



Investor Charter in Respect of Portfolio Management Services

This investor charter has been prepared in accordance with the provisions as prescribed by the SEBI in its master circular no. SEBI/HO/IMD/IMD-POD-1/P/CIR/2023/38 dated March 20, 2023, with a view to enhance awareness of investors about the various activities which an investor deals with while availing the services provided by Grey Sky Capital Private Limited (Grey Sky Capital / PMS Provider / Portfolio Manager) which is as placed below.

A. Vision and Mission Statements

Vision:

To implement diligently researched, customized investment strategies which help investors achieve long-term financial goals in a risk-appropriate manner.

Mission:

To provide high-quality Portfolio Management Services (PMS) for wealth creation through skill, integrity, transparency, and accountability, while safeguarding investor interests in accordance with SEBI regulations.

B. Details of Business Transacted with Investors

- Conduct appropriate risk profiling of investors and collect all necessary KYC/AML documentation.
- Provide full disclosure documents and PMS agreement before account opening.
- Execute the client agreement, open a demat and bank account in the client's name (where required), and map accounts with the custodian.
- Invest and manage portfolios as per discretionary or non-discretionary PMS agreement, using machine learning/factor-based quantitative strategies for stock selection.
- Regular client communication on portfolio performance, transactions, and account statements, at least quarterly, and provide an audited annual account statement



C. Details of Services Provided and Estimated Timelines:

i. Discretionary & Non-Discretionary Portfolio Management Services (PMS):

Under these services, all an investor has to do is to give his portfolio in any form i.e. in stocks or cash or a combination of both. The minimum size of the portfolio under the Discretionary and/ or Non-Discretionary Funds Management Service should be Rs.50 lakhs as per the current SEBI Regulations. However, the PMS provider reserves the right to prescribe a higher threshold product-wise or in any other manner at its sole discretion. The PMS provider will ascertain the investor's investment objectives to achieve optimal returns based on his risk profile. Under the Discretionary Portfolio Management service, investment decisions are at the sole discretion of the PMS provider if they are in sync with the investor's investment objectives. Under the Non-Discretionary Portfolio Management service, investment decisions are taken at the discretion of the Investor.

ii. Investment Advisory Services: -

Under these services, the Client is advised on buy/sell decisions within the overall profile without any back-office responsibility for trade execution, custody of securities or accounting functions. The PMS provider shall be solely acting as an Advisor to the Client and shall not be responsible for the investment/divestment of securities and/or administrative activities on the client's portfolio. The PMS provider shall act in a fiduciary capacity towards its Client and shall maintain arm's length relationship with its other activities. The PMS provider shall provide advisory services in accordance with guidelines and/or directives issued by the regulatory authorities and/or the Client from time to time in this regard.

iii. Client On-boarding

- 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 and
- d. Mapping the said demat account with Custodian.



iv. 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.

v. Fees and Expenses

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

vi. Closure and Termination

Upon termination of the 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.

vii. Grievance Redressal

Addressing in a time bound manner investor's queries, service requests and grievances, if any, on an ongoing basis

Timelines of the services provided to investors are as follows:

SNo	Service / Activity	Timeline
1	Opening of a PMS account (including demat account) for residents.	7 days from 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 a PMS account (including demat account) for non-individual clients.	14 days from 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 a PMS account (including demat account, bank account and trading account) for non-resident clients.	15 days from 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 nominees should happen along with account opening, therefore turnaround time should 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 accounts 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.	At the time of client signing the agreement; this information should be a part of the account opening form and disclosure document.
8	Disclosure about latest net worth of Portfolio Manager and total	Disclosure of Portfolio Manager's total AUM - monthly to SEBI Disclosure of latest



	AUM.	net worth should be done in the disclosure document whenever there are any material changes.
9	Intimation of type of a PMS account – discretionary.	At the time of client signing the agreement; this information should be a part of the account opening form.
10	Intimation of type of a PMS account - non discretionary.	At the time of client signing the agreement; this information should be 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 the client signing the agreement; this information should be 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 the client signing the agreement; this information should be a part of the account opening form.
13	Copy of executed PMS agreement sent to the client.	Within 3 days of client request.
14	Frequency of disclosures of available eligible funds.	All details regarding client portfolios should be shared quarterly (point 26).
15	Issuance of funds and securities balance statements held by a client.	This data should 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 should be 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 should be 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 should be 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 should be a part of the account opening form.
23	Intimation of tenure of portfolio investments.	Indicative tenure should be disclosed at the time of client signing the agreement; this information should be a part of the account opening form.
24	Intimation clearly providing restrictions imposed by the investor on Portfolio Manager.	Negative list of securities should be taken from the client at the time of client signing the agreement; this information should be a part of the account opening form.
25	Intimation regarding settling of client funds and securities.	Settlement of funds and securities is done by the Custodian. The details of clients' funds and securities should be sent to the clients in the prescribed format not later than on a quarterly basis.
26	Frequency of intimation of transactions undertaken in a portfolio account.	Not later than on a quarterly basis or upon clients' request.



27	Intimation regarding conflict of interest in any transaction.	The Portfolio Manager should provide details of related party transactions and conflict of interest in the Disclosure Document which should be available on the website of the Portfolio Manager at all times.
28	Timeline for providing disclosure documents to investors.	The latest disclosure document should be provided to investors prior to account opening and the latest disclosure documents should be available on the 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 21* days, subject to all the information required to redress the complaint is provided by the complainant to the Portfolio Manager

Notes:

1.The number of days in the above timelines indicate clear working days

*The 30 days timeline for redressing grievances has been reduced by SEBI to 21 Calendar days through SEBI Circular no: SEBI/HO/OIAE/IGRD/CIR/P/2023/156.

D. Investor Grievance Redressal Mechanism

Name, Address and Telephone Number of the Investor Relation Officer, who shall attend to the investor queries and complaints.

Name: Apurv Anand (Compliance Officer)

Address: A305, Nagarjuna Greenridge Apartments, 27th Cross, 19th Main, Sector 2, HSR Layout Bangalore-560102

Designated email id: grievances@greysky.capital



The Investment Relation Officer(s) will be the interface between the Portfolio Manager and the Client and be responsible for redressing the grievances of the Clients.

Level 1: Redressal by Compliance Officer

The Compliance Officer at the corporate office receives and addresses all investor grievances (hard copy or soft copy), which are preserved in a dedicated Register of Grievance.

All grievances must be resolved within 21 working days from the date of receipt.

Level 2: SEBI SCORES Platform

If the grievance is unresolved or the investor is not satisfied with the outcome, they may lodge a complaint with SEBI through the SCORES platform (<https://scores.sebi.gov.in/>).

Level 3: SEBI ODR Portal

If still unresolved, investors can initiate online dispute resolution through the ODR portal (<https://smartodr.in/login>), provided the dispute is not already under consideration with SEBI, in any court, tribunal, or as per legal/arbitral restrictions.

Investors may also directly approach the ODR Portal if the Portfolio Manager's resolution is not satisfactory or timelines are breached.

E. 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 the 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 the 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.