

# Arjun L

SEBI Registered Investment Advisers Registration No. INA200009564

## Investment Advisory Services Agreement

**THIS INVESTMENT ADVISORY SERVICES AGREEMENT** (the “**Agreement**”) is made on this .....

### **BETWEEN**

Arjun L, a registered investment advisor with SEBI Registration No. INA200009564 having office at office at East Street, Vanavasi PO Mettur TK, Salem, Tamil Nadu, 636457, (hereinafter referred to as the “**INVESTMENT ADVISOR**” which expression shall unless excluded by or repugnant to the context, be deemed to include its administrators and permitted assigns) of the **FIRST PART**

### **And**

Mr/Ms. .... (Client), a resident of ..... (Address of client) (hereinafter referred to as the “**CLIENT**” which expression shall unless it be repugnant to the context or be deemed to mean and include, its administrators & permitted assigns) of the **SECOND PART**;

**Both INVESTMENT ADVISOR and the CLIENT shall also hereinafter individually referred to as Party & collectively as Parties.**

Whereas the CLIENT is desirous of availing the advisory services in respect of the analysis of the investment portfolio from the Investment Advisor on the terms & conditions as described hereinafter.

### **1. APPOINTMENT OF THE INVESTMENT ADVISER:**

1.1 In accordance with the applicable laws, client hereby appoints, entirely at his / her / its risk, the Investment Adviser to provide the required services in accordance with the terms and conditions of the agreement as mandated under Regulation 19(1)(d) of the Securities and Exchange Board of India (Investment Advisers) Regulations, 2013.

### **2. CONSENT OF THE CLIENT**

2.1 “I / We have read and understood the terms and conditions of Investment Advisory services provided by the Investment Adviser along with the fee structure and mechanism for charging and payment of fee.”

2.2 “Based on our written request to the Investment Adviser, an opportunity was provided by the Investment Adviser to ask questions and interact with „person(s) associated with the investment advice”.

### **3. DECLARATION FROM THE INVESTMENT ADVISER**

3.1 Investment Adviser shall neither render any investment advice nor charge any fee until the client has signed this agreement.

3.2 Investment Adviser shall not manage funds and securities on behalf of the client and that it shall only receive such sums of monies from the client as are necessary to discharge the client’s liability towards fees owed to the Investment Adviser.

3.3 Investment Adviser shall not, in the course of performing its services to the client, hold out any investment advice implying any assured returns or minimum returns or target return or percentage accuracy or service provision till achievement of target returns or any other nomenclature that gives the impression to the client that the investment advice is risk-free and/or not susceptible to market risks and or that it can generate returns with any level of assurance.

### **4. FEES SPECIFIED UNDER INVESTMENT ADVISER REGULATIONS AND RELEVANT CIRCULARS ISSUED THEREUNDER**

4.1 Regulation 15 A of the amended IA Regulations provide that Investment Advisers shall be entitled to charge fees from a client in the manner as specified by SEBI, accordingly Investment Advisers shall charge fees from the clients in either of the two modes:

**(A) Assets under Advice (AUA) mode**

- a) The maximum fees that may be charged under this mode shall not exceed 2.5 percent of AUA per annum per client across all services offered by IA.
- b) IA shall be required to demonstrate AUA with supporting documents like demat statements, unit statements etc. of the client.
- c) Any portion of AUA held by the client under any pre-existing distribution arrangement with any entity shall be deducted from AUA for the purpose of charging fee by the IA.

**(B) Fixed fee mode**

The maximum fees that may be charged under this mode shall not exceed INR 1,25,000 per annum per client across all services offered by IA.

**4.2 General conditions under both modes**

- a) In case “family of client” is reckoned as a single client, the fee as referred above shall be charged per “family of client”.
- b) IA shall charge fees from a client under any one mode i.e. (A) or (B) on an annual basis. The change of mode shall be effected only after 12 months of on boarding/last change of mode.
- c) If agreed by the client, IA may charge fees in advance. However, such advance shall not exceed fees for 2 quarters.
- d) In the event of pre-mature termination of the IA services in terms of agreement, the client shall be refunded the fees for unexpired period. However, IA may retain a maximum breakage fee of not greater than one quarter fee.

**5. FEES APPLICABLE TO THE CLIENT AND BILLING**

5.1 Details of Fees to be charged are following:

5.2 (i) The quantum and manner of payment of fees for investment advice rendered.

(ii) Fee modalities and periodicity, by attaching a detailed fee schedule to the agreement;

(iii) Illustration(s) on how the fee will be determined;

(iv) Whether payment to be made in advance;

(v) type of documents evidencing receipt of payment of fee;

(vi) Periodicity of billing with clear date and service period.

Our Fees, Cash segment Rs 10000 / 3 months. Stock Future segment Rs 12500 / 3 months Options segment (Index option + Stock Option) Rs 12500/ 3 months. COMBO (All included) Rs 25000/ 3 months

5.3 The payment of fees shall be through any mode which shows traceability of funds. Such modes may include account payee crossed cheque/ Demand Drafts or by way of direct credit to the bank accounts through NEFT/ RTGS/ IMPS/ UPI or any other mode specified by SEBI from time to time. However, the fees shall not be in cash.

5.4 Investment Advisor shall receive all considerations by way of remuneration or compensation or in any other form from the client only and not from any person other than the client being advised, in respect of the underlying securities or investment products for which the advice is or to be provided.

**6. SCOPE OF SERVICE**

6.1 Investment Advisor may provide some or all of the following services to the Client:

6.1.1 Assist in articulating the family goals & objectives.

6.1.2 Assist in assessing the risk profile.

- 6.1.3 Develop an Investment Policy Statement based on your goals and risk profile.
- 6.1.4 Develop investment recommendations based on goals & risk profile and assist in implementing these recommendations.
- 6.1.5 Provide advice with respect to the investment in equity, mutual funds, insurance, commodities and other financial assets, as needed, and assist in implementing recommendations.
- 6.1.6 Provide advice and recommendations in any other areas of financial planning in which Advisor or Client identifies a need.

## **7. DUTIES & FUNCTIONS OF THE INVESTMENT ADVISER**

- 7.1 Investment Advisor shall provide Investment Advisory Services to the Client during the term of this Agreement on investment in all financial/investment products under all regulated authorities as is permitted under applicable laws and regulations governing Investment Advisor & the financial industry. The services rendered by the Investment Advisor are non-binding non-recourse advisory in nature and the final decision on the type of instruments; the proportion of exposure and tenure of the investments shall be taken by the Client at its discretion.
- 7.2 Investment Advisor shall act in a fiduciary capacity as one of the advisors to the Client with respect to managing its investment-related portfolio holistically & will be providing all back end supporting services. Investment Advisor shall act in a bonafide manner for the benefit and in the interest of the Client.
- 7.3 Investment Advisor shall be in compliance with the SEBI (Investment Advisers) Regulations, 2013 and its amendments, rules, circulars and notifications.
- 7.4 Investment Advisor shall be in compliance with the eligibility criteria as specified under the IA Regulations at all times.
- 7.5 Pursuant to the SEBI (INVESTMENT ADVISERS) REGULATIONS, 2013 guidelines with respect to Risk Profiling and Suitability Assessment, Investment Advisor shall conduct proper risk profiling and risk assessment for each of the clients. As per risk analysis, risk capacity, risk aversion & client requirement, the Investment Advisor needs to ensure that correct product/service as per client risk tolerance capacity is being offered, which is suitable for client.
- 7.6 Investment Advisor shall provide reports to clients on potential and current investments if requested.
- 7.7 Investment Advisor shall maintain client-wise KYC, advice, risk assessment, analysis reports of investment advice and suitability, terms and conditions document, rationale of advice, related books of accounts and a register containing list of clients along with dated investment advice in compliance with the SEBI (Investment Advisers) Regulations, 2013.
- 7.8 Investment Advisor shall get annual compliance audit conducted as per the SEBI (Investment Advisers) Regulations, 2013.
- 7.9 Investment Advisor undertakes to abide by the Code of Conduct as specified in the Third Schedule of the SEBI (Investment Advisers) Regulations, 2013. Investment Advisor shall not receive any consideration in any form, if the client desires to avail the services of intermediary recommended by Investment Advisor.

## **8. INVESTMENT OBJECTIVE AND GUIDELINES**

- 8.1 Investment Advisor would provide investment advice with respect to investment in equity, mutual funds, insurance, commodities and other financial assets, as needed.
- 8.2 Investment Advisor undertakes to recommend direct implementation of advice i.e. through direct schemes/ direct codes, and other client specifications / restrictions on investments, if any.

- 8.3 Investment Advisor shall provide investment advice based on the risk profiling conducted for the client, total budgeted investment amount of the client and time period for deployment as informed by the client.
- 8.4 Investment Advisor shall communicate the tax related aspects pertaining to investment advice and as applicable on the investment adviser's fee, if any.

## **9. RISK FACTORS**

- 9.1 Investments in securities are subject to market risks and there is no assurance or guarantee that the objective of the investments will be achieved; Past performance of the investment adviser does not indicate its future performance.
- 9.2 The performance of the investments/products may be affected by changes in Government policies, general levels of interest rates and risks associated with trading volumes, liquidity and settlement systems in equity and debt markets.
- 9.3 Investments in the products which the Clients have opted are subject to wide range of risks which inter alia also include but not limited to economic slowdown, volatility & illiquidity of the stocks, poor corporate performance, economic policies, changes of Government and its policies, acts of God, acts of war, civil disturbance, sovereign action and /or such other acts/ circumstance beyond the control of Investment Advisor or any of its Associates.
- 9.4 The names of the products/nature of investments do not in any manner indicate their prospects or returns. The performance in the equity may be adversely affected by the performance of individual companies, changes in the market place and industry specific and macro-economic factors.
- 9.5 Investments in debt instruments and other fixed income securities are subject to default risk, liquidity risk and interest rate risk. Interest rate risk results from changes in demand and supply for money and other macroeconomic factors and creates price changes in the value of the debt instruments.

## **10. VALIDITY OF ADVISORY SERVICES**

- 10.1 The validity of this agreement starts from the date of signing and will continue to be in force till any of the parties terminate it by giving 1 months' notice period.

## **11. AMENDMENTS**

- 11.1 The Investment Adviser and the client shall be entitled to make amendments to this agreement after mutual agreement. This Agreement may be amended or revised only by an instrument endorsed by the Client and by Investment Advisor.

## **12. TERMINATION**

- 12.1 This Agreement may be terminated under the following circumstances, namely-
- (a) Voluntary / mandatory termination by the Investment Adviser.
  - (b) Voluntary / mandatory termination by the client.
  - (c) Suspension/Cancellation of registration of Investment Adviser by SEBI.
  - (d) Any other action taken by other regulatory body/ Government authority.
- 12.2 In case of a voluntary termination of the agreement, the client would be required to give a 30 days prior written notice while the Investment Adviser would be required to give a 30 days prior written notice.
- 12.3 In case of suspension of the certificate of registration of the IA, the client may terminate the agreement.

## **13. IMPLICATIONS OF AMENDMENTS AND TERMINATION**

- 13.1 Notwithstanding any such termination, all rights, liabilities and obligations of the parties arising out of or in respect of transactions entered into prior to the termination of this relationship shall continue to subsist and vest in/be binding on the respective parties or his/its respective heirs, executors, administrators, legal representatives or successors, as the case may be;
- 13.2 In case the clients are not satisfied with the services being provided by the investment adviser and want to terminate/ stop Investment Advisory services or the investor adviser is unable to provide Investment Advisory services, either party shall have a right to terminate Investment Advisory relationship at any time subject to refund of advisory fee after deducting one quarters fee as breakage fee in case termination is initiated by the clients and refund of the proportionate advisory fee in case termination is initiated by Investment Adviser.
- 13.3 The Investment Advisor would provide transition support, if requested, to the client in the event of termination.

#### **14. RELATIONSHIP WITH RELATED PARTIES:**

- 14.1 Investment Adviser is carrying on its activities independently, at an arms-length basis from all other activities
- 14.2 Investment Advisor does not have any conflict of interest of the investment advisory activities with its relationship with related parties, such conflict of interest shall be disclosed to the client as and when they arise.

#### **15. INVESTMENT ADVISER ENGAGED IN OTHER ACTIVITIES**

- 15.1 Investment Adviser maintains an arms-length relationship between its activities as an investment adviser and other activities and shall ensure that this arm's length relationship would be maintained throughout the tenure of advisory service
- 15.2 Investment Adviser shall not provide any distribution services.
- 15.3 Family of an individual Investment Adviser shall not provide distribution services to the client advised by the individual Investment Adviser, for securities and investment products.
- 15.4 Investment adviser shall not provide investment advisory services, for securities and investment products, to a client who is receiving distribution services from other family members;

#### **16. REPRESENTATION TO CLIENT**

- 16.1 Investment Advisor shall ensure that it will take all consents and permissions from the client prior to undertaking any actions in relation to the securities or investment product advised by the investment adviser.

#### **17. NO RIGHT TO SEEK POWER OF ATTORNEY**

- 17.1 The Investment Adviser shall not seek any power of attorney or authorizations from its clients for implementation of investment advice.

#### **18. NO CONFLICT OF INTEREST**

- 18.1 Investment Advisor does not have any conflict of interest of the investment advisory activities, such conflict of interest shall be disclosed to the client as and when they arise.
- 18.2 Investment adviser shall not derive any direct or indirect benefit out of the client's securities/investment products.

#### **19. MAINTENANCE OF ACCOUNTS AND CONFIDENTIALITY**

- 19.1 Investment Advisor shall be responsible for maintenance of client accounts and data as mandated under the SEBI (Investment Advisers) Regulations, 2013.

19.2 Investment Advisor shall not divulge any confidential information about its client, which has come to its knowledge, without taking prior permission of its client, except where such disclosures are required to be made in compliance with any law for the time being in force.

## **20. LIABILITY OF INVESTMENT ADVISER**

20.1 Investment Advisor shall not incur any liability by reason of any loss, which a client may suffer by reason of any depletion in the value of the assets under advice, which may result by reason of fluctuation in asset value, or by reason of non-performance or under-performance of the securities/funds or any other market conditions.

## **21. REPRESENTATIONS AND COVENANTS:**

21.1 Details of name, contact no, email id, certification and qualifications of the adviser, persons associated with the investment advice

Name	Contact No.	Email	Certification	Qualification
Mr. Arjun L	9173054 37828	flyingcalls@gmail.com	1700161129 1700143969	MBA, Mcom

21.2 Investment Advisor is registered with SEBI as Investment Advisor with Registration No. INA200009564. The investment adviser got its registration on Jan 19, 2018 and is engaged in advisory services as approved under SEBI (Investment Advisers) Regulations, 2013.

21.3 Investment Advisor shall ensure that the adviser, principal officer and persons associated with the investment advice, maintains the qualification and certification throughout the validity of advisory service.

21.4 Investment Advisor shall ensure that the approvals and consents as mentioned in clause 21.1 & 21.2 remains valid throughout the advisory service.

## **22. DEATH OR DISABILITY OF CLIENT:**

22.1 The death or incapacity of the Client shall not terminate the authority of Investment Advisor granted herein until Investment Advisor receives actual notice of such death or incapacity. Upon such notice client's executor, guardian, successor, nominee, attorney-in-fact or other authorized representative must engage Investment Advisor in order to continue to service client's accounts.

## **23. DEATH OR DISABILITY OF INVESTMENT ADVISER:**

23.1 Mr./Ms. T Vijaya ("The Obligor") would be the person-in-charge in the event of investment adviser's death / disability.

Details of the Obligor PAN: AGDPV5289P

Address: Vanavasi Salem 636457

Email Address: vijayal8181@gmail.com . Contact Number: 9865977321

In the event of the above eventuality in order to ensure protection of interest of the clients and redressal of clients' claims, the Obligor shall take steps including but not limited to below:

(a) Giving notice to all clients of the occurrence of the eventuality and confirmation of having taken charge over by the Obligor (b) Settlement of account with the client (fees payable and/or fees refundable),

(c) Completion of transition of any outstanding business to another duly registered investment adviser, (d) Redressal of any outstanding or new disputes / claims of clients.

## **24. SETTLEMENT OF DISPUTES AND PROVISION FOR ARBITRATION**

24.1 No suit, prosecution or other legal proceeding shall lie against the **Investment adviser** for any damage caused or **likely** to be caused by anything which is done in **good faith** or intended to be **done** under the provisions of the Securities and Exchange Board of India (Investment Advisers) Regulations, 2013.

24.2 This Agreement is subject to the rules and regulations as are or may be framed/ issued by the Central Government, the Reserve Bank of India (RBI), SEBI and/or any other competent authority, from time to time.

24.3 All disputes, differences, claims and questions whatsoever arising from this Agreement between the Client and Investment Advisor and/or their respective representatives touching these presents shall be in accordance with and subject to the provisions of The Arbitration and Conciliation Act, 1996, or any statutory modification or re-enactment thereof for the time being in force. Such Arbitration proceedings shall be held at **Chennai** and the language of Arbitration will be English.

**25. ADHERENCE TO GRIEVANCE REDRESSAL TIMELINES**

25.1 Investment Adviser shall be responsible to resolve the grievances within the timelines specified under SEBI circulars.

**26. SEVERABILITY**

26.1 If any provision of this Agreement shall be held or made invalid by a court decision, statute, rule or otherwise, the remainder of this Agreement shall not be affected thereby

**27. FORCE MAJEURE**

27.1 The Investment Adviser shall not be liable for delays or errors occurring by reason of circumstances beyond its control, including but not limited to acts of civil or military authority, national emergencies, work stoppages, fire, flood, catastrophe, acts of God, insurrection, war, riot, or failure of communication or power supply.

27.2 In the event of equipment breakdowns beyond its control, the Investment Advisor shall take reasonable steps to minimize service interruptions but shall have no liability with respect thereto

**28. MISCELLANEOUS**

28.1 Each party agrees to perform such further actions and execute such further agreements as are necessary to effectuate the purposes hereof

28.2 Agreed and Accepted:



.....

Arjun L

**Client Signature(s)**

SEBI Regd IA

**Date:**

# Arjun L

SEBI Registered Investment Advisers Registration No. INA200009564

Contact Number : 7305437828, 9865977321 [flyingcalls@gmail.com](mailto:flyingcalls@gmail.com) / [www.flyingcalls.com](http://www.flyingcalls.com)

## Risk profiling process for the client

Full Name :- ..... Mobile No. :- .....  
 PAN Number. :- ..... Aadhar Number :- .....  
 State & City :- ..... Pin Code :- .....

Please Tick below on mentioned column for question's answer.

**1) What is your Gender ?**

Male	
Female	

**2) What is your Age Group ?**

18-30		51-60	
31-40		Above	
41-50			

**5) What is your Investment Amount**

Below 1 lac		2-5 lac	
1-2 lac		Above 5 lac	

**7) What is your Preferred Investment type**

Intraday	
Short term Positional	
Long term Positional	

**9) What is your Trading Experience**

Below 1 years	
1-3 years	
3-5 years	
Above 5 years	

**10) What is your Experience in market products**

BSE Stock		Commodity	
NSE Stock		All	
Derivatives			
Stocks			

**3) What is your Investment Goal**

Capital Appreciation	
Regular Income	
Capital Appreciation and Regular Income	

**4) What is your Gross Annual Income :-**

Below 1 lac		5-10 lac	
1-3 lac		10-25 lac	
3-5 lac		Above 25 lac	

**6) What is your Sources of Income**

**A. Primary Source**

Salary		Business	
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**B. Secondary Source**

Royalties		Rental Income	
Others (please specify) .....		Dividend Income	

**8) What is Market Value of portfolio held according to you**

Below 1 lac	
1-2 lac	
2-5 lac	
Above 5 lac	

**11) How many dependents do you financially support?**

None	
Between 1-2	
Between 2-5	
Above 5	

**13) What is your experience with Share Market ?**

Extensive experience	
Moderate experience	
Very less experience	
No experience	



12) You invest Rs1,00,000 in a share that goes down by 10% to 20% the next day. What will you do ?

Average your cost by investing another Rs1,00,000 at a lower price	
Do not bother because you had done enough research on the company	
Hold on till the share comes back to your cost price and sell it	
Book your loss and invest in fixed deposits or bonds	

14) What is your experience with investments in past ?

Very Good		Bad	
Good		Poor	
Moderate			

15) When market is not performing well do you prefer to buy risky investments and sell less risky investments?

Strongly prefer		Indifferent	
Prefer		Do not prefer	
Strongly do not prefer			

16) Risk Tolerance

High	
Medium	
Low	

17) What percentage of monthly income is allocated to pay off debt [all EMIs]?

None		20% - 35%	
0% -20%		35% - 50%	
Above 50%			

18) Occupation (please select the appropriate)

Private sector service		Business	
Public sector, Government sector		Agriculturist	
Professional		Housewife	
Retired		Dealer	
Other (Specify -		Student	

19) Are you any of the following, or are directly or indirectly related to any of the following

Civil Servant	
Politician	
Current or former head of state	
Bureaucrat (Tax authorities, Foreign Services, IAS etc),	
Current or former MP/MLA/MLC	
Connected to Media	
Connected to any company/promoter group /group of companies listed on any stock exchange	
None	

20) Would you like to take which package?

1. Index Pack (Medium Risk)	
2. Option Pack (Medium Risk)	
3. Stock Future ( High Risk)	
4. Cash segment (Medium Risk)	
5. COMBO PACK (High Risk )	

**KNOW YOUR CLIENT (KYC)**  
**APPLICATION FORM**

***For Individuals***

**Please fill this form in ENGLISH and in BLOCK LETTERS.**

PHOTOGRAPH

Please affix your recent passport size photograph and sign across it

**A. IDENTITY DETAILS**

1. Name of the Applicant: \_\_\_\_\_
2. Father's/ Spouse Name: \_\_\_\_\_
3. a. Gender: Male/ Female    b. Marital status: Single/ Married    c. Date of birth: \_\_\_\_\_(dd/mm/yyyy)
4. a. Nationality: \_\_\_\_\_    b. Status: Resident Individual/ Non Resident/ Foreign National
5. a. PAN: \_\_\_\_\_ b. Aadhaar Number, if any: \_\_\_\_\_
6. Specify the proof of Identity submitted: \_\_\_\_\_

**B. ADDRESS DETAILS**

1. Residence Address: \_\_\_\_\_  
\_\_\_\_\_ City/town/village: \_\_\_ Pin Code: \_\_\_\_\_ State: \_\_\_\_\_  
\_\_\_\_\_ Country: \_\_\_\_\_
2. Contact Details: Tel. (Off.) \_\_\_ Tel. (Res.) \_\_\_ Mobile No.: \_\_\_\_\_ Fax: \_\_\_\_\_ Email id: \_\_\_\_\_
3. Specify the proof of address submitted for residence address: \_\_\_\_\_
4. Permanent Address (if different from above or overseas address, mandatory for Non-Resident Applicant):  
\_\_\_\_\_ City/town/village: \_\_\_ Pin Code: \_\_\_\_\_ State: \_\_\_\_\_  
\_\_\_\_\_ Country: \_\_\_\_\_

**DECLARATION**

I hereby declare that the details furnished above are true and correct to the best of my knowledge and belief and I undertake to inform you of any changes therein, immediately. In case any of the above information is found to be false or untrue or misleading or misrepresenting, I am aware that I may be held liable for it.

\_\_\_\_\_  
Signature of the Applicant

Date: \_\_\_\_\_(dd/mm/yyyy)

**FOR OFFICE USE ONLY**

Originals verified and Self-Attested Document copies received

(.....)  
**Name & Signature of the Authorised Signatory**

Date .....  
**intermediary**

**Seal/Stamp of the**