNESS (for client)

Signature
of Witness

x

Name: _____

Risks (Schedule B)

(Pursuant to Clause 12)

An indicative list of the risks associated with investing through the services is set out below:

(i) Securities investments are subject to market and other risks and the Portfolio Manager provides no guarantee or assurance that the objectives set out in the Disclosure Document and/or the Portfolio Management Services Agreement shall be accomplished.

(ii) The value of the Portfolio may increase or decrease depending upon various market forces and factors affecting the capital markets such as de-listing of Securities, market closure, relatively small number of scrips accounting for large proportion of trading volume. Consequently, the Portfolio Manager provides no assurance of any guaranteed returns on the Portfolio.

(iii) Past performances of the Portfolio Manager do not guarantee its future performance.

(iv) The Client stands a risk of loss due to lack of adequate external systems for transferring, pricing, accounting and safekeeping or record keeping of Securities. Transfer risk may arise due to the process involved in registering the shares, physical and demat, in the Client's name, while price risk may arise on account of availability of share price from stock exchanges during the day and at the close of the day.

(v) Investment decisions made by the Portfolio Manager may not always be profitable.

(vi) The Portfolio Manager has limited experience or track record.

(vii) Investments made by the Portfolio Manager are subject to risks arising from the investment objective, investment strategy and asset allocation.

(viii) Not meeting the obligation to make Capital Contributions in terms of the Agreement may have implications as set out in the Agreement and may also impact the profitability of the Portfolio.

(ix) The market prices of the Securities in the Portfolio may be volatile and may not truly reflect its fundamental or intrinsic value due to the lack of sufficient liquidity for those Securities.

(x) Equity and Equity Related Risks: Equity instruments carry both company specific and market risks and hence no assurance of returns can be made for these investments. While the Portfolio Manager shall take all reasonable steps to invest the Cash in a prudent manner in such instruments, such decisions may not always prove to be profitable or correct. Consequently, the Client shall assume any loss arising from such decisions made by the Portfolio Manager.

(xi) **Macro-Economic risks:** Overall economic slowdown, unanticipated corporate performance, environmental or political problems, changes to monetary or fiscal policies, changes in government policies and regulations with regard to industry and exports may have direct or indirect impact on the investments, and consequently the growth of the Portfolio.

(xii) **Liquidity Risk:** Liquidity of investments in equity and equity related securities are often restricted by factors such as trading volumes, settlement periods and transfer procedures. If a particular security does not have a market at the time of sale, then the Portfolio may have to bear an impact depending on its exposure to that particular security. While Securities that are listed on a stock exchange generally carry a lower liquidity risk, the ability to sell these investments is limited by overall trading volume on the stock exchange. Money market securities, while fairly liquid, lack a well developed secondary market, which may restrict the selling ability of such securities thereby resulting in a loss to the Portfolio until such securities are finally sold. This risk is higher under the Services since the Portfolio Manager may invest in unlisted securities. Even upon termination of the Agreement, the Client may receive illiquid securities and finding a buyer for such Securities may be difficult. Further, different segments of the Indian financial markets have different settlement periods and such periods may be extended significantly by unforeseen circumstances. Delays or other problems in settlement of transactions could result in temporary periods when the assets are un-invested and no return is earned thereon. The inability of the Portfolio Manager to make intended Securities purchases, due to settlement problems, could cause the Portfolio to miss certain investment opportunities.

(xiii) **Credit Risk:** Debt securities are subject to the risk of the issuer's inability to meet the principal and interest payments on the obligations and may also be subject to the price volatility due to such factors as interest sensitivity, market perception, or the credit worthiness of the issuer and general market risk.

(xiv) **Interest Rate Risk:** This is associated with movements in interest rates, which depend on various factors such as government borrowing, inflation, economic performance etc. The value of investments will appreciate/depreciate if the interest rates fall/rise. Fixed income investments are subject to the risk of interest rate fluctuations, which may accordingly increase or decrease the rate of return thereon. When interest rates decline, the value of a portfolio of fixed income securities can be expected to rise. Conversely, when interest rates rise, the value of a portfolio of fixed income securities can be expected to decline.

(xv) Acts of State, or sovereign action, acts of nature, acts of war, civil disturbance are extraneous factors which can impact the Portfolio.

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Risks (Schedule B)

(xvi) The Client stands the risk of total loss of value of an asset which forms part of the Portfolio or its recovery only through an expensive legal process due to various factors which by way of illustration include default or non performance of a third party, Portfolio Company's refusal to register a Security due to legal stay or otherwise, disputes raised by third parties.

(xvii) **Non-Diversification Risk:** This risk arises when the Portfolio is not sufficiently diversified by investing in a wide variety of instruments. As mentioned above, the Portfolio Manager will attempt to maintain a diversified Portfolio in order to minimize this risk.

(xviii) **Mutual Fund Risk:** This risk arises from investing in units of Mutual funds. Risk factors inherent to equities and debt securities are also applicable to investments in mutual fund units. Further, strategy specific risk factors of each such underlying scheme, including performance of their underlying stocks, derivative instruments, stock lending, off-shore investments etc., will be applicable in the case of investments in mutual fund units. In addition, events like change in fund manager of the scheme, take over, mergers and other changes in status and constitution of mutual funds, foreclosure of schemes or plans, change in government policies could affect performance of the investment in mutual fund units.

(xix) Prospective clients should review / study the Disclosure Document carefully and in its entirety and shall not construe the contents hereof or regard the summaries contained herein as advice relating to legal, taxation, or financial / investment matters and are advised to consult their own professional advisor(s) as to the legal, tax, financial or any other requirements or restrictions relating to the subscription, gifting, acquisition, holding, disposal (sale or conversion into money) of Portfolio and to the treatment of income (if any), capitalisation, capital gains, any distribution, and other tax consequences relevant to their Portfolio, acquisition, holding, capitalisation, disposal (sale, transfer or conversion into money) of Portfolio within their jurisdiction of nationality, residence, incorporation, domicile etc. or under the laws of any jurisdiction to which they or any managed funds to be used to purchase/gift portfolio of securities are subject, and also to determine possible legal, tax, financial or other consequences of subscribing / gifting, purchasing or holding portfolio of securities before making an investment.

(xx) The Portfolio Manager is neither responsible nor liable for any losses resulting from the Services.

(xxi) Clients are not being offered any guaranteed / assured returns.

(xxii) The investments under the Portfolio may have exposure towards equity/equity related instruments of companies belonging to the infrastructure sector and hence shall be affected by risks associated with the infrastructure companies / sector. The performance of the

companies which form the investment universe of the Portfolio would be affected by the growth and performance of the infrastructure sector in the country.

(xxiii) In case of investments in Mutual Fund units, the Client shall bear the recurring expenses of the Portfolio Management Services in addition to the expenses of the underlying mutual fund schemes. Hence, the Client may receive lower pre-tax returns compared to what he may receive had he invested directly in the underlying mutual fund schemes in the same proportions

(xxiv) After accepting the corpus for management, the Portfolio Manager may not get an opportunity to deploy the same or there may be delay in deployment. In such situation the Clients may suffer opportunity loss.

(xxv) Clients will not be permitted to withdraw the funds/Portfolio (unless in accordance with the terms agreed with the Client). In addition, they are not allowed to transfer any of the interests, rights or obligations with regard to the Portfolio except as may be provided in the Agreement and in the Regulations.

(xxvi) In case of early termination of the Agreement, where Client Securities are reverted to the Client, additional rights available while the Securities were held as part of the Portfolio that were negotiated by the Portfolio Manager with an investee company or its shareholders may no longer be available to the Client.

(xxvii) The Client has perused and understood the disclosures made by the Portfolio Manager in the Disclosure Document.

(xxviii) Changes in Applicable Law may impact the performance of the Portfolio.

(xxix) **Volatility risk:** Volatility refers to the dynamic changes in price that securities undergo when trading activity continues on the stock exchange. Generally, higher the volatility of security, greater is its price swings. There may be normally greater volatility in thinly traded securities than in active securities. As a result of volatility, orders may only be partially executed or not executed at all or the price at which the order gets executed may be substantially different from the last traded price or change substantially thereafter, resulting in notional or real losses.

(xxx) **Risk of Wider Spreads:** Spread refers to the difference in best buy price and best sell price. It represents the differential between the price of buying a security and immediately selling it or vice versa. Lower liquidity and higher volatility may result in wider than normal spreads for less liquid or illiquid securities. This in turn will hamper better price formation.

(xxxi) **Risk reducing orders:** most exchanges have a facility for investors to place "limit orders", "stop loss orders" etc. the placing of such orders

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Risks (Schedule B)

which are intended to limit losses to certain amounts may not be effective many a times because rapid movement in market conditions may make it impossible to execute such orders.

(xxxii) **System Risk:** High Value trading will frequently occur at the market opening and before market close. Such high volumes may also occur at any point in the day. These may cause delays in order execution on confirmation. Under certain market conditions, it may be difficult or impossible to liquidate a position in the market at a reasonable price or at all, when there are no outstanding orders either on the buy side or the sell side or if trading is halted in a security due to any action on account of unusual trading activity or stock hitting circuit filters or for any other reason.

(xxxiii) **System/ Network Congestion:** Trading on Exchange is in electronic mode, based on satellite/ leased line based communications, combination of technologies and computer systems to place and route orders. Thus there exists a possibility of communication failure or system problems or slow or delayed response from system or trading halt or any such other problem whereby not being able to establish access to the trading system/ network, which may be beyond the control of and may result in delay in processing or not processing buy or sell orders either in part or in full. You are cautioned to note that although these problems may be temporary in nature, but when you have outstanding open positions or unexecuted orders, these represent a risk because of your obligations to settle all executed transactions.

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Fees & Charges (Schedule C)

The Fees and other Charges levied on the Dynamic Asset Allocation Portfolio (DAAP), Large Cap Portfolio (LCP), Mid Cap Portfolio (MCP), Dynamic Stock Allocation Portfolio (DSAP), Multi Cap Portfolio (MULTI CAP) and various other Strategies are as stated below:

Strategies	DAAP	LCP	MCP	DSAP	MULTI CAP
(1) Upfront Fees	Nil	_____ %	_____ %	_____ %	_____ %
(2) Annual Portfolio Management Fees (exclusive of service tax) payable on the average daily portfolio value. The billing will be on a calendar monthly basis.	0.50% p.a.	2.50% p.a.	2.50% p.a.	2.50% p.a.	2.50% p.a.
(3) Other Charges					
i. Auditors' Fees	₹1200/- p.a. per account				
ii. Transaction Charges	As Applicable at Actuals				
iii. Depository Charges	As Applicable at Actuals				
iv. Brokerage	As Applicable at Actuals				
v. Service Tax, Security Transaction Tax & Other Statutory levies	As Applicable at Actuals				
vi. Exit Fees	2% if the portfolio is withdrawn within one year from the date of corpus infusion				

(Please refer to Annexure-1 overleaf for Illustrations on the Fees and Charges)

Any other incidental or out of pocket expenses incurred on behalf of client under this DPMS Agreement shall be charged on actual.

The Fees and other Charges are subject to revision from time to time with the consent of the Client.

Terms & Conditions:

- 1) Upfront fees shall be charged on every fresh inflow of corpus.
- 2) Withdrawals: All withdrawals from PMS would be with the mutual consent of the client and the portfolio manager. The withdrawals may be in form of shares or in cash at the end of the agreed period as per the terms & conditions of the Portfolio Investment Management Agreement.
 - i) Withdrawals shall be for a minimum amount of Rs. Fifty Thousand only. (Acceptance/Processing of applications for withdrawal of Assets less than the specified minimum amount shall be at the discretion of the Portfolio Manager).
 - ii) Exit Fee will be charged on all Withdrawals. In case of withdrawals in the form of securities, Exit fee will be charged on the Net Asset Value of the securities withdrawn.
 - iii) No Exit Fee will be charged on switch to other strategy.
- 3) The Portfolio Manager has the discretion to sell securities held in the clients accounts for the recovery of any of the fees charged to the clients account.

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

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Annexure I - Illustration on Fees and Charges

The example given hereunder is to enable the Client to understand the fees / expense structure. The amount of fees / expenses in the below example are purely hypothetical and the actual fees / expenses charged to the Client would be as specified in the Fees & Charges (Schedule C) overleaf which is part of the Portfolio Management Services Agreement.

1	Size of sample portfolio: Rs. 30 lacs
2	Period: 1 year
3	Hurdle Rate: Not Applicable
4	Other Expenses: Assumed @ 0.50% (Brokerage/ DP charges/ transaction charges: Weighted Average of such charges (as a percentage of assets under management) levied in the past year/ in case of new portfolio managers indicative charges as a percentage of assets under management)
5	Upfront fee – 1%
6	Management fee – 2.5% p.a charged on the average of the opening and closing AUM
7	Performance fee – Nil
8	Exit Load - 2%
9	It has been assumed that the client account has started on 1st April and the client has exited on 31st March

Portfolio Performance

	Particulars	Gain of 20%	Loss of 20%	No Change
	Capital Contribution	30,00,000	30,00,000	30,00,000
a	Less: Upfront fees (1%)	30,000	30,000	30,000
	Assets under management	29,70,000	29,70,000	29,70,000
b	Less: Brokerage/DP charges/any other similar charges (assumed @ 0.5%)	14,850	14,850	14,850
	Assets under management less Brokerage/DP charges/any other similar charges	29,55,150	29,55,150	29,55,150
	Add/Less: Profits/Losses on investment during the year (@ 20% or @0% as applicable) on assets under management	5,91,030	-5,91,030	0
	Gross Value of the portfolio at the end of the year	35,46,180	23,64,120	29,55,150
c	Less: Brokerage/DP charges/any other similar charges (assumed @ 0.5%)	17,731	11,821	14,776
	Gross Value of the portfolio less Brokerage/DP charges/any other similar charges	35,28,449	23,52,299	29,40,374
d	Less: Management Fees (2.5% of Asset under Management)	81,045	66,343	73,694
	Portfolio Value after charging Fixed Management Fees	34,47,404	22,85,956	28,66,680
e	Less: Exit Load (2%)	68,948	45,719	57,334
	Portfolio Value after charging Exit Load	33,78,456	22,40,237	28,09,347
	Total charges during the year (a+b+c+d+e)	2,12,574	1,68,733	1,90,653
	% change over capital contributed	12.62	-25.33	-6.36

* In the above illustration, Fixed Management Fees and Other Expenses have been calculated on the average of the capital contribution and the gross value of the portfolio as on 31st March. The Other Expenses include Statutory Charges like transaction charges, service tax, etc.; Brokerage; STT.

Note: Other Expenses are charged on actuals. Fixed Management Fees are charged Monthly and Performance fees are charged annually, on 31st March every year. Upfront fees and Exit load shall be charged on every inflow and outflow of corpus respectively.

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NJAS Signatory

x _____ 25/27
_____ 24/26
Sole/First Applicant
Authorised Representative

x _____
Second Applicant
Authorised Representative

x _____
Third Applicant
Authorised Representative

Consent to Receive Statements

LETTER FROM CLIENT FOR RECEIPT OF STATEMENTS, REPORTS & DOCUMENTS VIA E-MAIL

Date:

To,

NJ Advisory Services Pvt. Ltd.

Block No. 901, 6th Floor, B Tower, Udhna Udyognagar Sangh

Commercial Complex, Central Road No.10, Udhna, Surat - 394 210, Gujarat.

Dear Sirs,

I/We hereby consent to receive all statements, reports and other documents as may be issued by NJAS (NJ Advisory Services Pvt. Ltd.) in respect of my/our Portfolio Management Services account(s) as mentioned below including but not limited to reports as mentioned under Regulation 21 of the SEBI (Portfolio Managers) Regulations, 1993, in electronic form duly authenticated by means of a digital signature as specified in the Information Technology Act, 2000 and the rules made there under to any of my/our below mentioned e-mail account(s) (said e-mail account(s)):

(At least one is Mandatory)

E-mail account - 1	
E-mail account - 2	

I/We hereby agree that NJAS shall fulfill its legal obligation, if the above statement, reports and other documents are sent electronically to any one of the said e-mail account(s).

In this regard I/We further agree that:

- (i) I/We shall take all necessary steps to ensure confidentiality and the secrecy of the login and password of the above mentioned e-mail account(s). NJAS shall not be liable to or responsible for any breach of secrecy.
- (ii) E-mails sent to any of the above mentioned e-mail account(s), which have not bounced back, shall be deemed to be duly delivered to the me/us.
- (iii) In the event any e-mail sent by NJAS bounces back due to insufficient space in my/our inbox or in the event any network problem occurs, NJAS shall make the required delivery by any other electronic means (email, fax, electronic mail attachment or in the form of an available download from back office website) or in paper base format.
- (iv) NJAS shall not take cognizance of out-of-office/out-of-station auto replies and I/We shall be deemed to have received such electronic mails.
- (v) Such statements, reports and other documents shall be deemed to have been delivered on the day when the e-mail is sent by NJAS.
- (vi) NJAS may at its discretion discontinue to send me/us the statement, reports and other documents in physical form.
- (vii) NJAS shall not be liable or responsible for any statement, report or document received from frauds or impostors or any consequences thereof.
- (viii) NJAS shall not be liable for any problem, which arises at my/our computer network because of my/our receiving any statement, report, document from NJAS.
- (ix) I/We shall inform NJAS in writing if there is any change in the information given above.

I/We further agree that the NJAS will not be responsible for non-receipt of documents sent via electronic delivery due to change in/incorrect email address / correspondence address as mentioned or any other reason which inter alia include technical reasons or malfunction of my/our computer system / server / internet connection etc.

I/We further agree that NJAS may at its sole discretion also provide such documents in physical form.

Yours faithfully,

x	26/27
	25/26

Sole/First Applicant
Authorised Representative

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Second Applicant
Authorised Representative

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Third Applicant
Authorised Representative

In case of Authorised Representative please affix appropriate stamp

Annexure 1

Declaration to be signed by the proprietor of the Sole Proprietorship Firm
(TO BE OBTAINED ON LETTERHEAD OF THE FIRM)

Date:

To,

NJ Advisory Services Pvt. Ltd.

Block No. 901, 6th Floor, B Tower, Udhna Udyognagar Sangh

Commercial Complex, Central Road No.10, Udhna, Surat - 394 210, Gujarat.

Dear Sirs,

I, refer to the Portfolio Management Services account opened by you in the name of _____ of
M/s _____ (name of the firm) and declare as under:

I, _____, am the sole proprietor of the firm M/s _____ a n d
am solely responsible for the liabilities incurred by the said firm. I shall intimate you in writing of any change that takes place in the constitution of the firm and
will be liable to you for any obligation, which may be standing in the firm's name in your books until all such obligations have been liquidated.

Yours truly,

Signature

(sign with stamp of firm)

Annexure 2

Specimen Copy of Resolution to be Passed by Company/Trust/ Society)
(TO BE OBTAINED ON LETTERHEAD OF THE COMPANY/TRUST/SOCIETY)

RESOLVED THAT, the company be registered with NJ Advisory Services Private Limited as a client to avail of Portfolio Management Services.

RESOLVED FURTHER THAT the Portfolio Investment Management Agreement and the Power of Attorney as per the draft circulated be executed, empowering
M/s.NJ Advisory Services Private Limited to act as Portfolio Manager so as to deal with acquisition, subscription, purchase and sale of or otherwise dealing in
various marketable securities as per the terms of the said Portfolio Investment Management Agreement and Power of Attorney.

RESOLVED FURTHER THAT, on behalf of the Company/Trust/Society the following person(s) whose specimen signature(s) is/are attached herewith be and
is/are hereby authorized to execute and sign the Agreements, Power of Attorney, Application Forms and such other documents as may be necessary for
opening and operation of the Portfolio Management Account, on behalf of Company/Society/Trust and the common seal of the Company/Society/Trust be
affixed there to, wherever necessary in the presence of Mr. _____ Director/Trustee
of Company/Trust/Society.

Sr. No.	Name of Authorised Signatory	Specimen Signature
1.		
2.		
3.		
4.		
5.		

Certified To be true

For _____

Signature

(Chairman/Director/Company Secretary)

www.njpms.in



Head Office: NJ Advisory Services Pvt. Ltd., Block No. 901, 6th Floor, 'B' Tower, Udhna Udyog Nagar
Sangh Commercial Complex, Central Road No. 10, Udhna, Surat - 394 210, Gujarat.

Phone: 91 261 3985500. CIN U74990GJ2005PTC046959, SEBI PMS Regn. No. : INP000003518

Processing Centre: NJ Advisory Services Pvt. Ltd., Shop No. 9, Yogi Complex, Amlī,
Vapi Silvassa Main Road, Silvassa - 396 230. Email: grievance@njpms.in