



INVESTMENT ADVISORY LETTER OF ENGAGEMENT

Between

And

Peace Valley Ventures Pvt Ltd.

SEBI RIA: INA000021012

IAASB Enlistment Number: 2332

	Client Details	Registered Investment Adviser Principal Officer Details
Name		Mukund Lahoty (Principal Officer)
Pan		AAPCP6710Q
Address		Z-188, First Floor, Naraina Industrial Area Phase - 1,
		Delhi - 110028
Phone		+91 9999885624
Email		mukund@turtlefinance.in

Signed by: Mukund Lahoty
eSigned using Aadhaar (digio.in)

A handwritten signature in black ink, appearing to be "Mukund Lahoty", written over a horizontal line.

Table of Contents

Terms and Conditions of the Letter of Engagement as per SEBI RIA Regulations, 2020	3
1. Appointment of the Investment Adviser:	3
2. Fee structure and Terms of Fees	3
4. Functions of the Investment Adviser	5
5. Investment objective and guidelines:	6
6. Risk Factors	6
7. Validity of advisory services	6
8. Amendments	6
9. Termination	7
10. Disclosures and Relationship with related parties	7
11. Representation to client	8
12. No conflict of interest:	8
13. Maintenance of accounts and confidentiality:	8
14. Liability of Investment Adviser	9
15. Representations and covenants	9
16. Death or Disability of client	9
17. Death or Disability of investment adviser	9
18. Settlement of disputes and provision for arbitration	9
19. Severability	10
20. Force Majeure	10
21. Governing law G Jurisdiction	10
22. Miscellaneous.	10
23. Disclaimer	10
24. Consent of the Client:	11
Signatures	11



This **Letter of Engagement (LOE)** is made on _____ and entered into by and between _____, hereafter referred to as the **Client** and **Peace Valley Ventures Private Limited**, registered with SEBI under SEBI Investment Advisor Regulations, 2013 vide Registration Number: **INA000021012**, hereafter referred to as the **Advisor** or the **Investment Advisor**.

Terms and Conditions of the Letter of Engagement as per SEBI RIA Regulations, 2020

1. Appointment of the Investment Adviser:

In accordance with the applicable laws, client, _____, hereby appoints, entirely at his/ her/ its risk, the Investment Adviser Peace Valley Ventures Pvt. Ltd. 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.

Declaration

The Client agrees and provides consent that:

- 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 mentioned as part of this LOE.

Mukund Lahoty, Principal Officer, Peace Valley Ventures Pvt. Ltd. declares that:

- As an Investment Adviser, we shall neither render any investment advice nor charge any fee until the client has signed this agreement.
- As an Investment Adviser, we shall not manage funds and securities on behalf of the client and that we 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.
- As an Investment Adviser, we shall not, in the course of performing our 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.

2. Fee structure and Terms of Fees

A fixed amount will be charged for creation of a Comprehensive Financial Plan (financial blueprint) and investment advice rendered covering all aspects of personal finance.

2.1 The quantum and manner of payment of fees for investment advice rendered.

The fees will be charged as per the following table:

Type of Advice	Fees Charged	Remarks
Personal Financial Planning + Investment Advice + Retainer for a year	total of	<i>Fixed charge for creation of Comprehensive Financial Plan and charges for financial advice for a year</i>

Signed by: Mukund Lahoty
eSigned using Aadhaar (digio.in)



Note:

1. After Signing of agreement and for Subsequent renewals the fees to be paid in advance.
2. As SEBI Registered Investment Adviser, Peace Valley Ventures Pvt. Ltd. will not be receiving commissions on any product.
3. Payment receipt shall be provided to the client confirming the payment once the fee collection is completed.

2.2 Payment of fees

The payment of fees shall be through a 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 accepted in cash.

**Should the client be unable to pay via an Indian bank account, the fees may be paid in USD using an appropriate medium with traceability of funds.*

3. Scope of Services

In accordance with the permitted activities under the IA Regulations, Peace Valley Ventures Pvt. Ltd., shall provide the client, the services as mentioned below:

3.1 The scope of the engagement under this contract are:

1. **Comprehensive Financial Plan** - Preparation of a Comprehensive Financial Plan (also called financial blueprint) that will consist of
 - a. Detailed risk profiling that will evaluate the financial risk the client can take and appropriately determine financial instruments for the client.
 - b. The specific objectives of the investment and financial planning needs of the Client.
 - c. Based on the financial needs and the risk profile, the plan shall detail the financial instruments and the amount and period of investment(s).
 - d. The plan shall include a financial management strategy, including financial projections and analysis.
 - e. The plan shall identify tax strategies that will optimize financial position.
 - f. Based on specific goals and objectives, goal based financial plans shall be determined.
 - g. The products and services that are in scope
 - i. Suggestions on structuring of equity, debt and mutual fund portfolios.
 - ii. Advice on assets such as
 - Equities stocks for research and analysis.
 - Mutual Fund investments.
 - Fixed Deposits and other debt instruments such as Public Provident Fund, Sukanya Samriddhi Scheme, National Pension Scheme, Postal Schemes.
 - Debt Mutual Funds
 - Gold ETF /bonds
 - Real Estate Investment Trusts
 - Any other instruments where client may invest
 - h. Life Insurance G Health Insurance Discussion - including determination of Life insurance needed as per expense approach method and income replacement method.

Signed by: Mukund Lahoty
eSigned using Aadhaar (digio.in)



- i. General Insurance - Advice on specific general insurance catering to Client's profession and needs.
- j. Determination of Real Estate investments if any.
- k. Suggestions on existing equity investments such as to continue or exit any stock.
- l. Determination of Retirement solutions.
- m. Credit Card Products
- n. Will and Estate Planning
- o. Any other topic related to financial advice as needed

Please note that any advice provided on products not regulated by SEBI shall not fall within the jurisdiction of SEBI and would be regulated by relevant bodies (IRDA, RBI etc.). For any the products and services not under the purview of SEBI, the services of IA do not come under regulatory purview of SEBI and that no recourse is available to client with SEBI for their grievances related to such products/services provided by the IA.

3.2 Out of Scope

The following products and services will not be part of the advice:

- a. Future and Options
- b. Forex trading
- c. Commodity trading
- d. Day Trading / speculative trading
- e. Cryptocurrency trading

4. Functions of the Investment Adviser

Functions, obligations, duties and responsibilities of the Investment Adviser with specific provisions covering, inter alia.

1. Terms of compliance with the Securities and Exchange Board of India (Investment Advisers) Regulations, 2013 and its amendments, rules, circulars and notifications.
2. Compliance with the eligibility criteria as specified under the Investment Adviser Regulations at all times.
3. Risk assessment procedure of the client including their risk capacity and risk aversion.
4. Providing reports to clients on potential and current investments.
5. Maintenance of records i.e. client-wise KYC, risk assessment, analysis reports of investment advice and suitability, terms and conditions document, related books of accounts and a register containing list of clients along with dated investment advice and its rationale in compliance with the Securities and Exchange Board of India (Investment Advisers) Regulations, 2013.
6. Provisions regarding audit as per the Securities and Exchange Board of India (Investment Advisers) Regulations, 2013.
7. Undertaking to abide by the Code of Conduct as specified in the Third Schedule of the Securities and Exchange Board of India (Investment Advisers) Regulations, 2013.

For client's reference, the link for SEBI RIA Regulations is at: [Securities and Exchange Board of India \(Investment Advisers\) Regulations, 2013 \[Last amended on August 03, 2021\]](#)

Signed by: Mukund Lahoty
eSigned using Aadhaar (digio.in)



5. Investment objective and guidelines:

1. The Investment Adviser shall consider the risk profile of the Client, cashflows, existing assets and liabilities and financial goals before providing any investment advice. Asset allocation, investment strategy and the time period for deployment shall also depend on such factors.
2. The Client understands that implementation of investment advice offered by the Investment Adviser shall result in income or capital gains that will be taxed as per extant tax laws.
3. The Investment Adviser shall recommend investments only in direct plans of mutual fund schemes. The Client agrees to use MFU as an investment platform as it eases the investment monitoring part in case of execution needed.
4. The Investment Adviser provides support for the implementation of the financial plan, but such support is limited to direct plans of mutual fund schemes. The Client is not under any obligation to avail such support and is free to implement the plan as he/ she wishes.

6. Risk Factors

1. Capital markets, including but not limited to real estate, equities, debt, derivatives, gold and other commodities, and mutual funds are inherently volatile, and their performance cannot be guaranteed. There is no assurance or guarantee that the objective of the investments will be achieved. There is no guarantee about the returns of the investment product.
2. There is a possibility of severe capital loss.
3. By investing in capital markets, based on the Investment Adviser's product recommendations or otherwise, the Client agrees that he/ she understands the risks involved in investing in capital markets.
4. Investments in mutual funds, securities and investment products are subject to market risk, credit risk and liquidity risks.
5. All calculations are based on certain assumptions and are subject to error. That can result in underfunding of any investment goal or objective.
6. The Investment Adviser is not liable for non-achievement of financial goals and performance of an investment.

7. Validity of advisory services

1. The agreement is valid for a period of twelve months from the date of signing the agreement.
2. The Agreement can be voluntarily/ mandatorily terminated or terminated due to non-payment of fees or for any other reason.

8. Amendments

The agreement may be amended by mutual and written consent of the parties. Either of the parties shall provide with thirty days written notice to the other, proposing the changes to this agreement or with the proposed revised agreement, which may or may not be accepted by such other party.

In case of mutual acceptance of the proposed amendments, the same shall be effective, generally from the date of such mutual acceptance. However, on mutual agreement, such amendments may be held effective from the date of issue of this LOE or renewed date of the agreement, whichever is later.

Signed by: Mukund Lahoty
eSigned using Aadhaar (digio.in)



In case of any party, not accepting the proposed amendments, the same shall not be effective and the agreement shall continue to be valid, subject to the agreement herein. However, either of the parties, not agreeing to such proposed amendments, may proceed for termination, subject to the terms of termination, agreed herein.

9. Termination

This Agreement may be terminated under the following circumstances, namely-

1. Voluntary / mandatory termination by the client.
2. Voluntary / mandatory termination by the Investment Adviser.
3. Suspension/Cancellation of registration of Investment Adviser by SEBI.
4. Any other action taken by another regulatory body/ Government authority.

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 also be required to give a 30 days prior written notice. In case of suspension of the certificate of registration of the IA, the client may be provided with the option to terminate the agreement.

In the event of termination of this Agreement, the fiduciary duties of the Investment Advisor will cease immediately for all the past advice and the past and future transactions done based on the past advice.

The Client understands that the Investment Adviser does not control any assets of the Client. In the event of termination of Agreement for any reason, the Client will not require support of the Investment Adviser to access any investments.

In the event of termination of this Agreement, refund shall be made on a pro rata basis.

10. Disclosures and Relationship with related parties

1. The Investment Adviser declares that it is carrying on its activities independently, at an arm's-length basis with its related parties.
2. The Investment Adviser declares that he shall disclose any conflicts that may arise in the future.
3. The Investment Adviser declares that it maintains an arms-length relationship between its activities as an investment adviser and other activities. Such arm's length relationship shall be maintained throughout the tenure of advisory service.
4. The Investment Adviser shall not provide any distribution services.
5. The family / related parties of the Investment Adviser shall not provide distribution services to the Client advised by the Investment Adviser, for securities and investment products.
6. The Investment Adviser declares that he shall not provide investment advisory services for securities and investment products to the Client, for which he/ she is receiving distribution services from other family members of the Investment Adviser.
7. The Client understands that the Investment Adviser provides support for the implementation of the financial plan, limited to direct mutual funds. The Client is not under any obligation to avail such support and is free to implement the plan as he/ she wishes.
8. The Client understands that the Investment Adviser or his relatives shall be holding the financial products or securities which are the subject matter of advice.
9. All assets will be held by the Client directly. The Adviser will not receive nor retain nor control any of the Client's assets. The Investment Adviser shall only act as an adviser to the Client.
10. In case of any use of Artificial Intelligence (AI) tools for our investment advisory services, we shall be solely responsible for the security, confidentiality, and integrity of the client data, use

Signed by: Mukund Lahoty
eSigned using Aadhaar (digio.in)



of any other information or data to arrive at investment advice, investment advice based on output of AI tools and compliance with any law for the time being in force. Further, we shall disclose to client,, from time to time, as may be applicable, the extent of use of AI tools in providing investment advice.

11. Representation to client

a. We shall inform you, prior to undertaking any actions in relation to the securities or investment product advised by us and you agree to consent and permit for the same. In case, you have any objection in our undertaking such actions in relation to the securities or investment product advised by us, you shall notify us immediately.

b. The investment advisor shall not enter into transactions on our own accounts which are contrary to advice given to you for a period of fifteen days from the day of such advice. Provided that during the period of such fifteen days, if we are of the opinion that the situation has changed, then we may enter into such a transaction on our own accounts after giving such revised assessment to you at least 24 hours in advance of entering into such transaction.

c. You agree that the advice given to you is subject to a specific set of factors including the client-profile, risk-profile, goals, market conditions and others, and such set of factors differ for different persons including us. Therefore, you agree to consent and permit that I may enter into transactions on my own account which may be contrary to our advice given to you. In case, you need any confirmation or clarification or have any objection in our such transactions or holding or position, you shall notify us immediately.

No right to seek Power of Attorney

The Investment Adviser shall not seek any power of attorney or authorizations from the Clients for implementation of investment advice.

MITC

The standardized Most Important Terms and Conditions (MITC) for Investment Advisors, as issued by SEBI (or under its authority) mentioned in Schedule-A, shall form part of this Agreement, and shall be read along with it.

Employees / Associates involved in Financial Advice to Client

Any employee / associate engaging with the client for specialized services related to investment advice and financial planning would do so with explicit consent of the investment advisor. The advisor will ensure such a person has adequate qualifications as described in SEBI guidelines. The investment advisor will bear the responsibility for any such advice under the terms of this agreement.

12. No conflict of interest:

The Investment Adviser declares that he will disclose all conflicts of interest as and when they arise and not derive any direct or indirect benefit out of the Client's securities/ investment products.

13. Maintenance of accounts and confidentiality:

1. Investment Adviser shall be responsible for maintenance of client accounts and data as mandated under the Securities and Exchange Board of India (Investment Advisers) Regulations, 2013.

Signed by: Mukund Lahoty
eSigned using Aadhaar (digio.in)



2. No information about the Client will be disclosed by the Investment Advisor (RIA) to external parties except as required or allowed for by the extant laws or to meet regulatory compliance or with client's express consent.
3. As part of mandatory KYC check, PAN number will be queried against KRA sites such NDML or CDSL to determine the KYC status.
Link of NDML site is https://kra.ndml.in/kra-web/jsps/pos/KYCClientInquiry_NEW.jsp.
4. Additional KYC Checks in NDML/CDSL will be made as per existing regulations.
5. If the Client takes support from the Investment Adviser for investment in direct plans of mutual fund schemes or copies Investment Adviser's registration code in mutual fund transactions, the data feeds for such services received by the Investment Adviser from Registrar and Transfer Agencies (RTAs) shall be uploaded in third party cloud based servers for analysis and portfolio tracking.

14. Liability of Investment Adviser

The Investment Adviser shall not incur any liability by reason of any loss, which the 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.

15. Representations and covenants

The Investment Adviser shall ensure compliance with the eligibility criteria for the Investment Adviser, the principal officer and the persons associated with investment advice as specified under the Investment Adviser Regulations at all times throughout the validity of the advisory service.

16. Death or Disability of client

1. The Client understands that services provided to the Client are personal to him/ her and that the Client cannot assign the right to receive services or the benefits or burdens thereof to any other person.
2. In the event of Death of the Client or any disability to the Client that renders him unable to receive services under this Agreement, the Agreement will stand terminated from the date the Investment Adviser is intimated about the event. The Investment Adviser shall be responsible for the refund of fees, if any, to the Client's family. The person legally succeeding the Client (limited only to spouse G children for the scope of this Agreement) shall reach out to the Investment Advisor (RIA) to inform him about the event and enter into a fresh agreement which is in line with their possibly different risk profile and distinct financial goals.
3. The Client understands it is his/ her responsibility to keep the family members informed about his/ her investments and the relationship with the Investment Adviser.

17. Death or Disability of investment adviser

1. The Client understands that the Investment Advisor (RIA) currently operates in non-individual capacity. In the event of the death of the Principal Officer or any disability that renders the Investment Advisor (RIA) unable to discharge services under this Agreement, the advisor shall inform the Client about the event.
2. The event shall be considered Termination of Agreement by the Investment Adviser. The advisor shall be responsible for refund of fees, if any, to the Client.

18. Settlement of disputes and provision for arbitration

1. The Investment Adviser does not guarantee performance of any of the products recommended. All the recommendations are based on past data, the Investment Adviser's interpretation of the product features and are given in good faith. The Investment Adviser



- shall not be responsible for any damage, financial or otherwise, caused due to any of the Client's actions based on his recommendations.
2. The Investment Adviser offers investment advice to the Client after accounting for Client's risk profile, financial goals, and suitability of financial products. The Client is free to follow or to disregard, in whole or in part, any recommendations that Investment Advisor makes.
 3. If the Client has any grievance, he/ she can write to mukund@turtlefinance.in. The Investment Adviser shall resolve the grievance within 2-4 weeks or within timelines specified by SEBI, whichever is earlier. If not satisfied, the Client can lodge a complaint with SEBI at <http://scores.gov.in/>.
 4. The grievances of the Client pertaining to financial products in which investments have been made based on investment advice by the Investment Adviser shall fall within the purview of the regulator of such financial products.
 5. Additionally, the client can also visit <https://smartodr.in/login> to login complaints specific to the agreement or advise.
 6. You may note the regional address of SEBI office of Delhi at <https://www.sebi.gov.in/>
 7. Any dispute between the Client and the Investment Adviser may be resolved through arbitration or through an Ombudsman authorized or appointed for the purpose by any regulatory authority, as applicable.
 8. The Client and the Investment Advisor (RIA) agree that if any controversy arises in connection with any Services provided under this Agreement, such controversy shall be under the jurisdiction of Delhi.

19. Severability

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

20. Force Majeure

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

21. Governing law & Jurisdiction

The negotiations between the Parties and the terms of this Agreement shall be governed by and construed in accordance with the laws of India. The parties, hereto consent to the jurisdiction of the Courts of Delhi, India

22. Miscellaneous.

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

23. Disclaimer

- a) The investment adviser has entered a contractual arrangement with **different vendors**, whereby such vendors offer comprehensive technological solutions, infrastructure, payment infrastructure for foreign payments with traceability, and support for back-office operations, as well as related processes. Further few qualified partners also help the investment advisor with their expertise to help the investment advisor's client with matters related to personal finance not falling under the purview of SEBI these include (but are not limited to) tax planning, estate planning, insurance products advisory, credit card advisory.

Signed by: Mukund Lahoty
eSigned using Aadhaar (digio.in)



- b) The investment advisor is in legal partnerships with the vendors as mentioned above with agreements bound by SEBI regulations. There will be no fee charged to the client by these vendors for availing their services within the scope of this agreement.
- c) The investment advisor may also optionally provide a mechanism to facilitate transactions based on the recommendations provided to the client through such vendors. It's important to note that the investment advisor would not receive any form of commission, fees, or remuneration from its vendors for these services. The client retains complete freedom to utilize the service at their own discretion. *No vendor is authorized to charge the client any separate fees for such services which are within scope of this agreement.*
- d) The magnitude of the work of vendor partner will be limited to look after the operational management of the investment advisor by assisting them with technology for data collection, non-sensitive client communications through call or chat platforms, creating platform for risk assessment of the client as required by the advisor, measuring the success and sentiment of clients through feedback surveys. However, few specialist partners shall be involved in providing financial advisory as per the needs of the client. Such advice will not be chargeable separately and would be discharged by qualified experts.
- e) Few vendors shall also enable the investment advisor to coordinate specialized advisory services for their clients through qualified professionals on a fiduciary basis if needed. This shall only include advice on products not regulated by SEBI. Cost for all such advisory services falling under this purview would be borne by the investment advisor.
- f) The client acknowledges and confirms that the investment has the right to engage agents and/or third-party vendors to perform the necessary actions mentioned in relation to the provision of services. The client provides consent for the authorized agents/third-party vendors appointed by the service provider to access and handle account-related information as required.

24. Consent of the Client:

This LOE is subject to your consent, indicating your agreement to the following statements.

I/We have read and understood the terms and conditions of Investment Advisory services provided by the IA along with the MITC as mentioned in Annexure A, fee structure and mechanism for charging and payment of fee. Based on my/our written request to the IA, an opportunity was provided by the IA to ask questions and interact with person(s) associated with the investment advice.

Further I declare, that for any products /services provided by the IA that do not fall under the regulatory purview of SEBI, any grievance redressal would not be possible from SEBI and I would need to approach the relevant body (RBI / IRDA etc. as applicable).

Signatures

Signed by: Mukund Lahoty
eSigned using Aadhaar (digio.in)



Mukund Lahoty, Principal Officer

[Client]

SEBI RIA: INA000021012

[Peace Valley Ventures Pvt. Ltd.]

Annexure A

Most Important Terms and Conditions (MITC)

In accordance to SEBI Circular No. SEBI/HO/MIRSD/MIRSD-PoD/P/CIR/2025/19 dt. February 17, 2025 and further updated by SEBI Circular No. SEBI/HO/MIRSD/ MIRSD-PoD/P/CIR/2025/48 dt. April 2, 2025.

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:

(i) 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.

(ii) 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.

(iii) The fee limits do not include statutory charges.

(iv) The fee limits apply only for investment advice related to securities under purview of SEBI.

(v) 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.

Note: These fee related provisions do not apply to a non-individual client / accredited investor.

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.

Signed by: Mukund Lahoty
eSigned using Aadhaar (digio.in)



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 endeavor 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 or following contact details:

[# Entry: Fill up the following Table]

Details of designation	Contact person Name	Address	Mobile	Email	Working hours
Customer Care	Raj Ahuja	Z-188, Naraina Industrial Area, Delhi - 110088	+91 9535507833	raj@turtlefinance.in	9AM – 6PM
Head of Customer Care	Raj Ahuja	Z-188, Naraina Industrial Area, Delhi - 110088	+91 9535507833	raj@turtlefinance.in	9AM – 6PM
Compliance Officer	Raj Ahuja	Z-188, Naraina Industrial Area, Delhi - 110088	+91 9535507833	raj@turtlefinance.in	9AM – 6PM
CEO	Raj Ahuja	Z-188, Naraina Industrial Area, Delhi - 110088	+91 9535507833	raj@turtlefinance.in	9AM – 6PM
Principal Officer	Mukund Lahoty	Z-188, Naraina Industrial Area, Delhi - 110088	+91 9999885624	mukund@turtlefinance.in	9AM – 6PM

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.

Signed by: Mukund Lahoty
eSigned using Aadhaar (digio.in)



Annexure B

Fees example - Illustration(s) on how the fee will be determined

Tentative Schedule

Date	Event	Advice Rendered	Fees Charged
Comprehensive Financial Planning			
Date of Agreement	Agreement Sign off	Understanding of the problem statement and client's financial needs & goals at a high level.	
Date as mutually agreed	Follow-up discussions on any matter related to personal finance	Any questions, follow-ups	No Charges

turtle

Signed by: Mukund Lahoty
eSigned using Aadhaar (digio.in)



Annexure C
Risk Proffiling

Qualitative

The risk profiling was conducted on

Demographic Data						
What is your age	Marital Status	Daughters	Sons	Dependent Parent	Dependent Parent-in-laws	Dependent Siblings
High Level Financial Details	<i>monthly</i>					
What is your source of Income	Income of Parents	What is your current monthly Income	What is the current monthly expenses	What is the approx sum of your overall investment (total of EPF/Mutual Funds/PPF, FD etc)	What is the sum total of all your EMIs (monthly numbers)	

Signed by: Mukund Lahoty
eSigned using Aadhaar (digio.in)



Quantitative

Based on the risk score as per the table below

0	Conservative
19	Moderate
30	Aggressive

#	Question	Answer	Score
1	What is your Investment horizon? How long can you keep your money invested in the market before needing access to it?		
2	The Age group you belong to		
3	How well do you understand investing in the markets, - equity markets		
4	My current and future income sources (example: salary, business income, investment income etc) are		
5	From the following 5 possible investment scenario, please select the option which defines your investment objective?		
6	If your investment outlook is long - term (more than five years), how long will you hold on to a poorly performing portfolio before cashing in?		
7	If a few months after investing, the value of your investments declines by 20%, what would you do?		
8	What percentage of your income goes in settling liabilities like loans?		
Total Score			

The client is classified as an _____ investor.

The ideal portfolio for such customers will be

-
-
-
-

