

THIS PORTFOLIO INVESTMENT MANAGEMENT AGREEMENT made at Mumbai on this _____ day of _____

Sr. No.	Name of the Client	Status (whether a Resident Indian / Non-Resident Indian / Trust / Hindu Undivided Family / Partnership Firm/ Company/ Foreign Institutional Investor or a sub-account thereof/ any other constituent eligible to enter into this Agreement)	Address of the Client
1.			
2.			
3.			

First/Sole Holder

Second Holder

Third Holder

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The person(s) specified herein above as **"the Client"** which expression, shall unless it be repugnant to the context or meaning thereof, include their respective heirs/successors, administrators, executors and permitted assigns and where a Client is a partnership firm, the partners or partner for the time being of the said firm, the survivors or survivor of them and the heirs, executors and administrators of the last surviving partner, their or his assigns, where a Client is the Karta of a Hindu Undivided Family and the investment is for the purposes of the Hindu Undivided Family, the member or members for the time being of the said Hindu Undivided Family, and their respective heirs, executors, administrators and assigns, where a Client is a company, its successors in title and permitted assigns, where a Client is the Board of Trustees of a Trust, its successors) of the One Part.

AND

ENAM ASSET MANAGEMENT COMPANY PRIVATE LIMITED a company incorporated under the Companies Act, 2013 (erstwhile Companies Act, 1956) and having its Registered Office at 810, Raheja Chambers, Free Press Journal Road, Nariman Point, Mumbai - 400021, India (hereinafter referred to as the "Portfolio Manager" which expression shall unless repugnant to the context or meaning thereof include its successors and assigns) of the Other Part.

WHEREAS:

- (A) The Portfolio Manager is a portfolio manager duly registered under the provisions of the Securities and Exchange Board of India (Portfolio Managers) Regulations, 2020 (hereinafter referred to as **"the said Regulations"** vide registration number INP000000225 and hence is duly authorized to provide portfolio management services under the said Regulations and the Securities Exchange Board of India Act, 1992 ("SEBI Act") and the rules, guidelines, circulars issued there under;
- (B) The Client has approached the Portfolio Manager for obtaining discretionary portfolio management services as more particularly set out hereafter and desires to avail of these services by placing certain Capital (as defined hereinafter) at the disposal of the Portfolio Manager and the Portfolio Manager has agreed to provide such services to the Client on the terms and conditions set out in this Agreement;
- (C) The Client warrants that the Client is eligible to enter into this Agreement with the Portfolio Manager to avail the discretionary portfolio management services to be rendered by the Portfolio Manager.
- (D) During the term of this Agreement, the Portfolio Manager shall invest Client's Capital along the lines of products ("Products") described in Annexure A hereof.
- (E) The Portfolio Manager has informed the Client and the Client is aware of the precise nature of the Portfolio Manager's liability for business to be conducted, including any limitations on that liability under the capacity in which it acts.
- (F) The Client admits and acknowledges that it has been provided with, read and understood the Portfolio Manager's Disclosure Document, atleast 2 days prior to the execution of this Agreement and has satisfied itself in that regard; and
- (G) The Portfolio Manager and the Client hereby record their mutual understanding and their common intention in the manner as hereinafter provided.

NOW THIS AGREEMENT WITNESSTH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. DEFINITIONS AND INTERPRETATIONS**1.1 DEFINITIONS**

- (a) "Agreement" means this Investment Management Agreement including its Annexures and recitals, and shall include all modifications, alterations, additions or deletions thereto made in writing and signed by the Parties;
- (b) "Bank" means a Scheduled Commercial Bank (i.e. a bank included in the Second Schedule to the Reserve Bank of India Act, 1934) with whom the Bank Account is opened;
- (c) "Bank Account" means the account opened and operated by the Portfolio Manager in terms of this Agreement.
- (d) "Business Day" means a day (other than a Saturday or Sunday or public holiday) on which banks and/or stock markets in Mumbai, India are open for business.
- (e) "Capital" means the funds placed by the Client with the Portfolio Manager in accordance with this Agreement, whether in the form of cash and/or Securities.
- (f) "Custodian" means a person who has been granted a certificate of registration to carry on the business of a custodian of securities under the Securities and Exchange Board of India (Custodian) of Regulations, 1996 and who is also a registered depository participant to provide custodial and depository services as contemplated under this Agreement;
- (g) "Data Protection Laws and Regulations" means all laws and regulations, including laws and regulations of the European Union, the European Economic Area and their member states, Switzerland and the United Kingdom, applicable to the processing of Personal Data under the Agreement.