

INVESTOR CHARTER IN RESPECT OF PORTFOLIO MANAGEMENT SERVICES

A. Vision and Mission Statements for investors.

Vision:

To implement diligently researched customized investment strategies which help clients meet their long-term financial goals in a risk appropriate manner.

Mission:

To ensure that the PMS industry provides a viable investment avenue for wealth creation by adopting high levels of skill, integrity, transparency and accountability.

B. Details of business transacted by the organization with respect to the investors.

- a. appropriate risk profiling of investors
- b. to provide Disclosure Document to investors
- c. executing the PMS agreement
- d. Making investment decisions on behalf of clients (discretionary) or investment decisions taken at the discretion of the clients (non-discretionary) or advising clients regarding their investment decisions (advisory), as the case may be.

C. Details of services provided to investors and estimated timelines: -

i. Discretionary & Non-Discretionary Portfolio Management Services (PMS): -

Under these services, all the clients must do, is to give their portfolio in any form i.e., in stocks or cash or a combination of both. The minimum size of the portfolio under the Discretionary and/ or Non-Discretionary Portfolio Management Service should be Rs.50 lakhs as per SEBI Regulations and SEBI Master circulars. However, the PMS provider reserves the right to prescribe a higher threshold product-wise or in any other manner at its sole discretion. The PMS provider will ascertain the client's investment objectives to achieve optimal returns based on their risk profile. Under the Discretionary Portfolio Management service, investment decisions are at the sole discretion of the PMS provider if they are in sync with the client's investment objectives. Under the Non-Discretionary Portfolio Management service, investment decisions are taken at the discretion of the client.

ii. Investment Advisory Services: -

Under these services, the investor is advised on buy/sell decision within the overall profile without any back-office responsibility for trade execution, custody of securities or accounting functions. The PMS provider shall be solely acting as an Adviser to the Client and shall not be responsible for the investment/divestment of securities and/or administrative activities on the client's portfolio. The PMS provider shall act in a fiduciary capacity towards its Client and shall maintain arm's length relationship with its other activities. The PMS provider shall provide advisory services in accordance with guidelines and/or directives issued by the regulatory authorities and/or the Client from time to time in this regard.

iii. Client On-boarding

- a. Ensuring compliance with KYC and AML guidelines.
- b. franking & signing the Power of Attorney to make investment decisions on behalf of the client.
- c. opening demat account and funding of the same from the client's verified bank account and/or transfer of securities from verified demat account of the client and
- d. Mapping the said demat account with Custodian.

iv. Ongoing activities

- a. To provide periodic statements to clients as provided under the PMS Regulations 2020 and other SEBI notifications and circulars ("PM Regulations") and
- b. Providing each client an audited account statement on an annual basis which includes all the details as required under the PM Regulations.

v. Fees and Expenses

Charging and disclosure of appropriate fees & expenses in accordance with the PMS Regulations.

vi. Closure and Termination

Upon termination of PMS Agreement by either party, the securities and the funds lying in the account of the client shall be transferred to the verified bank account/ demat account of the investor.

vii. Grievance Redressal

Addressing in a time bound manner investor's/ clients queries, service requests and grievances, if any, on an ongoing basis.

Timelines of the services provided to clients are as follows:

Sr. No.	Service / Activity	Timeline
1	Opening of PMS account (including demat account) for residents.	7 days from receipt of all requisite documents from the client, subject to review of the documents for accuracy and completeness by portfolio manager and allied third party service providers as may be applicable.
2	Opening of PMS account (including demat account) for non-individual clients.	14 days from receipt of all requisite documents from the client, subject to review of the documents for accuracy and completeness by portfolio manager and allied third party service providers as may be applicable.
3	Opening of PMS account (including demat account, bank account and trading account) for non-resident clients.	14 days from receipt of all requisite documents from the client, subject to review of the documents for accuracy and completeness by portfolio manager and allied third party service providers as may be applicable.
4	Registration of nominee in PMS account and demat account.	Registration of nominee should happen along with account opening, therefore turnaround time should be same as account opening turnaround time.
5	Modification of nominee in PMS account and demat account.	10 days from receipt of requisite nominee modification form, subject to review of the documents for accuracy and completeness

		by portfolio manager and allied third party service providers as may be applicable.
6	Uploading of PMS account in KRA and CKYC database.	10 days from date of account opening (Portfolio Manager may rely on the custodian for updating the same).
7	Whether portfolio manager is registered with SEBI, then SEBI registration number.	At the time of client signing the agreement; this information should be a part of the account opening form and disclosure document.
8	Disclosure about latest networth of portfolio manager and total AUM.	Disclosure of portfolio manager's total AUM - monthly to SEBI Disclosure of latest networth should be done in the disclosure document whenever there are any material changes.
9	Intimation of type of PMS account – discretionary.	At the time of client signing the agreement; this information should be a part of the account opening form.
10	Intimation of type of PMS account - non discretionary.	At the time of client signing the agreement; this information should be a part of the account opening form.
11	Intimation to client what discretionary account entails and powers that can be exercised by portfolio manager.	At the time of client signing the agreement; this information should be a part of the account opening form.
12	Intimation to client what non-discretionary account entails and powers that can be exercised by portfolio manager.	At the time of client signing the agreement; this information should be a part of the account opening form.
13	Copy of executed PMS agreement sent to client.	Within 3 days of client request.

14	Frequency of disclosures of available eligible funds.	All details regarding client portfolios should be shared quarterly (point 26).
15	Issuance of funds and securities balance statements held by client.	This data should be shared on a quarterly basis or upon client request.
16	Intimation of name and demat account number of custodian for PMS account.	Within 3 days of PMS and demat account opening.
17	Conditions of termination of contract.	At the time of client signing the agreement; this information should be a part of the account opening form.
18	Intimation regarding PMS fees and modes of payment or frequency of deduction.	At the time of client signing the agreement; this information should be a part of the account opening form.
19	POA taken copy providing to client.	Within 3 days of client request.
20	Intimation to client about what all transactions can portfolio manager do using PoA.	At the time of client signing the agreement; this information should be a part of the account opening form.
21	Frequency of providing audited reports to clients	Annual.
22	Explanation of risks involved in investment.	At the time of client signing the agreement; this information should be a part of the account opening form.
23	Intimation of tenure of portfolio investments.	Indicative tenure should be disclosed at the time of client signing the agreement; this information should be a part of the account opening form.
24	Intimation clearly providing restrictions imposed by the investor on portfolio manager.	Negative list of securities should be taken from the client at the time of client signing the agreement; this information should be a part of the account opening form.

25	Intimation regarding settling of client funds and securities.	Settlement of funds and securities is done by the Custodian. The details of clients' funds and securities should be sent to the clients in the prescribed format not later than on a quarterly basis.
26	Frequency of intimation of transactions undertaken in portfolio account.	Not later than on a quarterly basis or upon clients' request.
27	Intimation regarding conflict of interest in any transaction.	The portfolio manager should provide details of related party transactions and conflict of interest in the Disclosure Document which should be available on website of portfolio manager at all times.
28	Timeline for providing disclosure document to investor/client.	The latest disclosure document should be provided to investors/clients prior to account opening and the latest disclosure documents should be available on website of portfolio manager at all times.
29	Intimation to investor/client about details of bank accounts where client funds are kept.	Within 3 days of PMS and demat account opening
30	Redressal of investor grievances.	• Within 21 Calendar days*, subject to all the information required to redress the complaint is provided by the complainant to the portfolio manager. • The investor/client after exhausting the options of taking it to the concerned market participant and has escalated same through the SCORES Portal in accordance with the process laid down in SCORES Guidelines.

		If the investor/ client still not satisfied with the outcome, then, he/she/they can initiate dispute resolution through ODR Portal https://smartodr.in/login.**
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Notes:

1 The number of days in the above timelines indicate clear working days

*The 30 days timeline for redressing grievance has been reduced by SEBI to 21 Calendar days through SEBI Circular no: SEBI/HO/OIAE/IGRD/CIR/P/2023/156.

**The clause is inserted from the SEBI Corrigendum cum amendment circular dated 04th August 2023, this amends the circular on Online Resolution of Disputes in the Indian Securities Market dated 31st July 2023.

D. Details of grievance redressal mechanism and how to access it

1. It is mandatory for every PMS provider to register itself on SEBI SCORES 2.0¹ (SEBI Complaint Redress System). SCORES 2.0 is a centralised online complaint resolution system through which the complainant can take up his grievance against the PMS provider and subsequently view its status.

(<https://scores.sebi.gov.in/>)

2. The details such as the name, address and telephone number of the investor relations officer of the PMS provider who attends to the investor queries and complaint should be provided in the PMS Disclosure document.

3. The grievance redressal and dispute mechanism should be mentioned in the Disclosure Document.

4. Investors/Clients may approach SEBI for redressal of their complaints. On receipt of complaints, SEBI takes up the matter with the concerned PMS provider and follows up with them.

¹ SEBI press release PR. No. 06/2024 dated April 01, 2024

5. Investors may send their complaints to: Office of Investor Assistance and Education, Securities and Exchange Board of India, SEBI Bhavan. Plot No. C4-A, 'G' Block, Bandra-Kurla Complex, Bandra (E), Mumbai - 400 051.

E. Expectations from the clients (Responsibilities of clients)

1. Check registration status of the intermediary from SEBI website before availing services.
2. Submission of KYC documents and application form in a timely manner with signatures in appropriate places and with requisite supporting documents.
3. Read carefully terms and conditions of the agreement before signing the same.
4. Thorough study of the Disclosure Documents of the PMS to accurately understand the risks entailed by the said investment in PMS.
5. Accurate and sincere answers given to the questions asked in the 'Risk Questionnaire' shall help the PMS provider properly assess the risk profile of the investor.
6. Thorough study of the quarterly statements sent by the PMS provider to the client intimating about the portfolio's absolute and relative performance, its constituents and its risk profile.
7. Ensure providing complete details of negative list of securities as part of freeze instructions at the time of entering into PMS agreement and every time thereafter for changes, if any, in a timely manner.
8. To update the PMS provider in case of any change in the KYC documents and personal details and to provide the updated KYC along with the required proof.

INVESTOR CHARTER IN RESPECT OF INVESTMENT ADVISORY SERVICES

A. Vision and Mission Statements for Investors

- **Vision**

Invest with knowledge & safety.

- **Mission**

Every investor should be able to invest in right investment products based on their needs, manage and monitor them to meet their goals, access reports and enjoy financial wellness.

B. Details of business transacted by the Investment Adviser with respect to the investors

- To enter into an agreement with the client providing all details including fee details, aspects of Conflict of interest disclosure and maintaining confidentiality of information.
 - To do a proper and unbiased risk – profiling and suitability assessment of the client.
 - To conduct audit annually.
 - To disclose the status of complaints on its website.
 - To disclose the name, proprietor name, type of registration, registration number, validity, complete address with telephone numbers and associated SEBI Office details (i.e. Head office/ regional/ local Office) on its website.
 - To employ only qualified and certified employees.
 - To deal with clients only from official number
 - To maintain records of interactions, with all clients including prospective clients (prior to onboarding), where any conversation related to advice has taken place.
 - To ensure that all advertisements are in adherence to the provisions of the Advertisement Code for Investment Advisers
 - Not to discriminate in terms of services provided, among clients opting for same/similar products/services offered by investment adviser.
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C. Details of services provided to investors (No Indicative Timelines)

- Onboarding of Clients
 - o Sharing of agreement copy
 - o Completing KYC of clients
- Disclosure to Clients
 - o To provide full disclosure about its business, affiliations, compensation in the agreement.
 - o To not access client's accounts or holdings for offering advice.
 - o To disclose the risk profile to the client.

- o To disclose any conflict of interest of the investment advisory activities with any other activities of the investment adviser.
 - o To disclose the extent of use of Artificial Intelligence tools in providing investment advisory services.
 - To provide investment advice to the client based on the risk-profiling of the clients and suitability of the client.
 - To treat all advisory clients with honesty and integrity.
 - To make adequate disclosure to the investor of all material facts such as risks, obligations, costs, etc. relating to the products or securities advised by the adviser.
 - To provide clear guidance and adequate caution notice to clients when providing investment advice for dealing in complex and high-risk financial products/services.
 - To ensure confidentiality of information shared by clients unless such information is required to be provided in furtherance of discharging legal obligations or a client has provided specific consent to share such information.
 - To disclose the timelines for the various services provided by the investment adviser to clients and ensure adherence to the said timelines.
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D. Details of grievance redressal mechanism and how to access it

1. Investor can lodge complaint/grievance against Investment Adviser in the following ways:

Mode of filing the complaint with investment adviser

In case of any grievance / complaint, an investor may approach the concerned Investment Adviser who shall strive to redress the grievance immediately, but not later than 21 days of the receipt of the grievance.

Mode of filing the complaint on SCORES or with Investment Adviser Administration and Supervisory Body (IAASB)

- i. SCORES 2.0 (a web based centralized grievance redressal system of SEBI for facilitating effective grievance redressal in time-bound manner) (<https://scores.sebi.gov.in>)

Two level review for complaint/grievance against investment adviser:

- First review done by designated body (IAASB)
- Second review done by SEBI

- ii. Email to designated email ID of IAASB

2. If the Investor is not satisfied with the resolution provided by the Market Participants, then the Investor has the option to file the complaint/ grievance on SMARTODR platform for its resolution through online conciliation or arbitration.

3. With regard to physical complaints, investors may send their complaints to:

Office of Investor Assistance and Education, Securities and Exchange Board of India,
SEBI Bhavan, Plot No. C4-A, 'G' Block,
Bandra-Kurla Complex, Bandra (E),
Mumbai - 400 051

E. Rights of investors

- Right to Privacy and Confidentiality
 - Right to Transparent Practices
 - Right to fair and Equitable Treatment
 - Right to Adequate Information
 - Right to Initial and Continuing Disclosure
 - Right to receive information about all the statutory and regulatory disclosures.
 - Right to Fair & True Advertisement
 - Right to Awareness about Service Parameters and Turnaround Times
 - Right to be informed of the timelines for each service
 - Right to be Heard and Satisfactory Grievance Redressal
 - Right to have timely redressal
 - Right to Suitability of the Financial Products
 - Right to Exit from Financial product or service in accordance with the terms of agreement with the investment adviser
 - Right to receive clear guidance and caution notice when dealing in Complex and High-Risk Financial Products and Services
 - Additional Rights to vulnerable consumers
 - Right to get access to services in a suitable manner even if differently abled
 - Right to provide feedback on the financial products and services used
 - Right against coercive, unfair, and one-sided clauses in financial agreements
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F. Expectations from the investors (Responsibilities of investors)

- **Do's**

i. Always deal with SEBI registered Investment Advisers.

ii. Ensure that the Investment Adviser has a valid registration certificate.

iii. Check for SEBI registration number.

Please refer to the list of all SEBI registered Investment Advisers which is available on SEBI website in the following link:

<https://www.sebi.gov.in/sebiweb/other/OtherAction.do?doRecognisedFpi=yes&intmId=13>)

iv. Pay only advisory fees to your Investment Adviser. Make payments of advisory fees through banking channels only and maintain duly signed receipts mentioning the details of

your payments.

You may make payment of advisory fees through Centralised Fee Collection Mechanism (CeFCoM) of IAASB if investment adviser has opted for the mechanism.

- v. Always ask for your risk profiling before accepting investment advice. Insist that Investment Adviser provides advisory strictly on the basis of your risk profiling and take into account available investment alternatives.
- vi. Ask all relevant questions and clear your doubts with your Investment Adviser before acting on advice.
- vii. Assess the risk–return profile of the investment as well as the liquidity and safety aspects before making investments.
- viii. Insist on getting the terms and conditions in writing duly signed and stamped. Read these terms and conditions carefully particularly regarding advisory fees, advisory plans, category of recommendations etc. before dealing with any Investment Adviser.
- ix. Be vigilant in your transactions.
- x. Approach the appropriate authorities for redressal of your doubts / grievances.
- xi. Inform SEBI about Investment Advisers offering assured or guaranteed returns.
- xii. Always be aware that you have the right to exit the service of an Investment Adviser
- xiii. Always be aware that you have the right to seek clarifications and clear guidance on advice
- xiv. Always be aware that you have the right to provide feedback to the Investment Adviser in respect of services received.
- xv. Always be aware that you will not be bound by any clause, prescribed by the investment adviser, which is contravening any regulatory provisions.

• **Don'ts**

- i. Don't fall for stock tips offered under the pretext of investment advice.
- ii. Do not provide funds for investment to the Investment Adviser.
- iii. Don't fall for the promise of indicative or exorbitant or assured returns by the Investment Advisers. Don't let greed overcome rational investment decisions.
- iv. Don't fall prey to luring advertisements or market rumors.
- v. Avoid doing transactions only on the basis of phone calls or messages from any Investment adviser or its representatives.
- vi. Don't take decisions just because of repeated messages and calls by Investment Advisers.
- vii. Do not fall prey to limited period discount or other incentive, gifts, etc. offered by Investment advisers.
- viii. Don't rush into making investments that do not match your risk taking appetite and investment goals.
- ix. Do not share login credential and password of your trading, demat or bank accounts with the Investment Adviser.