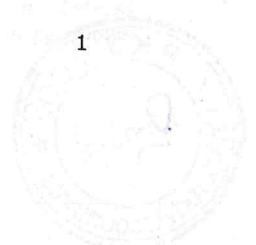


SQUARE 64 CAPITAL ADVISORS LLP

Portfolio Management Services

DISCLOSURE DOCUMENT



DISCLOSURE DOCUMENT
OF
SQUARE 64 CAPITAL ADVISORS LLP

(SEBI Registration No. INP000008862)

(As per the requirement of the Fifth Schedule under Regulation 22 of SEBI (Portfolio Managers) Regulations, 2020)

- (i) The Document has been prepared in accordance with the Securities and Exchange Board of India (Portfolio Managers) Regulations, 2020, as amended from time to time and filed with SEBI.
- (ii) The Document has been filed with the Board (SEBI) along with the certificate in the prescribed format in terms of regulation 22 of SEBI (Portfolio Managers) Regulation 2020.
- (iii) The purpose of the Document is to provide essential information about the Portfolio Management Services (PMS) in a manner to assist and enable the investors in making an informed decision for engaging a Portfolio Manager.
- (iv) The document contains necessary information about the Portfolio Manager required by an investor before investing, and the investor may also be advised to retain the document for future reference.
- (v) This Disclosure Document is dated 07/11/2024 **(Financial data considered up to March 31, 2024)**

Details of the Portfolio Manager

Name of Portfolio Manager : SQUARE 64 CAPITAL ADVISORS LLP
SEBI Registration Number : INP000008862
Registered Office Address : 207/208 CAMA IND. ESTATE,
SUN MILL COMPOUND, Lower Parel, Delisle Road, Mumbai
400013, Maharashtra, India
Phone No(s) : 022 4067 9100

Details of Principal Officer

Name of Principal Officer : Priyanka Sarkar
Phone No(s) : 9167630952
Registered Office Address : 207/208 CAMA IND. ESTATE,
SUN MILL COMPOUND, Lower Parel, Delisle Road,
Mumbai 400013, Maharashtra, India
E-mail address : Priyanka@square64.com



Priyanka Sarkar
Ap. Boddar



INDEX

Sr. No.	Contents	Page No.
1	Disclaimer Clause	4
2	Definitions	4
3	Description about Portfolio Manager	
	3.i History, Present business and background of the Portfolio Manager	7
	3.ii Directors and Promoters of the Portfolio Manager	7
	3.iii Top 10 Group Companies under the same management	8
	3.iv Details of Services Offered	8
4	Penalties, pending litigations or proceedings, findings of inspections or investigations for which actions may have been taken or initiated by any regulatory authority.	9
5	Services offered	
	5.1 Investment Objective	9
	5.2 Type of Security	10
	5.3 Minimum Investment Amount	11
	5.4 Investment Approaches	11
	5.5 Investment in Group/Associate Companies	12
6	Risk Factors	12
7	Details of investments in the securities of related parties of the Portfolio Manager	16
8	Diversification Policy	16
9	Client Representation	
	9.1 Details of Client's Account Active	17
	9.2 Complete Disclosure in respect of transactions with related parties as per the Accounting Standards specified by the Institute of Chartered Accountants of India	17
10	The Financial Performance of Portfolio Manager	
	10.1 Capital Structure	18
	10.2 Deployment of Resources	18
	10.3 Major Sources of Income	18
	10.4 Net Profit	18
11	Performance of the Portfolio Manager for the last 3 Years	19
12	Audit Observations	19
13	Fees and Services Charged (To be based on actuals)	19
14	Taxation	21
15	Accounting Policies	25
16	Agreement	26
17	Rights and Liabilities of the Client	26
18	Right, Duties and Liabilities of the Portfolio Manager	27
19	Termination of Agreement	29
20	Disclaimer by the Portfolio Manager	29
21	Investor Services	29
22	Anti-Money Laundering Compliances	30
23	List of Approved Share Brokers involved for Portfolio Management activities	31
24	Other Disclosures by Portfolio Manager	32
25	General	32
26	Form C	33

Priyanka Sarkar
APoddar



Contents of Disclosure Document

1) Disclaimer clause:

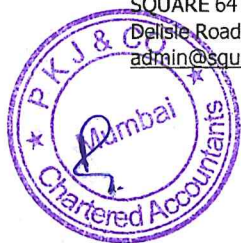
The particulars given in this Document have been prepared in accordance with the SEBI (Portfolio Managers) Regulations' 2020 as amended till date and filed with SEBI. This Document has neither been approved nor disapproved by SEBI nor has SEBI certified the accuracy or adequacy of the contents of the document. You are requested to retain the document for future reference. This document is not for public distribution and has been furnished to you solely for your information and may not be reproduced or redistributed to any other person.

Notwithstanding anything contained in the Disclosure Document, the provisions of SEBI (Portfolio Managers) Regulations, 2020 and as amended from time to time and the circulars/guidelines issues from time to time there under shall be applicable.

2) Definitions:

Unless the context or meaning thereof otherwise requires, the following expressions shall have the meaning assigned to them hereunder respectively: -

- a) **"Act"** means the Securities and Exchange Board of India Act, 1992 (15 of 1992) as amended from time to time.
- b) **"Advisory"** services include the services provided by the portfolio manager but not limiting to advising clients on purchase or sale of securities and/or review, evaluate, structure, monitor the portfolio of a client at an agreed fee so as to achieve Client's objectives.
- c) **"Agreement"** means agreement between Portfolio Manager and its Clients in terms of Regulation 22 of SEBI (Portfolio Managers) Regulations, 2020 issued by Securities and Exchange Board of India and shall include all recitals, schedules, exhibits and Annexure attached thereto and any amendments made to this Agreement by the Parties in writing;
- d) **"Board" or "SEBI"** means the securities and Exchange Board of India established under the section of the Act;
- e) **"Body corporate"** shall have the meaning assigned to it under clause (11) of section 2 of the Companies Act, 2013 (18 of 2013) as amended from time to time;
- f) **"Business Day"** means a day other than (i) a day on which the principal stock exchange(s) with reference to which the valuation of securities under the Plan is done is closed, or (ii) the Reserve Bank of India or banks in Mumbai, India are closed for business, or (iii) a day on which office in Mumbai, India are closed for business;
- g) **"Cash Account"** means the account in which the funds handed over by the client shall be held by the Portfolio Manager on behalf of the client;
- h) **"Certificate"** means a certificate of registration issued by the Board;
- i) **"Change of status or constitution"** in relation to a portfolio manager-
 - (i) means any change in its status or constitution of whatsoever nature; and
 - (ii) without prejudice to generality of sub-clause (i), includes-
 - (A) amalgamation, demerger, consolidation or any other kind of corporate restructuring falling within the scope of section 230 of the Companies Act, 2013 (18 of 2013) or the corresponding provision of any other law for the time being in force;
 - (B) change in its managing director or whole-time director; and
 - (C) any change in control over the body corporate;
- j) **"Change in control"**, in relation to a portfolio manager being a body corporate: —



Prigyanakar Sarkar
APR 2022



- (i) if its shares are listed on any recognized stock exchange, , shall be construed with reference to the definition of control in terms of Regulation 2(e) of SEBI (Substantial Acquisition of Shares and Takeovers) Regulations, 2011 as amended from time to time;
- (ii) in any other case, change in the controlling interest in the body corporate, Explanation. — For the purpose of sub-clause (ii), the expression “controlling interest” means,
- (A) an interest, whether direct or indirect, to the extent of at least fifty one percent of voting rights in the body corporate.
- (B) right to appoint majority of the directors or to control the management directly or indirectly.
- k) **“Chartered Accountant”** means a Chartered Accountant as defined in clause (b) of sub-section (1) of section 2 of the Chartered Accountants Act, 1949 (38 of 1949) and who has obtained a certificate of practice under sub-section (1) of section 6 of that Act;
- l) **“Client”** means any person who registers with the portfolio manager for availing the services of portfolio management by the portfolio manager.
- m) **“Custodian”** means the Depository participant who holds the shares, securities and cash on behalf of the client.
- n) **“Discretionary Portfolio Management Services”** means the portfolio management services rendered to the Client, by the Portfolio Manager on the terms and conditions contained in this Agreement, where under the Portfolio Manager exercises any degree of discretion in investments or management of assets of the Client.
- o) **“Discretionary portfolio manager”** means a portfolio manager who exercises or may, under a contract relating to portfolio management, exercise any degree of discretion as to the investments or management of the portfolio of securities or the funds of the client, as the case may be;
- p) **“Document”** means Disclosure Document.
- q) **“Effective Date”** means the Depository participant who holds the shares, securities, and cash on behalf of the client.
- r) **“Financial year”** means the year starting from 1st April and ending on 31st March of the following year;
- s) **“Funds”** means the monies placed by the Client with the Portfolio Manager and any accretions thereto.
- t) **“Fund Manager” (FM)** means the individual/s appointed by the portfolio manager who manages, advise or directs or undertakes on behalf of the client (whether as a Discretionary Portfolio Manager or otherwise) the management or administration of a portfolio of securities or the funds of the clients, as the case may be.
- u) **“Goods”** means the goods notified by the Central Government under clause (bc) of section 2 of the Securities Contracts (Regulation) Act, 1956 and forming the underlying of any commodity derivative.
- v) **“High Water Mark”** means value of the highest Closing NAV (as at the end of each variable fees calculation period starting from the effective date) achieved by the Portfolio in any year during the subsistence of this Agreement (adjusted for any additional funds/withdrawals by the Client in that year) and net of (i) the Portfolio Management Fees, for that year.
- w) **“Initial Corpus”** means the value of the Funds and the market value of Securities brought in by the Client and accepted by the Portfolio Manager at the time of entering into an agreement with the Portfolio Manager to avail its portfolio management services.
- x) **“Inspecting authority”** means one or more persons appointed by the Board to exercise powers conferred under Chapter V;
- y) **“Investment Advice”** means advice relating to investing in, purchasing, selling, or otherwise dealing in securities or investment products, and advice on investment portfolio



Priyanka Sarkar
AP Poddar



- 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.
- z) **"Investment Approach"** shall mean a broad outlay of the type of securities and permissible instruments to be invested in by the portfolio manager for the customer, taking into account factors specific to clients and securities.
- aa) **"Net Asset Value" (NAV)** is the market value of assets in the portfolio consisting of securities and funds.
- bb) **"NRI"** means Non-Resident Indian or Persons of Indian Origin.
- cc) **"NRO"** means Non-Resident Ordinary Account.
- dd) **"Portfolio"** means the total holdings of Securities and Goods belonging to a client.
- ee) **"Portfolio Manager" (PM)** means **SQUARE 64 CAPITAL ADVISORS LLP**, a body corporate, who has obtained certificate from SEBI to act as a Portfolio Manager under Securities and Exchange Board of India (Portfolio Managers) Regulations, 2020, vide Registration No. INP000008862;
- ff) **"Principal Officer"** means an employee of the Portfolio Manager who has been designated as such by the Portfolio Manager and is responsible for:-
- the decisions made by the portfolio manager for the management or administration of portfolio of securities or the funds of the client, as the case may be;
 - all other operations of the portfolio managers.
- gg) **"Regulation"** means the Securities and Exchange Board of India (Portfolio Manager) Regulation, 2020 and as may be amended by SEBI from time to time;
- hh) **"Securities"** includes : "Securities" as defined under the Securities Contract (Regulations) Act, 1956; shares, scrips, stocks, bonds, warrants, convertible and non- convertible debentures, fixed return investments, equity linked instruments, negotiable instruments, deposits, money market instruments, commercial paper, certificate of deposit, units issued by Unit Trust of India and / or by any mutual funds, units or any other instrument issued by any collective investment scheme to the investors in such schemes, mortgage backed or other asset backed securities, derivative, derivatives instrument, options, futures, foreign currency commitments, hedged, swaps or netting of any other securities issued by any company or other body corporate, any trust, any entity, the Central Government, the State Government or the local or statutory authority and all money rights or property that may at any time be offered or accrue (whether by right, bonus, redemption, preference, option or otherwise) and whether in physical and in dematerialized form in respect of any of the foregoing or evidencing or representing rights or interest therein; any other instrument or investments as may be permitted by applicable law from time to time;
- ii) **"Securities lending"** means the securities lending as per the Securities Lending Scheme, 1997 specified by the Board;
- jj) **"Term"** means the agreement shall commence from the date of execution of the Agreement and shall continue on the same terms and conditions set out in the agreement unless terminated. Hence, there is no fixed term for the agreement and the agreement shall be in force till its termination.

INTERPRETATION:

- Words and expressions used in this disclosure document and not expressly defined shall be interpreted according to their general meaning and usage. The definitions are not exhaustive.
- They have been included only for the purpose of clarity and shall, in addition, be interpreted according to their general meaning and usage and shall also carry meanings assigned to them in regulations governing Portfolio Management Services.



Prigankar Sarkar
Appoddar



- All references to the masculine shall include the feminine and all references, to the singular shall include the plural and vice-versa.
- All references "Rs." refer to Indian Rupees. A "crore" means "ten million" and a "lakh" means a "hundred thousand".

3) Description about Portfolio Manager:

i) History, Present business and Background of the Portfolio Manager:

Square 64 Capital Advisors LLP is a newly incorporated entity. However, The partners bring in vast experience in various facets of carrying out PMS business.

Mr. Priyankar Sarkar has an experience of around 10 years in the field of securities market and has played a crucial role in fund management function in regulated entities and has technical as well as fundamental analytical capabilities required for managing securities portfolio of clients.

The other 2 partners, Mr. Ankit Poddar and Mr. Vishwanshu Agarwal, possess apt business acumen along with their existing business networks which have potential to connect to the right client segment requiring portfolio management service.

ii) Promoters and Directors of the Portfolio Manager:

Promoters:

Sr. No	Name of the Promoter	Address	E-mail
1.	Priyankar Sarkar	59/1 Jatin Das Road, Rash Bihari Avenue, Sarat Bose Road S.O Sarat Bose Road, Kolkata, West Bengal - 700029	priyankar@square64.com
2.	Ankit Poddar	1502, Artesia Building, Baburao Pendharkar Road, Opp Hind Cycle, Behind TV Industrial Estate, Worli, Mumbai - 400030, Maharashtra, India	poddar.ankit@gmail.com
3.	Vishwanshu Agarwal	93-B, Maker Tower, Cuffe Parade, Colaba, Mumbai - 400005, Maharashtra, India	vishwanshu@creativegroup.in

Designated Partners:

The Partner of the LLP are as below:

Name	Priyankar Sarkar
Designation	Designated Partner
Date of Appointment	12/02/2024



Priyankar Sarkar
AP Poddar

Brief Profile	Mr. Priyankar Sarkar has around 10 years of experience of working in the field of securities market. He has managed mutual fund schemes of HSBC Mutual Fund and was a part of fund management team of Motilal Oswal Asset Management Company Limited.
----------------------	---

Name	Ankit Poddar
Designation	Designated Partner
Date of Appointment	19/01/2024
Brief Profile	Mr. Ankit Poddar has a deep rooted background of running businesses and brings in the apt business acumen with required network of potential clients.

Name	Vishwanshu Agarwal
Designation	Designated Partner
Date of Appointment	19/01/2024
Brief Profile	Mr. Vishwanshu Agarwal has a background of running businesses and brings in apt business acumen with required network of potential clients.

iii) **Top 10 Group Companies under the same Management:**

The details of group companies / firms of the company as on 31st March, 24 are as given below:

However, the LLP has not identified any group company/ firms (i.e. subsidiary or associate entities) as per Accounting Standard-18 "Related Party Disclosures".

iv) **Details of Services Offered:**

Discretionary Portfolio Management -

The portfolio account of the client is managed at the full discretion and liberty of the Portfolio Manager. Thus the choice and timing of investment rest solely with the Portfolio Manager. The portfolio managers' decision (taken in good faith) in deployment of the Clients' account is absolute and final and cannot be called in question or be open to review at any time during the tenure of the agreement or any time thereafter except on the ground of mala fide, fraud, conflict of interest or gross negligence.

Non - Discretionary Portfolio Management -

Under these services, the client decides their own investment with the portfolio manager. The client has complete discretion and final decision-making authority on the investment (Quantity or price or amount). The Portfolio Manager will provide Non-discretionary Portfolio Management Services as per express prior Instructions issued by the Client from time to time, buying and selling the securities, keeping safe

custody of the securities and monitoring book closures, dividend, bonus, rights, etc. so as to ensure that all benefits accrue to the Client's portfolio, for an agreed fee structure and for a definite described period, entirely at the Client's risk. The portfolio manager may invest on behalf of clients in unlisted securities within the limits prescribed under the SEBI (Portfolio Managers) Regulations 2020.

4) Penalties, pending litigation or proceedings, findings of inspection or investigations for which action may have been taken or initiated by any regulatory authority:

Sr. No.	Particulars	Remarks
1	All cases of penalties imposed by the Board or the directions issued by the Board under the Act or Rules or Regulations made thereunder	None
2	The nature of the penalty/direction	None
3	Any pending material litigation / legal proceedings against the portfolio manager / key personnel with separate disclosure regarding pending criminal cases, if any:	None
4	Any deficiency in the systems and operations of the portfolio manager observed by the Board or any regulatory agency:	None
5	Any inquiry/ adjudication proceedings initiated by the Board against the portfolio manager or its directors, principal officer or employee or any person directly or indirectly connected with the portfolio manager or its directors, principal officer or employee under the Act or Rules or Regulations made thereunder:	None
6	Penalties imposed for any economic offense and/or violation of any securities laws	None

5) Services Offered

1. Investment objective:

The funds of the Clients shall be invested in such capital and money market instruments, including securities as defined under the Securities Contract (Regulation) Act, 1956, and shall include any securities, derivatives and other instruments which are tradable on any of Exchanges as wells such units of Unit Trust of India and / or other mutual funds (whether listed or unlisted), government securities, debt instruments, negotiable instruments, unlisted securities, certificates of deposit, participation certificates, commercial paper, securitized debt instruments, investments in company deposits, bank deposits, treasury bills and such other eligible modes of investment and/or forms of deployment within the meaning of the Regulation issued by SEBI as amended from time to time.

The investment objectives would be one or more of the following or combination thereof:

Pranjankar Sarkar
APBodhar



- a. To generate positive absolute returns in all market conditions while managing portfolio risk
- b. To generate a good return on investments
- c. To generate short term and/ or long term capital appreciation

The Portfolio Manager offers various investment strategies based portfolios to allow for standardized customization in sync with investor profile and also customized portfolio as per suitability and specific requirements of the client. The general objective is to formulate and device the investment philosophy to achieve long term growth of capital.

2. Types of Securities:

The portfolio manager/fund manager shall invest in all such types of securities as defined in above (Please refer to definitions) and in all such securities as permissible from time to time.

Consistent with the investment objective and subject to Regulations, the corpus will be invested in any of (but not exclusively) the following securities:

- i. Equity and equity-related securities including convertible bonds (including equity-linked debentures) and debentures and warrants carrying the right to obtain equity shares;
- ii. Securities issued/guaranteed by the Central, State Governments and local governments (including but not limited to coupon bearing bonds, zero coupon bonds, and treasury bills);
- iii. Obligations of Banks (both public and private sector) and Development Financial Institutions like Certificate of Deposits (CDs), Coupon bearing Bonds, Zero Coupon Bonds;
- iv. Money Market instruments permitted by SEBI/RBI;
- v. Certificate of Deposits (CDs);
- vi. Commercial Paper (CPs);
- vii. Mutual Fund units, Fixed Deposits, Bonds, debentures etc.;
- viii. Units of venture funds;
- ix. Securitization instruments;
- x. Foreign securities as permissible by Regulations from time to time;
- xi. Any other securities and instruments as permitted by the Regulations from time to time.

The securities mentioned above could be listed, unlisted, privately placed, secured, unsecured, rated or unrated and of any maturity. The securities may be acquired through Initial Public Offerings (IPOs), secondary market operations, private placement, rights offer or negotiated deals.

Prinipankar Sarkar
APodder



3. Minimum Investment Amount:

The Portfolio Manager will not accept an initial corpus of less than Rs. 50.00 lacs or such minimum amount as specified by SEBI from time to time. The client may on one or more instances or on a continual basis, make further placements of funds/securities under the services. The uninvested amounts forming part of the Client's Assets may be at the discretion of the Portfolio Manager held in cash or deployed in liquid fund schemes, money market instruments, exchange traded index funds, debt-oriented schemes of mutual funds, gilt schemes, bank deposits and other short-term avenues for investment. The Portfolio Manager may call for the amount in tranches which shall be detailed in a separate Schedule. The Portfolio Manager will, however, be at liberty to call for the amounts payable under the tranches ahead of the dates for payment mentioned in the said Schedule of the agreement by giving a prior written notice of 14 days to the Client. The Client has the option to pay such amounts ahead of the dates to the Portfolio Manager if he/it deems fit.

4. Investment Approach:

A. Value investing strategy : multi-cap

a) Investment Objective:

Our investment approach will include steady compounders which are currently out of flavour of the market. It will also include high and longevity growth companies – although we would not like to pay up for the same. We are looking to invest in securities where there is a price and value discrepancy across different market capitalization. Our investment objective is to compound the capital at a high rate of return without taking excessive risk.

b) Types of securities:

Direct Equity and Equity Exchange Traded Funds. Liquid Funds and Arbitrage Funds for the purpose of temporary investments.

c) Basis of selection of Securities:

Our investment philosophy is to identify deep value companies that are available at low to fair valuations that we believe have potential to do well in the future. It shall be sector (large cap or mid cap space) agnostic and could be in any industry (consumer, financial, manufacturing, commodities etc.)

d) Allocation of portfolio across types of securities:

Asset Allocation Pattern	Min	Max
Direct Equity and Equity Exchange Traded Funds	0%	100%

e) **Appropriate benchmark to compare performance and basis for choice of benchmark:**
S&P BSE 500

f) **Indicative tenure or investment horizon:**
3-5 years

g) **Risks associated with the investment approach:**
Please refer section on risk factors in Disclosure Document.

h) **Other salient features, if any.**
Constant effort to minimize risk by systematic profit & loss booking.

i) **Onboarding Clients**

The Portfolio Manager may:

- i. Empanel Distributors/Registered Investment Advisors to on-board the Client
- ii. On-board the Client directly without intermediation of any Distributors

5. **Investments in Group/Associate Companies of the Portfolio Manager:**

The Portfolio Manager may utilize the services of the Sponsor, Group Companies and / or holding company and / or any other subsidiary or associate company established or to be established at a later date, in case such a company is in a position to provide requisite services to the Portfolio Manager. The Portfolio Manager will conduct its business with the aforesaid companies (including their employees or relatives) on commercial terms and on arm's length basis and at mutually agreed terms and conditions and to the extent permitted under SEBI Regulations after evaluation of the competitiveness of the pricing offered and the services to be provided by them.

6. **Risk Factors:**

- 1) Investments in securities are subject to market risks and include price fluctuation risks. There are no assurances or guarantees that the objectives of investments in securities will be achieved. These investments may not be suited to all categories of investors.
- 2) 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, the relatively small number of scrips accounting for the large proportion of trading volume. Consequently, the Portfolio Manager provides no assurance of any guaranteed returns on the Portfolio.
- 3) The past performance of the Portfolio Manager is not indicative of future performance. Investors are not being offered any guaranteed or indicative returns.
- 4) 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 Portfolio Manager'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.
- 5) Investment decisions made by the Portfolio Manager may not always be profitable.



Priyanka Sarkar
AP Poddar



- 6) Investments made by the Portfolio Manager are subject to risks arising from the investment objective, investment strategy, and asset allocation.
- 7) 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.
- 8) 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 Funds 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.
- 9) 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 a direct or indirect impact on the investments, and consequently the growth of the Portfolio.
- 10) 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 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. 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 of the plan 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.
- 11) 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 creditworthiness of the issuer and general market risk.
- 12) Interest Rate Risk: 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 the interest rate rises, the value of a portfolio of fixed income securities can be expected to decline.
- 13) Acts of State, or sovereign action, acts of nature, acts of war, civil disturbance are extraneous factors which can impact the Portfolio.
- 14) 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, investee company's refusal to register a Security due to legal stay or otherwise, disputes raised by third parties.



Priyanka Sarkar
AP Poddar



- 15) Reinvestment Risk: This risk arises from the uncertainty in the rate at which cash flows from an investment may be reinvested. This is because the bond will pay coupons, which will have to be reinvested. The rate at which the coupons will be reinvested will depend upon prevailing market rates at the time the coupons are received.
- 16) 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.
- 17) 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, scheme specific risk factors of each such underlying scheme, including the performance of their underlying stocks, derivatives instruments, stock lending, off-shore investments etc., will be applicable in the case of investments in mutual fund units. In addition, events like a 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 the performance of the investment in mutual fund units.
- 18) Specific Risk Disclosures associated with investments in Securitized Debt Instruments
- a) Presently, the secondary market for such securitized papers is not very liquid. This could limit the ability of the portfolio manager to resell them. Even if sales were to take place, these secondary transactions may be at a discount to the initial issue price due to changes in the interest rate structure.
- b) Securitized transactions are normally backed by a pool of receivables and credit enhancement as stipulated by the rating agency, which differs from issue to issue. Delinquencies and credit losses may cause depletion of the amount available under the Credit Enhancement and thereby the Investor Payouts may get affected if the amount available in the Credit Enhancement facility is not enough to cover the shortfall.
- 19) The Portfolio Manager is neither responsible nor liable for any losses resulting from the Services.
- 20) Clients are not being offered any guaranteed/assured returns.
- 21) The investments under the Portfolio may be concentrated towards equity/equity related instruments of companies primarily belonging to a single or few sectors and hence shall be affected by risks associated with those sectors.
- 22) The Clients may not be able to avail of securities transaction tax credit benefit and/or tax deduction at source (TDS) credit and this may result in an increased incidence of tax on the Clients. The Client may incur a higher rate of TDS/ Dividend Distribution Tax in case the investments are aggregated in the name of the Portfolio Management Portfolio/Product.
- 23) The arrangement of pooling of funds from various Clients and investing them in Securities could be construed as an 'Association of Persons' (AOP) in India under the provisions of the Income-tax Act, 1961 and taxed accordingly.
- 24) 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.
- 25) After accepting the corpus for management, the Portfolio Manager may not get an opportunity to deploy the same or there may be a delay in deployment. In such a situation the Clients may suffer opportunity loss.
- 26) 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



Priyanka Sarkar
APR 2014



interests, rights or obligations with regard to the Portfolio except as may be provided in the Agreement and in the Regulations.

- 27) 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 was negotiated by the Portfolio Manager with an investee company or its shareholders may no longer be available to the Client.
- 28) Changes in Applicable Law may impact the performance of the Portfolio.
- 29) Derivative transactions may be prone to problems of liquidity, mispricing, lack of or improper correlation with assets or such other reasons.
- 30) Derivative transactions require maintenance of margins, adequate control mechanisms forecasting ability, etc.
- 31) Risks pertaining to stock lending: In the case of stock lending, risks related to the defaults from counterparties with regard to securities lent and the corporate benefits accruing thereon, the inadequacy of the collateral and settlement risks.
- 32) Risk arising out of non-diversification, if any.
- 33) Specific Risk Disclosures associated with investments in Securitized Debt Instruments
 - a) Presently, the secondary market for such securitized papers is not very liquid. This could limit the ability of the portfolio manager to resell them. Even if sales were to take place, these secondary transactions may be at a discount to the initial issue price due to changes in the interest rate structure.
 - b) Securitized transactions are normally backed by a pool of receivables and credit enhancement as stipulated by the rating agency, which differs from issue to issue. Delinquencies and credit losses may cause depletion of the amount available under the Credit Enhancement and thereby the Investor Payouts may get affected if the amount available in the Credit Enhancement facility is not enough to cover the shortfall.
- 34) Specific risk and disclosures associated with investment in Structured Products like Index Linked Debentures
 - The Structured Products like Index linked - Non-Convertible Debentures may lead to a portion of the funds being deployed in the derivatives markets including in the purchase of options. These investments are high risk, high return as they may be highly leveraged. A small movement in the underlying index could have a large impact on their value and may result in a loss.
 - The Issuer of Equity index-linked debentures or any of its Agents, from time to time may have long or short positions or make markets including in indices, futures, and options. The value of these Debentures invested into on behalf of clients could be adversely impacted by a price movement in the above securities.

Priyanka Sarkar
APoddar



- The Structured Products, even after being listed, may not have a market at all;
- The returns on the Structured Products, including those linked to the may be lower than prevailing market interest rates or even zero or negative depending entirely on the movement in the underlying index and futures values as also that over the life of the Debentures. Consequently, the Debenture holder may receive no income/return at all or negative income/return on the Debentures, or less income/return than the Debenture holder may have expected, or obtained by investing elsewhere or in similar investments.
- In the case of Equity Index-Linked Debentures, in the event of any discretions need to be exercised, in relation to method and manner of any of the computations including due to any disruptions in any of the financial markets or for any other reason, the calculations cannot be made as per the method and manner originally stipulated or referred to or implied, such alternative methods or approach may be at the discretion of the by the issuer and may include the use of estimates and approximations.
- At any time during the life of such Structured Products, the value of the Debentures may be substantially less than its redemption value. Further, the price of the Debentures may go down in case the credit rating of the Issuer goes down;
- The return and/or maturity proceeds hereon may not be guaranteed or insured in any manner by The Issuer of Structured Products.

7. Details of investments in the securities of related parties of the Portfolio Manager

Investments in the securities of associates/related parties of Portfolio Manager:

Sr. No.	Investment Approach, if any	Name of the associate/ related party	Investment amount (cost of investment) as on last day of the previous calendar quarter (INR in crores)	Value of investment as on last day of the previous calendar quarter (INR in crores)	Percentage of total AUM as on last day of the previous calendar quarter

8. Diversification Policy

Portfolio diversification is an important risk management strategy used in investing which allows to reduce risks by allocating the funds in multiple categories of the equities. It helps in mitigating the risk associated with the consolidated investment portfolio. The portfolio manager shall focus through a collection of core holdings and may or may not seek diversification across the various sectors of equity markets. Equities shall be chosen on the basis of the various selection criteria from the wide range of market capitalization, from SMEs to large capitalized equities.

Priyanka Sarkar
Ap Boddar



9. **Client Representation:**

a) **Details of client's accounts active:**

As on

Since business has not been started on the date of this Disclosure document, the same is not applicable.

Sr. No.	Category of clients	No. of clients	Funds managed (amt in Rs. Lakhs)	Discretionary/ Non-Discretionary (if available)
i)	Associates/group companies			
	- Individual	N.A.	N.A.	N.A.
	- Corporate	N.A.	N.A.	N.A.
	Subtotal (i)	-	-	-
ii)	Others:			
	- Individual	N.A.	N.A.	N.A.
	- Corporate	N.A.	N.A.	N.A.
	Subtotal (ii)	-	-	-
	TOTAL (i) + (ii)	-	-	-

b) **Complete Disclosure in respect of transactions with related parties as per the Accounting standards specified by the Institute of Chartered Accountants of India:**

The details of related parties transaction based on audited accounts for the year ended March 31, 2024 are given as below:

a) **List of Related Parties**

Name of the Party	Relationship
Priyanka Sarkar	Partner
Ankit Poddar	Partner
Vishwanshu Agarwal	Partner

b) **Transactions with Related Parties**

Name of the Party	Nature of Transaction	Year ended 31 st March, 2024
N.A.	N.A.	N.A.

c) **Balance outstanding of Related Parties**

Name of the Party	Nature of Transaction	Year ended 31 st March, 2024
N.A.	N.A.	N.A.

Priyanka Sarkar
APoddar



10. The Financial Performance of Portfolio Manager:

10.1 Capital Structure (Rs. in lakhs)

Particulars	As on 31 March 2024
a) Partner's Capital	
Fixed Capital Contribution	15.00000
Current Capital Contribution	(4.36434)
Total	10.63566

10.2 Deployment of Resources (Rs. in lakhs)

Particulars	As on 31 March 2024
(a) Fixed Assets	-
(b) Plant & Machinery & Office Equipment's	-
(c) Investments	-
(d) Others	-
Total	-

10.3 Major Sources of Income: (Rs. in lakhs)

Particulars	As on 31 March 2024
• Revenue from Operations	-
• Other Income	-
Total	-

10.4 Net Profit (Rs. In lakhs)

Particulars	As on 31 March 2024
Profit Before Tax	(4.36434)
Profit After Tax	(4.36434)

**The company is a newly incorporated entity and has infused the requirement amount of net worth as required under the SEBI (Portfolio Managers) Regulations 2020 as on 23 April 2024.*

Priyanka Sarkar
APBodda



11. Performance of the Portfolio Manager for the last 3 years:

In the performance/returns table below, please note the following:

- I. Performance/returns are calculated using the "Time Weighted Rate of Return" method in terms of Regulation 22 of SEBI (Portfolio Managers) Regulations 2020.
- II. Returns are net of all fees and expenses.

Since this is the first year of registration, the same is not applicable.

Particulars	Year Ended
Portfolio Performance (%), Net of all fees and Charges levied by the Portfolio Manager	N.A.
Benchmark Performance	N.A.

12. Audit Observation:

There are no observations made by the statutory auditor of the Portfolio Manager for the preceding FY 2023-24.

13. Fees and Services Charged (To be based on actuals):

1. **Investment Management Fee i.e.,** Fixed Fees are charged up to 2% of the AUM (To be accrued on daily closing AUM and charged on monthly basis). Management Fee carries all indirect taxes as applicable.
2. **Performance Management Fee i.e.,** A performance fees based on profit slabs is charged up to 20% of the return over and above the hurdle rate of 10% to be charged annually or upon withdrawal of the funds by the client on High Water Mark Principle.

High Water Mark Principle: High Water Mark shall be the highest value that the portfolio/account has reached. Value of the portfolio for computation of high watermark shall be taken to be the value on the date when performance fees are charged.

The portfolio manager shall charge performance based fee only on increase in portfolio value in excess of the previously achieved high water mark.

3. Exit Load:

Exit Load will be charged to the Client as per below mentioned slabs: NIL

- a. In the first year of investment, maximum of 1.5% of the amount redeemed.
- b. In the second year of investment, maximum of 1% of the amount redeemed.
- c. In the third year of investment, maximum of 0.5% of the amount redeemed.

After a period of three years from the date of the investment, no exit load will be charged to the Clients.



Prigankar Sarkar
AP Poddar



4. The fees charged to the client for PMS Service comes under "Fees for technical services" under Sec 194J of the Income Tax Act 1961. This section calls for withholding tax on the fees that the client pays to the portfolio manager if he or she falls under
 - An Individual / HUF whose total sales / gross receipt or turnover from business or profession carried on by him exceed the monetary limit specified under clause (a) or clause (b) of Sec. 44AB during the previous year immediately preceding the financial year.
 - Corporates.
5. **Custodian fee / Depository Charges& Fund Accounting Charges:** Charges relating to custody and transfer of shares, bonds, and units, opening and operation of demat account, dematerialization and rematerialization, and/or any other charges in respect of the investment etc. The actual fees levied by the custodian for custody, demat charges and fund accounting shall be charged to the client as mentioned in the agreement with the client and as agreed between the Portfolio Manager and the Custodian from time to time.
6. **Registration and transfer agents' fees:** Fees payable for the Registrars and Transfer Agents in connection with effecting the transfer of any or all of the securities and bonds including stamp duty, cost of affidavits, notary charges, postage stamps, and courier charges.
7. **Brokerage, transaction costs, and other services:** The brokerage and other charges like stamp duty, transaction cost and statutory levies such as GST, securities transaction tax, turnover fees, and such other levies as may be imposed upon from time to time.
8. **Fees and charges in respect of investment in mutual funds:** Mutual Funds shall be recovering expenses or management fees and other incidental expenses and such fees and charges shall be paid to the Asset Management Company of the Mutual Funds on behalf of the Client. Such fees and charges are in addition to the portfolio Management fees described above.
9. **Certification charges or professional charges:** The charges are payable to professional services like accounting, taxation, certification and any other legal services, etc.
10. **Securities lending and borrowing charges:** The charges pertaining to the lending of securities, costs of borrowings and costs associated with the transfer of securities connected with the lending and borrowing transfer operations.
11. **Any incidental and ancillary out of pocket expenses:** All incidental and ancillary expenses not recovered above but incurred by the Portfolio Manager on behalf of the client shall be charged to the Client.
12. The portfolio manager shall deduct directly from the cash account of the client all the fees/costs specified above. Other expenses, which could be attributable to the Portfolio Management, would also be directly deducted and the client would be sent a statement about the same.

Rijankar Sarkar
APoddar



13. The fee so charged may be a fixed fee or performance-based fee or a combination of both as agreed in the agreement.

Note: All the Operating expenses excluding brokerage, over and above the fees charged for Portfolio Management Service, shall not exceed 0.5% per annum of the client's average daily Assets under Management (AUM). It shall include charges payable for outsourced professional services like accounting, auditing, taxation and legal services etc. for documentation, notarizations, certifications, attestations required by Bankers or regulatory authorities including legal fees and day-to-day operations charges etc.

14. Taxation:

The following information is based on the law in force in India at the date hereof. This information is neither a complete disclosure of every material fact of the Income-tax Act, 1961 nor does constitute tax or legal advice. This information is based on the Portfolio Manager's understanding of the Tax Laws as of this date of Disclosure Document. Investors / clients should be aware that the fiscal rules/ tax laws may change and there can be no guarantee that the current tax position may continue indefinitely. In view of the individual nature of the tax consequences, each investor / client is advised to consult his/ her/its own professional tax advisor. The information/data herein alone is not sufficient and shouldn't be used for the development or implementation of an investment strategy and should not be construed as investment advice.

Income on Investment in Securities is subject to tax in the following manner:

- Dividends declared by Indian companies will be taxed at the applicable income slab rate from FY 2020-21 onwards. Further, such dividend received by a recipient will also attract tax deduction at source (TDS) at 10* per cent, if it exceeds INR 5,000 in a financial year. Further, dividends declared by all mutual funds are also taxable in the hands of Investors in the same manner.
- Interests on Investment are taxable except in certain cases where it is exempted from tax under Income Tax Act 1961.
- Calculation of tax :-

Type of instrument	Period of holding immediately preceding the date of transfer	
Listed securities and units of equity oriented Mutual Fund	More than 12 months	Long-term Capital Asset
	12 months or less	Short-term Capital Asset



Prigankar Sarkar
AP Poddar



Unlisted shares and securities (excluding market linked debentures, bonds and specified mutual funds ¹)	More than 24 months	Long-term Capital Asset
	24 months or less	Short-term Capital Asset
Market linked debentures, bonds and specified mutual funds ¹	Irrespective of the period of holding, these capital assets should be treated as a deemed short-term capital asset	

Tax Rates in case of residents for FY 2024-25²

Nature of Income	Tax rate for investors who are resident companies	Tax rate for any other resident investors
	%	%
Short-term capital gains on transfer of (i) listed equity shares on a recognized stock exchange, (ii) to be listed equity shares sold through offer for sale and on which Securities Transaction Tax (STT) has been paid, (iii) units of equity oriented mutual fund or (iv) units of business trust and on which applicable STT has been paid	20	20
Other short-term capital gains (including unlisted bonds/debentures, market linked debentures, and specified mutual funds)	22 ³ or 25 ⁴ or 30 (as applicable)	As per slab rates – highest rate being 30

¹ Specified Mutual Fund" means a Mutual Fund by whatever name called, where not more than thirty five per cent of its total proceeds is invested in the equity shares of domestic companies. From AY 2026-27, "Specified Mutual Fund" means a Mutual Fund by whatever name called, investing more than 65% of its total proceeds in debt and money market instruments (defined as any security classified or regulated as such, by the SEBI) or a fund investing 65% or more of its total proceeds in units of a such Mutual Fund referred herein.

² The rates in the table will be increased by applicable surcharge and health and education cess.

³ 22% (plus applicable surcharge and health and education cess) subject to satisfying conditions enlisted in Section 115BAA of the ITA

⁴ 25% (plus applicable surcharge and health and education cess) in case the turnover of the resident corporate investor does not exceed INR 4000 million during financial year 2022-23

Long-term capital gains exceeding INR 1.25 lakh on transfer of (i) listed equity shares on a recognized stock exchange, provided STT has been paid both at the time of acquisition and sale of such shares; (ii) units of equity oriented mutual fund; (iii) units of business trust on a recognised stock exchange and on which STT has been paid	12.50	12.50
Long-term capital gains on transfer of listed securities (other than units of specified mutual funds), listed bonds and listed debentures and on which STT has not been paid	12.5	12.5
Long-term capital gains on transfer of unlisted securities (other than unlisted bonds and unlisted debentures)	12.5	12.5

Note 1: Capital gains arising from redemption of units of a specified mutual fund and market linked debentures, unlisted bonds/ debentures are deemed to be a short-term capital gain.

Note 2: No indexation benefit is available on long term capital gains w.e.f. 23 July 2024.

Long-term capital gains on transfer of unlisted securities (other than unlisted bonds and unlisted debentures)	12.5	12.5
--	------	------

Note 1: Capital gains arising from redemption of units of a specified mutual fund and market linked debentures, unlisted bonds/ debentures are deemed to be a short-term capital gain.

Note 2: No indexation benefit is available on long term capital gains w.e.f. 23 July 2024.

Prigankar Sarkar
H. Poddar



TDS

If any tax is required to be withheld on account of any future legislation, the portfolio manager shall be obliged to act in accordance with the regulatory requirements in this regard. Interest would be subject to tax as per prevailing provisions of the Income Tax Act, 1961.

Advance Tax Obligations

It shall be the client's responsibility to meet the advance tax obligations payable on the due dates as per the Income Tax Act, 1961.

Provisions of Income Tax Act 1961, undergoes change frequently and is also based on the status of the client, thus the client is advised to consult his/her tax consultant for appropriate advice on the tax treatment of income indicated herein.

The fees charged to the client for PMS come under the ambit of "fees for technical services" under Section 194J of the Income Tax Act, 1961("the Act"). As the section calls for withholding tax, the client is required to withhold tax @ 10 % excluding service tax, on the fees that the client pays to the Portfolio Manager if he/she falls under the following two categories:

- a) An Individual / HUF whose total sales / gross receipt or turnover from business or profession carried on by him exceed the monetary limit specified under clause (a) or clause (b) of Sec. 44AB during the previous year immediately preceding the financial year.

In respect to the above TDS provision please note that in the Act No 23 of Finance Act, 2019 a new section i.e. 194M has been inserted with effect from 01.09.2019 which specifies that:

Any Person being individual or a Hindu undivided family other those required to deduct income tax as per the provision of section 194J mentioned in (a) above shall at the time of credit of such sum or at the time of payment of such sum in cash or by issue of cheque or draft or by any other mode whichever is earlier, deduct an amount equal to five percent of such sum as income tax thereon if aggregate of sum, credited or paid to a resident during the financial year exceeds fifty lakh rupees.

b) Corporate/ Partnership Firms / LLP

This implies the Client (as mentioned in point 'a' and 'b' above) while making payment of the fees would deduct tax at Source. The taxes payable on any transactions entered into or undertaken by the Portfolio Manager on behalf of the client, whether by way of deduction withholding, payment or other, shall be fully borne by the client. Payment of the tax shall be the personal responsibility and liability of the client. In case the client deducts and pay the withholding tax, the client shall provide Tax Deduction Certificate in Form No. 16A as prescribed under the Income Tax Rules, 1962 to the Portfolio Manager within 30 days from the date of filing return or due date of filing TDS Return for the quarter whichever is earlier. The Portfolio Manager is not by law, contract or otherwise required to discharge any obligation on behalf of the client to pay any taxes payable by the clients.



Priyanka Sarkar
APD



15. Accounting Policies:

1. **Basis of accounting**

- a. Books and Records for each product will be separately maintained in the Back-office software (with Fund Accountant) in the name of the client to account for the assets and any additions, income, receipts and disbursements in connection therewith, as provided by the SEBI (Portfolio Management) Regulations, 2020, and SEBI (Investment Advisers) Regulations, 2013 as amended from time to time.
- b. Accounting under the respective portfolios will be done in accordance with Generally Accepted Accounting Principles except with Point (a) of Income/Expenses.
- c. Transactions for purchase and sale of investments are recognized as of the trade date. In determining the holding cost of investments and the gain or loss on sale of investment, the first-in-first-out method is followed. The same is done at the product level. The cost of the investments acquired or purchased would include brokerage, stamp charges, and any charges customarily included in the broker's contract note or levy by any statute except STT (Securities Transaction Tax). Securities Transaction Tax incurred on buying and selling of securities is charged to revenue account.
- d. Realized Gains/Losses are calculated by applying the First in/ First Out method.
- e. Where eligible securities have been received from the client towards corpus, the closing market value of the previous day of activation of account/receipt of securities (in case of the additional corpus) is considered as a capital contribution and deemed to be the cost of investments for the purpose of tracking performance.
- f. Unrealized gains/losses are the differences in between the current market values/NAV and the historical cost of the securities.

2. **Income/expenses**

- a. All investment income and Expenses are accounted on accrual basis except Custodian, Fund Accounting, audit fees & Depository charges which are accounted on cash basis.
- b. The dividend is accrued on the Ex-date of the securities and the same is reflected in the clients' books on the ex-date.
- c. Similarly, bonus shares are accrued on the ex-date of the securities and the same are reflected in the clients' books on ex-date.
- d. In case of fixed income instruments, purchased/sold at Cum-interest rates, the interest component up to the date of purchase/sale is taken to interest receivable/payable account.
- e. Further, Mutual Fund dividend shall be accounted for.

3. Books of accounts would be separately maintained in the name of the client as are necessary to account for the assets and any additions, income, receipts and disbursements in connection therewith as provided under SEBI (Portfolio Managers) Regulations, 2020.

4. **Audit**

- a. The Portfolio accounts of the Portfolio Manager shall be audited annually by an independent chartered accountant and a copy of the certificate issued by the chartered accountant shall be given to the client.



Prayankar Sarkar
APBddar



- b. The client may appoint a chartered accountant to audit the books and accounts of the Portfolio Manager relating to his transactions and the Portfolio Manager shall co-operate with such chartered accountant in course of the audit.

The Accounting Policies and Standards as outlined above are subject to changes made from time to time by Portfolio Manager. However, such changes would be in conformity with the Regulations.

16. Agreement:

1. The Portfolio Manager before taking up an assignment of management of funds or portfolio of securities on behalf of the client, enters into an agreement in writing with such client clearly defining the inter se relationship and setting out their mutual rights liabilities and obligations relating to the management of funds or portfolio of securities, containing such details as per the regulations.
2. The money or securities accepted by the portfolio Manager shall not be invested or managed by the Portfolio Manager except as mentioned in terms of the agreement between the Portfolio Manager and the client.
3. The Portfolio Manager shall not change any terms of the agreement without prior written consent of the client.
4. Generally, The term of the PMS Agreement shall initially be for a period of one year from the Activation Date ("Term") or longer if agreed mutually and, unless terminated by either Party in accordance with the terms of the PMS Agreement, shall be deemed to be automatically renewed from the next day of date of expiry of the Term on the such terms and conditions as may be mutually agreed upon by the Parties in writing, till any further communication by either of the party to terminate the same. The Client shall be entitled to terminate the PMS Agreement before the expiry of the term according to with the terms/clauses specified in the said agreement.

17. Rights and Liabilities of the Client:

1. Rights:

- a. The client has a right to obtain a copy of the Disclosure Document prior to signing the agreement.
- b. Client shall obtain reports for a period not exceeding six months containing details as specified in regulation 31(1) and as agreed in the agreement with the portfolio manager except for the auditor's report which shall be submitted annually.
- c. The portfolio manager shall provide to the client with a transaction statement once in a quarter or as stated in the agreement with the client.
- d. The client will be provided a statement reflecting portfolio status and a statement of profit and loss on a quarterly basis.

2. Liabilities & Duties

- a. The liability of the client shall be to the extent of his investments.
- b. The client shall maintain utmost secrecy with regard to investment made by the Portfolio Manager on its behalf. In no case shall the Client replicate for its or for the benefits of others, the investments made by the Portfolio Manager.



Priyanka Sarkar
APBodla



- c. The client shall disclose to the Portfolio Manager from time to time whether it is privy to price sensitive information, such that a conflict of interest may arise where the Portfolio Manager to buy Securities on behalf of the Client.
- d. The Client shall pay the agreed fees at the agreed times to the Portfolio Manager in the manner as provided in the agreement.
- e. The Client shall not directly dispose of or acquire any Securities held in the portfolio, except as agreed by the Portfolio Manager. The Custodian appointed under the Custodian Agreement shall not be authorized to accept the instructions directly from the client. The Client shall not issue any direct instructions to the Custodian or the broker in this respect. In case the client issues any instructions directly to the Custodian or the broker, the Portfolio manager shall not be responsible for any loss or claim or damage arising there from. In any such case, in respect of any sale, the sale proceeds shall be made over by the Client to the Portfolio Manager as part of the investible funds and in case of any purchase, the client shall make payment directly to the Seller.
- f. The Client shall within seven days notify the Portfolio Manager if it notices any discrepancies or shortfalls in the Custodian holding statement. In case the Client does not notify the Portfolio Manager of any discrepancies or shortfalls in the Custodian holding statement the same shall be deemed to be correct.
- g. The Client shall plan and pay any tax (long term or short-term capital gains, income tax etc.) and other governmental liabilities that may arise as a consequence of the portfolio transactions on its account. The Portfolio manager shall during its meeting with the Client be available to help the Client plan its tax outflows. However, it should be clearly understood that tax considerations should not be allowed to supersede investment decisions even though the Portfolio Manager recognizes the desirability post tax returns.
- h. The Client shall render all possible assistance, and provide requisite information for the purpose of assisting the Portfolio Manager in determining, evaluating and investing the available funds of the Client. The Client shall also immediately provide to the Portfolio Manager any information in respect to the investments or possible investments as may be available with it.
- i. The Client agrees that the investments made by the Portfolio Manager shall be at the sole discretion, judgment and opinion of the Portfolio Manager in case of discretionary portfolio management service.

18. Rights, Duties and Liabilities of the Portfolio Manager

1. The Portfolio Manager shall act in fiduciary capacity with regard to the Client's funds. It shall not derive any benefit from the Client's funds or Securities purchased for the Client and shall strive to safeguard the Client's interests to the best of its ability at all times.
2. The Portfolio Manager shall provide the Client with a formal Portfolio Valuation Statement. The Portfolio Manager shall make itself available for consultation with the Client at least once every six months.
3. The Portfolio Manager shall ensure proper and timely handling of complaints from the Clients and take appropriate action immediately.
4. The Portfolio Manager will make best efforts to safeguard the Client's interests with regard to dealings with capital market intermediaries such as brokers, custodians, bankers etc. Any contract or understanding arrived at by the Portfolio



Prigankar Sarkar
AP Poddar



Manager with any such intermediary shall be strictly on behalf of the Client, and the Portfolio Manager shall not be responsible for the due performance of the contract or understanding by the intermediary.

5. The Portfolio Manager shall on a best effort basis, assist the Custodian in attending to the complaints of the Client in respect of the non-receipt of dividends, bonus shares, interest, receipt of entitlements and subscription of right shares, transfer of shares and the like. However, the responsibility and liability in respect of the aforesaid shall be entirely that of the Custodian.
6. The Portfolio Manager:
 - a. Shall not trade on margin or on a speculative basis on behalf of the Client. All transaction shall be on delivery basis.
 - b. Shall not pledge or give on loan securities held on behalf of Client to a third person without obtaining a written permission from the Client.
 - c. The portfolio manager can also invest funds of his clients in derivatives or as specified in the contract but will not leverage portfolio in respect of investment in derivatives.
7. The Portfolio Manager shall furnish the following reports periodically to the Client (not exceeding a period of three months and as and when required by the client). Such report shall contain the following details namely.
 - a. Report on the composition and value of the portfolio, description of securities, number of securities, value of each security held in the portfolio, cash balance, aggregate value of the Portfolio, interest accrued etc. as on the date of the report.
 - b. Report on transactions undertaken during the period of report including date of transaction and details of purchases and sales.
 - c. Report on beneficial interest received during that period in respect of interest, dividend, bonus shares, rights shares and debentures.
 - d. Report on expenses incurred in managing the portfolio.
 - e. Details of risk foreseen by the Portfolio Manager and the risk relating to the Securities recommended by the Portfolio Manager for investment.
 - f. Default in payment of coupons or any other default in payments in the underlying debt security and downgrading to default rating by the rating agencies, if any.
 - g. Details of commission paid to Distributor(s) for the particular client.
8. The Portfolio Manager shall, ordinarily purchase or sell securities separately for each Client. However, in the event of aggregation of purchases or sales for economy of scale, allocation shall be done on a pro-rata basis at the weighted average price of the day's transactions. The Portfolio Manager shall not keep any open position in respect of allocation of sales or purchases affected in a day.



Pranjankar Sarkar
APPOddar



19. Termination of Agreement:

1. Notwithstanding anything contained above, the funds or securities can be withdrawn or taken back by the client before the maturity of the contract under the following circumstances, namely –
 - a. Voluntary or compulsory termination of portfolio management services by the Portfolio Manager or the client.
 - b. Suspension or cancellation of the certificate of registration of the Portfolio manager by the Board.
 - c. Bankruptcy or liquidation of the Portfolio Manager.
2. There shall be written intimation about such termination by the terminating party.
3. On termination of the agreement, the Portfolio Manager shall give a detailed statement of accounts to the client and settle the account with the client as agreed in the agreement.

20. Disclaimer by Portfolio Manager:

Prospective investors should review / study this 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), capitalization, capital gains, any distribution, and other tax consequences relevant to their portfolio, acquisition, holding, capitalization, 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.

21. Investor Services:

(i) The details of the investor relation officer who shall attend to the investor queries and complaints are mentioned here below:

Name of the person	Prathamesh Vardam
Designation	Finance/Accounts and Investor Relation
Address	207/208, Cama Industrial Estate, Sun Mill Compound, Lower Parel, Delisle Road, Mumbai 400013, Maharashtra, India Phone: +91 (0)22 4067 9100
Email	prathamesh.vardam@square64.com
Investor Grievance Email ID	grievances@square64.com
Telephone	8655232539

The official mentioned above will ensure prompt investor services. The portfolio manager will ensure that this official is vested with the necessary authority, independence and the means to handle investor complaints.

(ii) Grievances redressal and Dispute settlement mechanism.

Grievances, if any, that may arise pursuant to the Portfolio Management Services Agreement entered into shall as far as possible be redressed through the administrative mechanism by the Portfolio Manager and are subject to SEBI (Portfolio Managers) Regulations 2020 and any



Prithankar Sarkar
AP Roddar



amendments made thereto from time to time. However, all the legal actions and proceedings are subject to the jurisdiction of the court in Mumbai only and are governed by Indian laws.

The Portfolio Manager will endeavor to address all complaints regarding service deficiencies or causes for grievance, for whatever reason, in a reasonable manner and time. If the Investor remains dissatisfied with the remedies offered or the stand taken by the Portfolio Manager, the investor, and the Portfolio Manager shall abide by the following mechanisms: -

All disputes, differences, claims and questions whatsoever arising between the Client and the Portfolio Manager and/or their respective representatives shall be settled in accordance with the provision of The Arbitration and Conciliation Act, 1996 or any statutory requirement, modification or re-enactment thereof for the time being in force. Such arbitration proceedings shall be held at Mumbai or such other place as the Portfolio Manager thinks fit.

Alternatively, with effect from September 2011, SEBI has launched a new web-based centralized grievance system called SCORES i.e. SEBI Complaints Redressal System, for online filing, forwarding, and tracking of resolution of investor complaints. The Client may also make use of the SCORES facility for any escalations on redressal of their grievances. Following is the link to visit the website and inform their dispute/complaints against the company.

<https://scores.gov.in/scores/complaintRegister.html>

SEBI vide press release PR No. 80/2012 dated 30th August' 2012 has extended its toll-free helpline service for Investors (1800 22 7575 / 1800 266 7575) to Saturday and Sunday from the existing Monday to Friday. The service on Saturday and Sunday would be available initially to investors from all over India in English, Hindi, Marathi, and Gujarati from 9:30 a.m. to 5:30 p.m. For any queries/ feedback or assistance, the Client may also e-mail to sebi@sebi.gov.in

Arbitration:

The agreement with the client shall be governed by construed and enforced in accordance with the laws of India. Any dispute with the client shall at first be settled by mutual discussion, failing which the same will be referred to and settled by arbitration in accordance subject to the provisions of the Arbitration and Conciliation Act, 1996 or any statutory modification/enactment thereof for the time being in force. A sole arbitrator will be appointed by mutual consent of the portfolio manager and the client. The arbitration shall be held in Mumbai and be conducted in the English language. Any action or suit involving the agreement with a client or the performance of the agreement by either party of its obligations will be exclusively in courts located at any place in India subject to the jurisdiction clause in the portfolio agreement.

22. Anti-Money Laundering Compliances:

The Government of India has put a policy framework to combat money laundering through the Prevention of Money Laundering Act, 2002 (PMLA 2002). PMLA 2002 and the Rules notified there under (PMLA Rules) came into effect from July 1, 2005. Director, FIU-IND, and Director (Enforcement) have been conferred with exclusive and concurrent powers under relevant sections of the Act to implement the provisions of the Act. Consequently, SEBI has mandated that all registered intermediaries formulate and implement a comprehensive policy framework on anti-money laundering and adopt 'Know Your Customer' (KYC) norms.



Prinyankar Sarkar
APD



Further, SEBI vide Circular No. SEBI/HO/MIRSD/DOS3/CIR/P/2018/104 dated 03rd February, 2023 (which supersedes all the earlier circular) issued a '**Master Circular for Guidelines on Anti-Money Laundering (AML) Standards and Combating the Financing of Terrorism (CFT) /Obligations of Securities Market Intermediaries under the Prevention of Money Laundering Act, 2002 and Rules framed thereunder**' consolidating all the requirements/instructions/obligations of Securities Market Intermediaries.

Accordingly, the investors should ensure that the amount invested by them is through legitimate sources only and does not involve and are not designed for the purpose of any contravention or evasion of any Act, Rules, Regulations, Notifications or Directions of the provisions of Income Tax Act, Prevention of Money Laundering Act, Anti-Corruption Act and or any other applicable laws enacted by the Government of India from time to time. The Portfolio Manager is committed to complying with all applicable anti-money laundering laws and regulations in all of its operations. Accordingly, the Portfolio Manager reserves the right to reject or refund or freeze the account of the client if the client doesn't comply with the internal policies of the Portfolio Manager or any of the Applicable Laws including the KYC requirements.

The Portfolio Manager shall not be held liable in any manner for any claims arising whatsoever on account of freezing the account/rejection or refund of the application etc. due to non-compliance with the provisions of any of the aforesaid Regulations or Applicable Laws.

Investors are requested to note that KYC is mandatory for all investors. SEBI vide circular no. MIRSD/SE/Cir-21/2011 dated October 5, 2011, and CIR/MIRSD/ 11/2012 dated September 5, 2012, has mandated that the uniform KYC form and supporting documents shall be used by all SEBI registered intermediaries in respect of all new clients from January 1, 2012. Further, SEBI vide circular no. MIRSD/Cir-23/2011 dated December 2, 2011, has developed a mechanism for centralization of the KYC records in the securities market to bring about uniformity in securities markets.

Accordingly, KYC registration is being centralized through KYC Registration Agencies (KRA) registered with SEBI. Thus each investor has to undergo a uniform KYC process only once in the securities market and the details would be shared with other intermediaries by the KRA. Applications shall be liable to be rejected if the investors do not comply with the aforesaid KYC requirements.

As per the 2015 amendment to PML (Maintenance of Records) Rules, 2005 (the rules), every reporting entity shall capture the KYC information for sharing with the Central KYC Records Registry in the manner mentioned in the Rules, as per the KYC template for 'Individuals' finalized by CERSAI. Accordingly, the KYC template finalized by CERSAI shall be used by the registered intermediaries as Part I of AOF for individuals.

23. List of Approved Share Brokers involved for Portfolio Management activities:

Sr. No.	Name	SEBI Registration No
1	Antique Stock Broking Limited	INZ000001131
2	Nuvama Wealth and Investment Ltd (Formerly Edelweiss Broking Ltd)	INZ000005231

24. Other Disclosures by Portfolio Manager:

- The company has outsourced its fund accounting and custodial service.
- The company may undertake proprietary investment in its independent capacity.

25. General:

- The portfolio manager and the client can mutually agree to be bound by specific terms through a written two-way agreement between themselves in addition to the standard agreement.

Note :- This is revised Disclosure Document of the Square 64 Capital Advisors LLP and replaces the earlier Disclosure Document dated 18/09/2024

For SQUARE 64 CAPITAL ADVISORS LLP



Priyankar Sarkar
(Partner)



Ankit Poddar
(Partner)



Place: Mumbai
Date: 07/11/2024



FORM C***SECURITIES AND EXCHANGE BOARD OF INDIA (PORTFOLIO MANAGERS) REGULATIONS, 2020
(Regulation 22)***

We confirm that:

The Disclosure Document forwarded to the Board is in accordance with the SEBI (Portfolio Managers) Regulations, 2020 and the guidelines and directives issued by the Board from time to time;

The disclosures made in the document are true, fair and adequate to enable the investors to make a well-informed decision regarding entrusting the management of the portfolio to us/investment in the Portfolio Management.

The Disclosure Document has been duly certified by an independent Chartered Accountant M/s. PKJ & Co, Chartered Accountants, Mumbai, Phone No. 9320778228, firm registration number 124115W on 07/11/2024.



Date: 07/11/2024
Place: Mumbai

Signature of the Principal Officer
Mr. Priyanka Sarkar



