

INVESTMENT ADVISORY AGREEMENT

(In accordance with SEBI (Investment Advisors) Regulations, 2013 & latest Circulars)

This Agreement is made at [City Name] on this [Date] day of [Month], [Year].

BETWEEN:

Manoj Kumar Kaushik, SEBI Registered Investment Adviser (Registration No: [Your Registration Number]), having his principal place of business at Plot – 27, Power Green City, Chilhati, Tia Zone, Bilaspur, Chhattisgarh, 495006, India, (hereinafter referred to as the "Investment Adviser").

AND:

[Client Name], residing at [Client Address], PAN: [Client PAN] (hereinafter referred to as the "Client").

1. SCOPE OF SERVICES

The Investment Adviser shall provide investment advice based on the Client's specific financial situation and risk profile. Services include financial planning, asset allocation, and recommendation of securities.

- a) The IA shall provide personalized investment advice based on the Client's Risk Profile.
- b) The advice shall be limited to securities/products as permitted under SEBI Regulations.
- c) No Execution: The IA will only provide advice; the execution (buying/selling) is the Client's sole responsibility

2. MOST IMPORTANT TERMS AND CONDITIONS (MITC)

- a) No Guaranteed Returns: The IA does not guarantee any returns or profits. All investments are subject to market risks.
- b) Direct Fee Payment: Fees shall only be paid to the IA's account or via the Centralized Fee Collection Mechanism (CeFCoM).
- c) Conflict of Interest: IA shall disclose any direct or indirect interest in recommended securities. No commissions shall be received from third parties for these recommendations.
- d) No Power of Attorney (PoA): The IA shall not ask for or take PoA or any access to the Client's demat/bank account.
- e) No Profit Sharing: Fees are strictly as per the agreed structure; no profit-sharing or contingency fees are allowed.
- f) Positive Consent: No transaction shall be initiated by the IA on behalf of the client. Advice must be followed by the client's own action.

3. FEE STRUCTURE & MODES (SEBI Capped)

The Client shall pay fees under one of the following modes:

Fixed Fee Mode: Maximum limit of ₹1,51,000 per annum per family.

Assets Under Advice (AUA) Mode: Capped at 2.5% of AUA per annum per family.

Advance Fees: Fees may be collected for up to one year in advance.

4. RISK PROFILING & SUITABILITY

Advice shall be provided only after a documented risk profiling of the Client. The Client agrees to provide accurate financial information to ensure suitable recommendations.

- a) The Client understands that "Investments are subject to market risks."
- b) Past performance is not a guarantee of future results.
- c) The IA has conducted the Risk Profiling of the client, and the client confirms the information provided is accurate.

5. USE OF ARTIFICIAL INTELLIGENCE (AI)

The Investment Adviser discloses that AI tools are used to the extent of [Specify: e.g., 0% / 20% for data analysis]. The IA remains solely with Manoj Kumar Kaushik

6. REFUND & TERMINATION

Termination: Either party may terminate by giving 30 days notice.

Refund: On termination, advance fees shall be refunded on a pro-rata basis for the unexpired period within 15 days.

7. DISPUTE RESOLUTION & GRIEVANCE

Internal Redressal: Complaints to be sent to manojkaush@gmail.com.

SEBI SCORES: If not resolved within 21 days, Client may use SEBI SCORES (scores.sebi.gov.in).

ODR Portal: Disputes may be referred to the SMART ODR Portal (smartodr.in) for online arbitration.

Definition of Family for Fee Capping:

As per SEBI (Investment Advisers) Regulations, the term 'Family' for the purpose of fee capping shall include the individual Client, their spouse, dependent children, and dependent parents. The Investment Adviser shall ensure that the total fees charged to the 'Family' unit do not exceed the regulatory limits prescribed by SEBI (i.e., ₹1,50,000 per annum for fixed fees or 2.5% of AUA per annum)."

Maintenance of Records and Audit Trail:

The Investment Adviser shall maintain a comprehensive audit trail and records of all interactions with the Client, including but not limited to risk profiling, suitability assessments, and specific investment recommendations. These records, whether in physical or digital format (digital logs for website/app-based advice), shall be preserved for a minimum period of five (5) years as mandated by SEBI. The Client acknowledges that such records shall be the primary evidence in case of any dispute or regulatory inspection."

8. DECLARATIONS

The IA declares that he does not receive any commission or remuneration from any product manufacturer/issuer for the advice given to the Client.

SIGNATURES:

Investment Adviser: _____

(Manoj Kumar Kaushik)

Client: _____

(Name: [Client Name])

CLIENT RISK PROFILING & SUITABILITY FORM

1. Personal Details:

*) Name: _____ Age: ____

*) Occupation: [Salaried / Self-Employed / Retired / Student]

*) Annual Income Range: [Below 5L / 5-10L / 10-25L / Above 25L]

2. Investment Objective:

*) Capital Appreciation (Growth)

*) Regular Income (Dividends/Interest)

*) Capital Preservation (Safety first)

3. Investment Horizon:

*) Short Term (Less than 3 years)

*) Medium Term (3 to 7 years)

*) Long Term (More than 7 years)

4. Risk Tolerance:

*) Low: I cannot see my principal amount decreasing. (Conservative)

*) Medium: I can digest 10-15% fluctuation for better returns. (Moderate)

*) High: I understand equity markets and can wait out big crashes. (Aggressive)

5. Financial Health:

*) Existing Investments: [Stocks / MF / FD / Real Estate / Gold]

*) Monthly Expenses: [As a % of income]

*) Dependents: [Number of family members dependent on you]

6. Declaration:

"I/We hereby declare that the information provided above is true to the best of my knowledge. I understand that my investment advice will be based on this profile."

Client Signature: _____