

**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 investors 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**

- Appropriate risk profiling of investors
- To provide Disclosure Document to investors;
- Executing the PMS agreement;
- Making investment decisions on behalf of investors (Discretionary) or investment decisions taken at the discretion of the Investor(non-discretionary) or advising investors regarding their investment decisions(advisory), as the case may be.

**C. Details of services provided to investors and estimated timelines**

The Portfolio Manager presently provides discretionary portfolio management services and advisory services and if opportunity arises thereafter, then it also proposes to render non-discretionary portfolio management services. It is hereby clarified that the Portfolio Manager shall provide an option to the Client to be on-boarded directly, without intermediation of persons engaged in distribution services.

**1. Discretionary Services**

Under the Discretionary PMS, the choice as well as the timings of the investment decisions rest solely with the Portfolio Manager and the Portfolio Manager can exercise any degree of discretion in the investments or management of assets of the Client. The Securities invested / divested by the Portfolio Manager for Clients may differ from Client to Client. The Portfolio Manager's decision (taken in good faith) in deployment of the Client's account is absolute and final and cannot be called in question or be open to review at any time during the currency of the Agreement or any time except on the ground of fraud, mala fide intent, conflict of interest (other than those already disclosed in the Agreement) or gross negligence. This right of the Portfolio Manager shall be exercised strictly in accordance with the Applicable Laws. Periodical statements in respect of the Client's assets under management shall be sent to the respective Clients in accordance with the Agreement and the Regulations.

## 2. Non - Discretionary Services

Under the Non-Discretionary PMS, the assets of the Client are managed in consultation with the Client. Under this service, the assets are managed as per the requirements of the Client after due consultation with the Client. The Client has complete discretion to decide on the investment (quantity and price or amount). The Portfolio Manager *inter alia* manages transaction execution, accounting, recording or corporate benefits, valuation and reporting aspects on behalf of the Client.

## 3. Advisory Services

The Portfolio Manager provides investment advisory services, in terms of the Regulations, which includes the responsibility of advising on the portfolio strategy and investment and divestment of individual securities on the Clients Portfolio, for an agreed fee structure and for a defined period, entirely at the Client's risk; to all eligible category of Investors who can invest in Indian market. The Portfolio Manager shall be solely acting as an advisor to the portfolio of the Client and shall not be responsible for the investment / divestment of Securities and / or any administrative activities on the Client Portfolio. The Portfolio Manager shall provide advisory services in accordance with such guidelines and / or directives issued by the regulatory authorities and / or the Client, from time to time, in this regard. It is hereby clarified that minimum contribution requirement prescribed under the Regulations will not be applicable for advisory services subject to Applicable Laws.

## 4. Client on boarding

The Portfolio Manager seeks to provide the portfolio Clients a high standard of service. The Portfolio Manager is committed to put in place and upgrade on a continuous basis the systems and procedures that will enable effective servicing through the use of technology. The Client on boarding essentially involves: -

- (a) Ensuring compliance with KYC and AML guidelines.
- (b) Franking & signing the Power of Attorney to make investment decisions on behalf of the investor;
- (c) Opening demat account and funding of the same from the investor's verified bank account and/or transfer of securities from verified demat account of the investor;
- (d) Mapping the said demat account with Custodian;
- (e) Reporting portfolio actions and client statement of accounts quarterly;
- (f) Attending to and addressing any client query with least lead time;
- (g) Ensuring portfolio reviews at predefined frequency.

### **Name, address and telephone number of the investor relation officer who shall attend to the investor queries and complaints:**

Name	Kanika Agarrwal
Address	702 Amarnath Towers CHS Sanjeev Enclave Road, Seven Bungalows Versova Andheri West Mumbai-400061
Contact No	+91 98332 58135
Email id	<a href="mailto:kanika@wyridian.com">kanika@wyridian.com</a>

## 5. Ongoing Activities

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

## 6. Fees and Expenses

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

## 7. Closure and Termination

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

## 8. Grievance Redressal

The aforesaid personnel of the Portfolio Manager shall attend to and address any Client query/concern/grievance at the earliest. The Portfolio Manager will ensure that this official is vested with the necessary authority and independence to handle Client complaints.

The aforesaid official will immediately identify the grievance and take appropriate steps to eliminate the causes of such grievances to the satisfaction of the Client. Effective grievance management would be an essential element of the Portfolio Manager’s portfolio management services and the aforesaid official may adopt the following approach to manage grievance effectively and expeditiously:

- **Quick action-** As soon as any grievance comes to the knowledge of the aforesaid personnel, it would be identified and resolved. This will lower the detrimental effects of grievance.
- **Acknowledging grievance-** The aforesaid officer shall acknowledge the grievance put forward by the Client and look into the complaint impartially and without any bias.
- **Gathering facts-** The aforesaid official shall gather appropriate and sufficient facts explaining the grievance’s nature. A record of such facts shall be maintained so that these can be used in later stage of grievance redressal.
- **Examining the causes of grievance-** The actual cause of grievance would be identified. Accordingly, remedial actions would be taken to prevent repetition of the grievance.
- **Decision-making -** After identifying the causes of grievance, alternative course of actions would be thought of to manage the grievance. The effect of each course of action on the existing and future management policies and procedure would be analysed and accordingly decision should be taken by the aforesaid official. The aforesaid official would execute the decision quickly and shall endeavour to execute the same within 30 days from the day the said grievance arose.
- **Review -** After implementing the decision, a follow-up would be there to ensure that the grievance has been resolved completely and adequately.

Grievances/concerns, if any, which may not be resolved/satisfactorily addressed in aforesaid manner shall be redressed through the administrative mechanism by the designated Grievance and Compliance Officer, namely Atanuu Agarrwal and Nikhil Surender Hooda and subject to the Regulations. The Grievance and Compliance Officer will endeavour to address such grievance in a reasonable manner and time. The coordinates of the Grievance and Compliance Officer are provided as under:

Name	Atanuu Agarrwal
Designation	Grievance Officer
Address	702 Amarnath Towers CHS Sanjeev Enclave Road, Seven Bungalows Versova Andheri West Mumbai-400061
Email id	<a href="mailto:atanuu@wyridian.com">atanuu@wyridian.com</a>

Name	Nikhil Surender Hooda
Designation	Compliance Officer
Address	1 <sup>st</sup> Floor, Modi House, Off Link Road, Andheri West, Mumbai 400053
Email id	<a href="mailto:nikhil@wyridian.com">nikhil@wyridian.com</a>

If the Client still remains dissatisfied with the remedies offered or the stand taken by the Grievance and Compliance Officer, the Client and the Portfolio Manager shall abide by the following mechanisms:

Any dispute unresolved by the above internal grievance redressal mechanism of the Portfolio Manager, can be submitted to arbitration under the Arbitration and Conciliation Act, 1996. The arbitration shall be before three arbitrators, with each party entitled to appoint an arbitrator and the third arbitrator being the presiding arbitrator appointed by the two arbitrators. Each party will bear the expenses / costs incurred by it in appointing the arbitrator and for the arbitration proceedings. Further, the cost of appointing the presiding arbitrator will be borne equally by both the parties. Such arbitration proceedings shall be held at Mumbai and the language of the arbitration shall be English. The courts of Mumbai shall have exclusive jurisdiction to adjudicate upon the claims of the parties.

Without prejudice to anything stated above, the Client can also register its grievance/complaint through SCORES ([SEBI Complaints Redress System](#)), post which SEBI may forward the complaint to the Portfolio Manager and the Portfolio Manager will suitably address the same. SCORES is available at <http://scores.gov.in>.

**Timelines of the services provided to investors are as follows:**

Sr. No	Service / Activity	Timeline
1	Opening of PMS account (including demat account) for residents.	7 days from the 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 the 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 the 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 happens along with account opening; hence turnaround time will be the 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.	Yes, Portfolio manager is registered under SEBI Registration Number is INP000005953
8	Disclosure about latest Networth of portfolio manager and total AUM.	Disclosure of portfolio manager's total AUM by 7 <sup>th</sup> of the succeeding month pertaining to the reporting period. Latest Networth will be disclosed 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 is also 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 is also 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 is also 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 is also 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 will be shared quarterly.
15	Issuance of funds and securities balance statements held by client.	Reports to 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 is also 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 is also 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 is also 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 is also a part of Disclosure document
23	Intimation of tenure of portfolio investments.	At the time of client signing the agreement
24	Intimation clearly providing restrictions imposed by the investor on portfolio manager.	Negative securities (if any) are taken from the client at the time of client signing the agreement
25	Intimation regarding settling of client funds and securities.	Settling of funds and securities is done by the custodian. The details of client's funds and securities are sent on a quarterly basis in the prescribed format.
26	Frequency of intimation of transactions undertaken in portfolio account.	Not later than on a quarterly basis or upon client's request.
27	Intimation regarding conflict of interest in any transaction.	The portfolio manager's provide details of related party transactions and conflict of interest in the Disclosure Document which is available on website of portfolio manager at all times.
28	Timeline for providing disclosure document to investor.	The latest disclosure document is provided to investors prior to account opening and the latest disclosure documents is also available on website of portfolio manager at all times.
29	Intimation to investor 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 30 days, subject to all the information required to redress the complaint is provided by the complainant to the portfolio manager.

**Notes: The number of days in the above timeline indicate clear working days.**

**D. Expectations from the investors (Responsibilities of investors)**

- Check registration status of the intermediary from SEBI website before availing services;
- Submission of KYC documents and application form in a timely manner with signatures in appropriate places and with requisite supporting documents;
- Read carefully terms and conditions of the agreement before signing the same;
- Thorough study of the Disclosure Documents of the PMS to accurately understand the risks entailed by the said investment in PMS;
- 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;
- Thorough study of the quarterly statements sent by the PMS provider to the investor intimating him about the portfolio's absolute and relative performance, its constituents and its risk profile;
- 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;
- 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.