INVESTOR CHARTER

A. Vision & Mission Statement

Vision Statement - Invest with knowledge & safety.

Mission Statement – 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. Products

a. **Equity Investing** - Equities, by far, have proved to be the best long-term investment tool in India for Wealth Creation and to beat the inflation as well. Equities are not risk free, but with Discipline & Consistency it is possible to convert these risks into multiple set of opportunities. With some logical risks associated with Equities, Shomesh Kumar brings his experience to you for a guided Equity investment that will have the flavour of Strategic as well as Tactical investing and Lump-sum as well as Rupee Cost Averaging, that has the ability to boost the CAGR in long-term.

b. **Financial Planning**- A goal-based advice. Shomesh Kumar works on a detailed plan based on your goals such as Retirement Planning, Children's Education, or Buying a house etc. to obtain the desired results in a more planned and organized way. Even creating a corpus for a world tour with your family or a voyage on ship post your retirement; everything can be planned well in advance with certain amount of investment discipline. As it is said, "where there is a will there is a way". Yes, this is applicable in Financial Planning too.

c. **Windfall Gain Optimal Utilization**- There are many sources from which one can get some surplus. It could be from Sale of Assets, Lump-Sum money received from an early retirement (such as Short Service Commission) etc. Also, it is equally important that these gains are preserved well and treated as Capital assets, which are put to further use in correct fashion to keep generating either annuity return or lump-sum return in future; with adequate safety of capital. Shomesh Kumar helps you with detailed customized plan for the optimal utilization of the Windfall Gain.

d. **Wealth Creation**- Creating "Parallel Source of Income" and "Long Term Investing" are the ways to create wealth. With customized plans, Shomesh Kumar helps you create wealth over time, by understanding your objectives, goals and risk appetite. A guided Asset Allocation in between the available investment products in India such as Bullion, Equities and Fixed Income etc. can be combined to benefit from the long-term economic growth of India and the world, prevailing & potential economic scenario (the cyclical nature of economy requires some tactical touch to the overall investment plan) and a variety of opportunities available in different asset classes.

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

a. 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.

b. To do a proper and unbiased risk – profiling and suitability assessment of the client.

c. To conduct audit annually.
d. To disclose the status of complaints on its website.
e. 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.
f. To employ only qualified and certified employees.
g. To deal with clients only from official number
h. To maintain records of interactions, with all clients including prospective clients (prior to onboarding), where any conversation related to advice has taken place.
i. To ensure that all advertisements are in adherence to the provisions of the Advertisement Code for Investment Advisers
j. Not to discriminate in terms of services provided, among clients opting for same/similar products/services offered by investment adviser.

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:
a. First review done by designated body (IAASB)
b. 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, the 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 Comp

E. Rights of investors

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

F. Expectations from The Investors (Responsibilities of Investors)

Do's

a. Always deal with SEBI registered Investment Advisers.
b. Ensure that the Investment Adviser has a valid registration certificate.
c. 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&intm Id=13
d. 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.
e. 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
f. alternatives.
g. Ask all relevant questions and clear your doubts with your Investment Adviser before acting on advice.
h. Assess the risk–return profile of the investment as well as the liquidity and safety aspects before making investments.
i. 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

j. etc. before dealing with any Investment Adviser.
k. Be vigilant in your transactions.
l. Approach the appropriate authorities for redressal of your doubts / grievances.
m. Inform SEBI about Investment Advisers offering assured or guaranteed returns.
n. Lodge your grievances with SEBI at https://scores.sebi.gov.in or you may also write to ay offices of SEBI. For queries, feedback or assistance, please contact SEBI office on Toll Free Helpline at 1800 22 7575 / 1800 266 7575.

Don’ts

a. Don’t fall for stock tips offered under the pretext of investment advice.
b. Do not provide funds for investment to the Investment Adviser.
c. 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.
d. Don’t fall prey to luring advertisements or market rumours.
e. Avoid doing transactions only on the basis of phone calls or messages from any Investment adviser or its representatives.
f. Don’t take decisions just because of repeated messages and calls by Investment Advisers.
g. Do not fall prey to limited period discount or other incentive, gifts, etc. offered by Investment advisers.
h. Don’t rush into making investments that do not match your risk-taking appetite and investment goals.
i. Do not share login credential and password of your trading and demat accounts with the Investment Adviser.

Most Important Terms and Conditions (MITC)

1. The Investment Adviser (IA) shall only accept payments towards its fees for Investment Advisory Services and is not permitted to accept funds or securities in its account on the client’s behalf.
2. The IA does not guarantee returns, accuracy, or risk-free investments. All advice is subject to market risks, and there is no assurance of any returns or profits.
3. Any assured/guaranteed/fixed returns schemes or any other schemes of similar nature are prohibited by law. No scheme of this nature shall be offered to the client by the IA.
4. Investment advice, only related to securities shall fall under the purview of SEBI. In case of any services offered by IA related to products/services not under the purview of SEBI, IA shall make disclosure to the client and take appropriate declaration and undertaking from the client that such products/services and the services of IA in respect of such products/services do not come under regulatory purview of SEBI and that no recourse is available to the client with SEBI for grievances related to such products/services or services of IA in respect of such products/services.
5. This agreement is for the investment advisory services provided by the IA and IA cannot execute/carry out any trade (purchase/sell transaction) on behalf of the client without his/her/its specific and positive consent on every trade. Thus, the client is advised not to permit IA to execute any trade on his/her/its behalf without explicit consent.

6. The fee charged by IA to the client will be subject to the maximum of amount prescribed by SEBI/Investment Adviser Administration and Supervisory Body (IAASB) from time to time (applicable only for Individual and HUF Clients).

   Note:
   - The current fee limit under Fixed Fee mode is Rs 1,51,000/- per annum per family of client. Under Assets under Advice (AUA) mode, maximum fee limit is 2.5 per cent of AUA per annum per family of client.
   - The IA may change the fee mode at any time with the client's consent; however, the maximum fee limit in such cases shall be higher of fee limit under the fixed fee mode or 2.5 per cent of AUA per annum per family of client.
   - The fee limits do not include statutory charges.
   - The fee limits apply only for investment advice related to securities under purview of SEBI.
   - The fee limits do not apply to a non-individual client / accredited investor.
7. IA may charge fees in advance if agreed by the client. Such advance shall not exceed the period stipulated by SEBI; presently it is maximum one year. In case of pre mature termination of the IA services by the client or the IA, the client shall be entitled to seek refund of proportionate fees only for unexpired period. However, IA is entitled to retain a maximum breakage fee of not greater than one-quarter fee.
8. Fees to IA may be paid by the client through any of the specified modes like cheque, online bank transfer, UPI, etc. Cash payment is not allowed. Optionally the client can make payments through Centralized Fee Collection Mechanism (CeFCoM), managed by BSE Limited (i.e. currently recognized IAASB).
9. The IA is expected to know the client's financial details for providing services. Hence, the client is required to share the financial information (e.g. income, existing investments, liabilities, etc.) with the IA.
10. The IA is required to carry out the client's risk profiling and suitability analysis before providing services and thereafter on an ongoing basis. The services provided will be in line with the assessed risk profile. IA shall also communicate the assessed risk profile to the client.
11. As part of conflict-of-interest management, the client or the client's family members will not be provided any distribution services by IA or any of its group entity/ family members. IA shall, wherever available, advice direct plans (non-commission based) of products only.

    The IA shall endeavour to promptly inform the client of any conflict of interest that may affect the services being rendered to the client.
12. For any grievances,

    Step 1: The client should first contact the IA using the details on its website: https://www.shomeshkumar.in/

    Step 2: If the resolution provided by IA is unsatisfactory, the client can lodge grievances through SEBI's SCORES platform at www.scores.sebi.gov.in

    Step 3: If the client remains dissatisfied with the outcome of the SCORES complaint, the client may consider the Online Dispute Resolution (ODR) through the Smart ODR portal at https://smartodr.in
13. The SEBI registration, enlistment with IAASB, and NISM certification do not guarantee the performance of IA or assure returns to the client.
14. Clients are required to keep contact details, including email id and mobile number/s updated with the IA at all times.
15. The IA shall never ask for the client's login credentials and OTPs for the client's Trading Account, Demat Account and Bank Account. Never share such information with anyone including IA.