

PORTFOLIO MANAGEMENT AGREEMENT

This Agreement is entered into at **Changanacherry** on this day of.....200....

between

citizen/s of and residing at

.....
(Hereinafter referred to as “the investor” which expression shall, unless repugnant to the meaning or context there of, be deemed to mean and include its successors and permitted assigns) on the one part.

AND

AMJ Stock Brokers Pvt Ltd. a company incorporated under the Companies Act, 1956 and having its registered office at Changanacherry (hereinafter referred to as AMJ STOCKS which, expression shall, unless repugnant to the meaning or the context thereof, be deemed to mean and include its successors and permitted assigns) on the other part.

WHEREAS

1. AMJ STOCKS is a Portfolio Manager registered with The Securities And Exchange Board of India (SEBI) carrying on business of portfolio management in the stock market in India. The SEBI registration number is **INP000002593**
2. The Investor is desirous of appointing AMJ STOCKS as his agent for managing his investment and avail of investment advisory and portfolio management services from AMJ STOCKS for investments to be made in securities in the stock markets in India.
3. Both the parties hereto are desirous of recording in writing the terms and conditions which govern this agreement.

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

1. APPOINTMENT

The Investor hereby appoints and authorizes AMJ STOCKS as a portfolio manager with absolute and unfettered discretion under the terms of this agreement, to act as his/its agent *inter alia*, for the purpose of managing the funds by investing it in capital/money market instruments as AMJ STOCKS may deem fit from time to time including in those enumerated in Annexure 1 (in case existing shares of the investor are transferred to PMS) hereto AMJ STOCKS may at its discretion hold such investment in the pool account on behalf of the Investor, including any undivided interest/ share in one or more capital/money market investments and the surplus funds of all the investors taken together shall after meeting any margin requirements with the intermediaries, on behalf of all the investors be kept in a separate bank account maintained in a scheduled commercial bank and will be operated by AMJ STOCKS All rights, payments, income, expenses, sale proceeds, cost of transactions, purchase cost of investments, management fees payable to AMJ STOCKS shall be debited or credited as the case may be to this account.

It is further agreed that AMJ STOCKS at its sole discretion has the right to purchase, hold, sell, transfer all or any of the investments made on behalf of the investor in pursuance of this Agreement.

AMJ STOCKS shall be authorized to execute in the name and on behalf of the investor, all necessary deeds, documents, writings, forms, applications, as may be necessary to be filed with any company, organization, institution, government body or department in any manner relating to the management of the investment and to take all necessary actions to enable AMJ STOCKS to effectively exercise the authority conferred in hereto and for any incidental and consequential actions. The Investor shall from time to time execute such further authorization and writings as may be required by AMJ STOCKS from effectively exercising its functions under this Agreement.

2. INVESTMENT OBJECTIVE

The investment objective of AMJ STOCKS as portfolio manager is to maximize the annualized return on the funds placed with AMJ STOCKS through a judicious deployment in capital/ money market instruments, based on a professional, detailed assessment and evaluation of all relevant macro and micro factors pertaining to the economy, industries and companies.

3. THE FUNDS

The Investor shall make available to AMJ STOCKS funds for the purpose of investing in the form of:

- (i) Cash amounting to which amount is sent herewith by cheque
/ demand draft no..... dated..... drawn on
.....AND/OR
- (ii) Securities, which are detailed in Annexure 1, are being retained by AMJ STOCKS to be included in the portfolio being managed by AMJ STOCKS under this Agreement (referred to in this Agreement as the “ Funds”).

Provided that in the case the funds are being made available in the form of securities, the funds to be managed in terms of this Agreement shall be equivalent of their realizable value on sale in the open market, which sale shall be at discretion of AMJ STOCKS.

Provided further that in case securities are being retained as provided in (ii) above, the value shall be taken as the quoted value on the Bombay/National Stock Exchange as on the date of this Agreement.

The Investors may, in consultation with AMJ STOCKS. make available to AMJ STOCKS. additional funds either in the form of cash and/or securities at any time and the terms of this agreement shall apply to the additional funds also.

4. INVESTMENT OF THE FUNDS

Subject to any restrictions and/or prohibitions in the applicable guidelines/ regulations of SEBI the Funds shall be invested in any financial, money market or other instruments or investment including in, but not limited to securities, shares, bonds, units of Mutual funds, convertible debentures, non Convertible debentures, certificates of deposits, Government Securities and treasury bills. However no investments as may be expressly prohibited by SEB/other regulatory bodies. AMJ STOCKS hereby agrees not to pledge or loan securities with out the written permission of the investor.

5. MAINTENANCE OF BOOKS OF ACCOUNTS AND AUDIT

AMJ STOCKS shall keep and maintain a copy of the Balance Sheet, Profit & Loss account and Auditors report on the transactions for each accounting period.

AMJ STOCKS shall maintain separate investor-wise accounts. The funds received from the investor, investments or divestments and all the credits to the account of the investor like interest, dividend, bonus, or any other beneficial interest received on the investments and debits, for expenses, if any, shall be property accounted for and details thereof shall be property reflected in the investor's account.

The books of account will be audited by qualified auditor to ensure that AMJ STOCKS has followed proper accounting methods and procedures and that AMJ STOCKS has performed its duties in accordance with the law.

The investor may appoint a Chartered Accountant to audit the books and accounts of AMJ STOCKS relating to his/its transactions and AMJ STOCKS shall co-operate with such Chartered Accountant in course of such audit. The Chartered Account appointed by the investor may audit the accounts and seek information relating to the accounts of the investor during normal business hours on normal working days without causing hindrance to the operational activities of AMJ STOCKS. The documents or information to be provided to the investor or the Chartered Accountant appointed by the investor may be restricted by AMJ STOCKS to preserve the confidentiality and interest of other investors of AMJ STOCKS.

6. ATTENDANT RISKS

The investor agrees and understands that the service being provided by AMJ STOCKS under this Agreement involves certain risks and considerations generally associated with making investment in securities and that there can be no assurance that AMJ STOCKS can achieve the investment objective stated hearing .The investor further agrees and understands that the value of his/ its portfolio may be

affected generally by factors affecting capital markets in India, such as price and volume volatility in the stock markets, interest rates, currency exchange rates, foreign investment, change in Government policies, taxation, political, economic or other developments and closure of the stock exchange and that there is also risk of loss due to lack of adequate external system for transferring, pricing, accounting and safekeeping or record keeping of securities. Further the investor also understands that consequently, the NAV of the portfolio may fluctuate, and the value of the portfolio may increase or decrease.

7. PMS FEE

Subject to other terms and conditions of this Agreement, the remuneration to be paid by the investor to AMJ STOCKS for the service provided under this Agreement ,is either of the following:

Option 1:

The fee consists of two portions;

- a) Management fee of 1% per annum (charged quarterly @ 0.25% on average NAV for the quarter or proportionate to completed period of quarter) charged at the end of each quarter of financial year or at the time of withdrawal by the client which ever is earlier
- b) 10% share of average profit charged per annum or proportionate to completed period of financial year charged at the end of the financial year or at the time of withdrawal by the client which ever is earlier

Option 2:

Management fee of 3% per annum (charged quarterly @ 0.75% on average NAV for the quarter or proportionate to completed period of quarter) charged at the end of each quarter of financial year or at the time of withdrawal by the client which ever is earlier.

| | | |
|-----------------------|----------|--|
| The Investor opts for | Option 1 | |
| | Option 2 | |

Investors making partial or full withdrawal of stock(s) or fund before completion of one year from the date of commencement shall pay AMJ STOCKS a management fee @ 0.75% of the withdrawal amount per quarter and /or part thereof, irrespective of the fee option he had chosen, for the rest of the period between the date of withdrawal and the date of completion of one year from the date commencement. In case of stock(s) withdrawal amount shall be computed as per the BSE/NSE closing price of previous trading day for the stock(s) withdrawn from the portfolio.

However AMJ STOCKS may at its discretion, charge and debit the investor’s account with this fee at any time during the subsistence of this agreement.

The fees stated above will not include transaction costs, custodian/ depository charges, bank charges and other legal charges. These expenses will be charged separately on actual. Provided that AMJ STOCKS shall always have the discretion to charge no fees or lower fee for the services provided.

AMJ STOCKS shall debit the investors account at the end of each quarter for the amount of remuneration due and payable to it. Investor would be informed when the FEE is debited to his account

8. PURCHASE/SALE

- (a) All purchase and sale transactions between the account of AMJ STOCKS and the investor's account shall be at prevailing market price. Inter se allocation of aggregate purchase or sale shall be on pro-rata basis and at the weighted average price of day's transactions.
- (b) AMJ STOCKS shall take due care in the scrutiny of the title validity or genuineness of the securities received or delivered
- (c) AMJ STOCKS shall be responsible for the safe keeping of the investor's funds and securities and shall maintain adequate records identifying the securities/funds as held by AMJ STOCKS for the account of the investor. To the extent of securities held by AMJ STOCKS, such securities shall be physically segregated from the assets of AMJ STOCKS, any person other than the investor, or any other person, firm or corporation

9. CUSTODY

Without prejudice to any other terms of this Agreement, all investments acquired by AMJ STOCKS on behalf of the investor in pursuance of this Agreement shall be kept in the custody of any approved Depository Participant and is hereby authorized to be paid/ reimbursed all costs, charges expenses incurred by and/or levied in it for acting in accordance with this Agreement.

10. VOTING RIGHTS

As far as all rights, including voting rights, attached to all invested by AMJ STOCKS on behalf of the investor are concerned, AMJ STOCKS shall be authorized to exercise the same in such manner, as it thinks fit in accordance with law without reference to the investor

11. REPORTING

AMJ STOCKS shall provide the investors with quarterly statements on investment made by it on behalf of the investor or as and when required by the investor. The reports shall include composition, description and value of securities in the portfolio, cash balance, transaction (with details of purchase and sales), interest, dividends, bonuses received, etc., which may include risks foreseen by AMJ STOCKS may also provide various reports to the client in electronic form either by e-mail or as web pages or similar technology or any other data communication facility. The confidentiality of such reports shall be the responsibility of the investor.

12. CONFIDENTIALITY

AMJ STOCKS hereby undertakes to maintain the details of the investor as provided by investor and any other information about the investor which has come to the knowledge of AMJ STOCKS, in confidence and shall not disclose the same to any person/ entity except as required under the law. Provided however, that AMJ STOCKS shall be allowed to share the details of the investor as provided by the investor or any other information about the investor as may come to the knowledge of with parties/entities other than required under the law with the express permission of the investor.

13. DISCLOSURE TO AMJ STOCKS

The investor hereby agrees to disclose to AMJ STOCKS his interest in various corporate bodies, acquired by him at any time before entering into the agreement or at any time during the subsistence of this Agreement, which enables him to obtain unpublished price sensitive information of the body corporate. AMJ STOCKS shall not be liable in any manner for actions and or prosecution initiated against the investor for violation of any guidelines or regulations issued by any Regulatory body or authority or any laws in force or enacted during the subsistence of this agreement which may arise due to the investments/ divestments made by AMJ STOCKS or acts done or omitted to be done on behalf of the investor in good faith and/or due to the inadequacy of information provided by the investor to AMJ STOCKS.

14. INCOME TAX AND OTHER TAXES

Any income tax and other tax liability on the investments, the funds, the yields (i.e., income/ profits from the investments made by AMJ STOCKS on behalf of the funds of the investor, net of the transactions cost incurred by AMJ STOCKS) and other returns will be solely borne by the investor. In the event of there being any withholding tax or tax deductible at source relating to any income received by AMJ STOCKS on behalf of the investor on the investments, the credit in respect there of shall be passed onto the investor if legally permissible and practicable to do so. In the event of AMJ STOCKS paying any taxes on behalf of the investor AMJ STOCKS may debit the same to the investor's account and the investor agrees to reimburse the same to AMJ STOCKS forthwith.

15. LIABILITY OF THE INVESTOR

In the Portfolio Management activity the liability of the investor is limited to the extent of his investment

16. TERM

This Agreement shall commence from the date execution of this Agreement. There is no fixed term of this Agreement. This Agreement shall be in force till its termination in accordance with clause 18 of this Agreement.

17. WITHDRAWAL

If the investor wishes to withdraw securities and/or cash from his portfolio he shall inform AMJ STOCKS in writing at least ten days in advance. In the event of the investor requesting for withdrawal shall liquidate the portfolio to the extent required and hand over the sale proceeds or transfer the securities to the investor after charging and deducting the applicable management fees.

18. TERMINATION

Without prejudice to and in addition to what is stated in this Agreement, it is agreed by the parties herein, that AMJ STOCKS or the **investor** may terminate this Agreement at any time by giving at least ten days notice. The agreement may also be terminated by The Securities and Exchange Board of India or other Regulatory Body/ Authority. In the event of termination of this agreement

AMJ STOCKS shall liquidate the portfolio and hand over the sale proceeds or transfer the securities in the portfolio to the investor after charging and deducting the applicable management fees.

19. NOTICES

Any notice, communication or document to the other party may be given by personal delivery, courier, registered post or fax at the address hereafter mentioned. The notice shall be deemed to have been served by the party to whom it is given by personal delivery, when so delivered and acknowledgement received, if given by Post on expiration of 3 days after the notice etc., have been delivered to the post office and if given by fax upon acknowledged transmission thereof.

Notice to the investor

Designated Person:

Address:

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Notice to AMJ STOCKS

The Portfolio Manager
AMJ Stock Brokers (P) Ltd.,
First Floor, City Center, College Road,
Changanacherry - 686 101, Kerala

20. ALTERATION OF THE TERMS OF THE AGREEMENT

AMJ STOCKS may at any time amend this agreement by modifying, altering or rescinding any of the existing terms and conditions by giving notice in writing to the investor. Continued use of the service provided by AMJ STOCKS by the investor after such notice shall constitute acknowledgement and acceptance of such modification, alteration or recession.

21. LIMITATION OF LIABILITY OF AMJ STOCKS

In no event AMJ STOCKS shall be liable for any loss to the investor caused directly or indirectly by government restrictions, exchange regulations, suspension of trading, equipment and software failure or any other problem whether technical or otherwise, errors of judgment, acts done in good faith, willful misfeasance in connection with discharge of any person, acts of other intermediaries, brokers, custodians etc. which are beyond the control of AMJ STOCKS.

22. FORCE MAJURE

AMJ STOCKS shall not be liable to the investor for any delay in or failure of the obligations under this Agreement caused by occurrence beyond the control of AMJ STOCKS because of fire, floods, act of God, act of public enemy, war, insurrection riot, strikes, lock outs, sabotage, satellite and communication failures, sun outages, any law, statute, ordinance, order, action or regulation of the Government.

23. ENTIRE AGREEMENT AND SEPARABILITY

This agreement represents the entire agreement between AMJ STOCKS and the investor concerning the subject matter hereof. The invalidity or non enforceability of any terms or provision of this agreement shall not affect the validity or enforceability does substantially alter the underlying intent of this agreement or where the invalid or non enforceable provisions comprises an integral part of or are otherwise inseparable from the remainder of this agreement.

24. DEATH OR DISABILITY

In the event of the death or insanity of the investor or of his otherwise becoming incapable of receiving the securities or proceeds or other benefits of his portfolio, AMJ STOCKS may close out the account of the investor, and the investor or his legal representative shall, subject to Clause 15 of this agreement, be liable for any losses, costs and be entitled to any surplus which any surplus which may result there from. AMJ STOCKS shall not be liable for any loss caused to the investor on this account.

25. NON TRANSFERABILITY AND ASSIGNABILITY

The investor shall not assign any right and obligation hereunder without first obtaining the prior and written consent from AMJ STOCKS . AMJ STOCKS may however assign its rights and obligations to any third person without the prior consent of the investor.

26. ARBITRATION

If any dispute/ differences arises between the parties hereto during the substance of this Agreement or thereafter, in connection with the validity, interpretation, implementation or alleged breach of any provision of this agreement or regarding questions, including the question as to whether the termination of this Agreement by one party hereto has been legitimate, such dispute shall be referred to arbitration. The place of arbitration shall be Changanacherry.

27. GOVERNING LAW OF THE AGREEMENT

This agreement shall be governed and construed in accordance with the laws of India, including but not limited to the provisions of The SEBI Act -1992, The companies Act -1956 and Securities Contract and Regulations Act -1956, the rules, regulations and guidelines issued by SEBI.

28. JURISDICTION

The laws of India shall govern this Agreement. All legal actions and proceedings, if any, relating hereto shall be subject to the exclusive jurisdiction of the courts in Changanacherry.

In witness where of the parties here to have set and subscribed their respective hands to these presents on the day, month and year first herein above written.

SIGNED AND DELIVERED BY THE WITHIN NAMED “ INVESTOR”

| | First Holder | Nominee/ Second Holder |
|-----------|--------------|------------------------|
| Name | | |
| Signature | X | X |

ON THISDAY OF.....20

SIGNED AND DELIVERED BY THE WITHIN NAMED AMJ STOCKS

ON THISDAY OF.....20

FORM NO. 60

[See third proviso to rule 114B]

Form of declaration to be filed by a person who does not have either a permanent account number or General Index Register Number and who makes payment in cash in respect of transaction specified in clauses (a) to (h) of rule 11B

1. Full name and address of the declarant
2. Particulars of transaction
3. Amount of the transaction
4. Are you assessed to tax? Yes/No
5. If yes,
 - (i) Details of Ward/Circle/Range where the last return of income was filed?
 - (ii) Reasons for not having permanent account number/General Index Register Number?
6. Details of the document being produced in support of address in column (1)

Verification

I,

do hereby declare that what is stated above is true to the best of my knowledge and belief.

Verify today, the day of

Date :

Place :

Signature of the declarant

Instructions: Documents which can be produced in support of the address are :-

- (a) Ration Card
- (b) Passport
- (c) Driving licence
- (d) Identity Card issued by an institution
- (e) Copy of the electricity bill or telephone bill whoing residential address
- (f) Any document or communication issued by an authority of Central Government, State Government or local bodies showing residential address.
- (g) Any other documentary evidence in support of his address given in the declaration.