

DISCLOSURE DOCUMENT

(As per the requirement of Regulation of SEBI (Merchant Bankers) Regulations, 1992)

- (i)** The document has been prepared in accordance with the Securities and Exchange Board of India (Merchant Bankers) Regulations, 1992, as amended from time to time as per the requirement.
- (ii)** The purpose of the Document is to provide essential information about the Merchant Banking Services in a manner to assist and enable the investors/clients in making an informed decision for engaging a Merchant Banker.
- (iii)** The document contains necessary information about the Merchant Banker required by an investors/client before availing services, and the investors/clients may also be advised to retain the document for future reference.
- (iv)** This Document is dated 01-10-2023.

Details of the Merchant Banker

Name of Merchant Banker	:	PRP Professional Edge Associates Pvt Ltd.
SEBI Registration Number	:	INM000012786 (Dated: May 06, 2020)
Registered Office Address	:	508, 5th Floor, Eros City Square, Rosewood City, Sector - 49-50, Gurugram - 122018, Haryana
Phone No(s)	:	0124-4249000
E-mail address	:	info@prpedge.com
Website	:	www.prpedge.com

Details of the Compliance Officer

Name of Compliance Officer	:	Prashant Kamble
E-mail address	:	compliance@prpedge.com
Mobile No.	:	+91 9654358204

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Contents of Disclosure Document

(1) Disclaimer clause:

The particulars given in this Document have been prepared in accordance with the SEBI (Merchant Bankers) Regulations, 1992 as amended till date. 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 (Merchant Bankers) Regulations, 1992 and as amended from time to time and the circulars/guidelines issues from time to time there under shall be applicable.

(2) Description about Merchant Banker:

(i) History, Present business, and Background of the Merchant Banker:

(a) History of the Merchant Banker:

The company was incorporated on 26th June, 2013 as “PRP Professional Edge Associates Pvt Ltd.” under Companies Act, 1956 and having its registered office at 508, 5th Floor, Eros City Square, Rosewood City, Sector – 49-50, Gurugram – 122018, Haryana which is changed from ES-343, ESPACE Nirvana Country, Sector – 50, Gurugram – 122018, Haryana and was formed with a vision to change the financial landscape, Mr. Puneet Pandey and Mrs. Rashmi Pandey started their own venture, and made PRP amongst the leading financial services firms in India & one of the top 10 mobilizers in DCM placements¹, along with garnering large AUA’s for Merchant Banking Services.

¹ Prime Database league table for Debt Private Placements FY 2015-16.

(b) Present Business and Background:

“PRP Professional Edge Associates Pvt Ltd” is SEBI Registered Merchant Banker Merchant Banker. PRP has been serving its esteemed clientele since 2013. PRP as one of the prominent financial services firms, focuses on providing specialized Merchant Banking, Investment Banking and Debt Capital Markets Advisory Services. These include services related to fund raisings as well financial/strategic advisory assignments. MB, IB and DCM services are extended to our diversified clientele including fund-raising Corporates and Financial Institutions and investors including Funds, HNI’s, Family Offices, etc. PRP also has a fully operational and dedicated team especially for the advisory business to service Earmarked & Retiral Benefit Funds/PF Trust on an exclusive basis.

(ii) Directors and Promoters of the Merchant Banker:

Mr. Puneet Pandey and Mrs. Rashmi Pandey are the Promoters and Managing Directors of PRP Professional Edge Associates Pvt Ltd.

(a) Directors:

The Directors of the Company are as below:

- Mr. Puneet Pandey
- Mrs. Rashmi Pandey
- Mr. Prakhar Pandey

(b) Director's backgrounds

- **Mr. Puneet Pandey:** An MBA Finance, a successful leader visionary and pioneer in the financial services industry having 28 years of experience spanning across Investment Banking - Capital Markets, Investment Assets Distribution & Wealth Management, Proprietary Book Management and Merchant Banking. He has successfully led and worked at leadership roles with highly reputed & established brands: Morgan Stanley, Ashok Leyland Investment Services, Mata Securities, SPA Capital, Religare, & JM Financial across asset classes, in this field.
- **Mr. Rashmi Pandey:** A postgraduate in Personnel Management and an experienced professional having a generalist HR background and management skills that have been honed through managing multi skilled teams. Accomplished in executing entire gamut of tasks in recruitment encompassing screening, short listing, selection, and appointment, of candidates over the years.
- **Mr. Prakhar Pandey:** An MBA graduate along with multiple certifications in Financial Advisory & Insurance Broking (Singapore), he brings in international exposure of having worked with multinationals like Prudential, DBS, & Religare Macquarie. His area of expertise varies in Institutional Banking, Wealth Management, Investment Banking, DCM and Merchant Banking Services. He has also done his bachelors from NMIMS University, Mumbai majoring in finance. With an exclusive outlook towards Singapore's & London's financial industry and a fresh young perspective, he provides a unique approach to PRP to spread across nations.

(iii) Group Companies under the same Management as per section 370(1B) of the Companies Act, 1956, of the Merchant Banker in India):

- (a) PRP Edge Wealth Advisors Pvt Ltd.
(b) PRP Realty Pvt Ltd.

(3) 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 Merchant Banker observed by the Board or any regulatory agency:	None

5	Any inquiry/ adjudication proceedings initiated by the Board against the Merchant Banker or its directors, principal officer or employee or any person directly or indirectly connected with the Merchant Banker 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

(4) Details of Services Offered / Proposed to be Offered

- (i)** Scope of Services to be provided by the Merchant Banker will be limited/subject to the Merchant Banking Services which are permitted activity under SEBI (Merchant Bankers) Regulations, 1992 including guidelines issued by SEBI and the Merchant Banker shall act in a fiduciary capacity.

The Scope of Services covered under this Agreement is as follows:

- a) Management of any issue, including preparation of prospectus, gathering information relating to the Issue, determining financing structure, tie up of financiers, final allotment, and refund of excess application money.
- b) Investment Adviser.
- c) Manager, Consultant, or Adviser to any issue including corporate advisory services.
- d) Consultant or Adviser.

Any other services as may be mutually agreed between the Merchant Banker and the Client as per the applicable law for the time being in force.

(5) Risk Factors:

- (i)** 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.
- (ii)** The value of the Portfolio may increase or decrease depending upon various market forces and factors affecting the capital markets such as de-listing of Securities, market closure, the relatively small number of scripts accounting for the large proportion of trading volume. Consequently, the Merchant Banker provides no assurance of any guaranteed returns on the Portfolio.
- (iii)** The past performance of the Merchant Banker is not indicative of future performance. Investors are not being offered any guaranteed or indicative returns.
- (iv)** Investment decisions advised by the Merchant Banker may not always be profitable.
- (v)** Investments advised by the Merchant Banker are subject to risks arising from the investment objective, investment strategy, and asset allocation.
- (vi)** All transactions of purchase and sale of securities advised by Merchant Banker and its employees who are directly involved in investment operations shall be disclosed if found

having conflict of interest with the transactions in any of the client's portfolio.

- (vii)** 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 regarding industry and exports may have a direct or indirect impact on the investments, and consequently the growth of the Portfolio.
- (viii)** Liquidity Risk: Liquidity of investments in 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.
- (ix)** 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.
- (x)** 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.
- (xi)** Acts of State, or sovereign action, acts of nature, acts of war, civil disturbance are extraneous factors which can impact the Portfolio.
- (xii)** 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.
- (xiii)** 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.
- (xiv)** 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 Merchant Banker will attempt to maintain a diversified Portfolio to minimize this risk.
- (xv)** 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.

(xvi) Prospective clients should review / study the Disclosure Document carefully and in its entirety and shall not construe the contents hereof or regard the summaries contained herein as advice relating to legal, taxation, or financial / investment matters and are advised to consult their own professional advisor(s) as to the legal, tax, financial or any other requirements or restrictions relating to the subscription, gifting, acquisition, holding, disposal (sale or conversion into money) of Portfolio and to the treatment of income (if any), 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.

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

(6) Fees and Services Charged (To be based on actual):

- (i) Merchant Banking Services Fee i.e.,** Fixed Fees charged as agreed with the client wide terms and conditions mentioned in the agreement relating to the Merchant Banking Services offered to the Clients.
- (ii) Certification charges or professional charges:** The charges are payable to professional services like accounting, taxation, certification, and any other legal services, etc.
- (iii) Stamp Duty:** As may be applicable at actuals.
- (iv) Goods & Services Tax:** As applicable from time to time.
- (v)** Any incidental and ancillary out of pocket expenses: All incidental and ancillary expenses not recovered above but incurred by the Merchant Banker on behalf of the client shall be charged to the Client.
- (vi)** The fee so charged may be a fixed fee or performance-based fee or a combination of both as agreed in the agreement.
- (vii)** Merchant Banker shall not charge any entry/setup fees to Clients at the time of onboarding except the specific charges applicable for execution of the agreement and related documents for account opening.

(7) 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	Prashant Kamble
Designation	Compliance Officer
Email	compliance@prpedge.com
Investor Grievance Email ID	investor_grievance@prpedge.com
Mobile No.	+91 9654358204

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

- (ii) Grievance's redressal and Dispute settlement mechanism.
Grievances, if any, that may arise pursuant to the Merchant Banking Services Agreement entered shall as far as possible be redressed through the administrative mechanism by the Merchant Banker and are subject to SEBI (Merchant Banker) Regulations 2020 and any 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 Merchant Banker 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 Merchant Banker, the investor, and the Merchant Banker shall abide by the following mechanisms: -

All disputes, differences, claims and questions whatsoever arising between the Client and the Merchant Banker 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 Merchant Banker 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.

You can also lodge your grievances/complaints with SEBI at <https://scores.gov.in>

Additionally, you may also download the SEBI SCORES app from [Play Store](#) and [App Store](#)

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 Merchant Banker 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.

(8) Disclosures with respect to own Holding Position in Financial Products / Securities

The Company may invest/ divest in various securities/investments, from time to time at its own discretion which will be undertaken by a separate and dedicated team for its own proprietary purposes. The said segregation will ensure avoidance of conflict of interest regarding the Merchant Banking and related business of the Company. Such proprietary investment transactions may at times be contrary to the investment advice.

(9) Actual Or Potential Conflicts of Interest

- (i) The company has separate division for providing the Merchant Banking services. These services shall be provided by company by maintaining an arm's length relationship with its subsidiaries and associate which are engaged in other businesses. Appropriate Chinese walls are also maintained in the manner as expected SEBI (Investment Advisers) Regulations, 2013.
- (ii) The company and its other divisions, subsidiaries, group, associate companies are engaged in providing various financial services and in connection with any advice provided by the company on securities or investment products so offered by the group companies, the said group companies may earn fees or remuneration in form of arranger fees, distribution fees, depository fees, referral fees, advisory fees, management fees, Commission, brokerage, transaction charges, issue management fees and other fees.
- (iii) The company may advise clients on securities but does not enter into Principal-to-Principal transactions with its advisory clients for such securities. Non-Merchant Banking clients may enter transactions on Principal to Principal with the company or its subsidiaries in the normal course of its business for transacting in select securities, where the company or its subsidiaries/group company would act as a seller or a buyer of the security.

- (iv) The company and the Investment Advisers of the company who provide the investment advice to the clients, shall draw the client's attention to the warnings, disclaimers in documents, advertising materials relating to an investment product/s which he/she/they is/are recommending to the client/s.
- (v) The company while providing investment advice shall make adequate disclosure to the Client of all material facts relating to the key features of the products/ securities including performance track record. The company does not warrant that the financial plan is free from errors and makes no warranty of accuracy, completeness, timeliness, functionality, reliability, or suitability of the information given herein. Investments are subject to market/credit risks and there is no assurance or guarantee that the investment objectives shall be achieved. A brief regarding the risk associated with the investment products are available in client agreement, same may be referred before investing in advised product or securities.

(10) Conclusions:

We trust that, before executing on the advice of the Merchant Banker, our Relationship Manager has provided you with all the information about the products, risk factors etc., and you have gone through all the relevant information about the product being advised and have sought requisite clarification about the same. The Company shall maintain complete confidentiality of all information provided by the client/s and shall not disclose any such information, without your prior consent except if such disclosure is required to be made in compliance with any applicable law or regulatory direction.
