

## DISCLOSURE DOCUMENT

### KEY INFORMATION AND DISCLOSURE DOCUMENT FOR INVESTMENT ADVISORY SERVICES UNDERTAKEN BY ACUITAS CAPITAL ADVISORS PRIVATE LIMITED

ACUITAS CAPITAL ADVISORS PRIVATE LIMITED,  
Corporate Investment Adviser Registration no. INA000003957

**Validity of Registration:** Dec 29, 2015– Perpetual

**Type of Registration:** Non-Individual

**Address:** 101 Maker Chambers III, Plot No 223, Nariman Point, Mumbai - 400021

**Contact:** +912261120100 / +912261120102

**Principal Officer:** Mr. Dinesh Vaswani (Call: +912261120102)

E-mail: [dinesh@acuitascapital.in](mailto:dinesh@acuitascapital.in))

**SEBI Regional Office:** SEBI Bhavan, Plot No. C-4 A, G Block, Bandra Kurla Complex, Bandra East, Mumbai 400 051.

- *The purpose of the Disclosure Document is to provide essential information about the investment advisory services in a manner to assist and enable the investors in making decisions for engaging an investment advisor.*
- *The necessary information about the Investment Advisor is disclosed in this Disclosure Document and the investor should carefully read the entire Disclosure Document and is advised to retain the Disclosure Document for future reference.*
- *Investors may also seek further clarifications or obtain any further changes pursuant to reading this Disclosure Document from the service provider. The name, phone no., e-mail address of the Compliance Officer so designated by the Investment Advisor is set out below:*

**Name of the Compliance Officer: Ms. Veronica Lobo**

**Phone: +912261120100/ +912261120102 -**

**Email: [ea@ acuitascapital.in.in](mailto:ea@acuitascapital.in.in)**

**Website: [www. acuitascapital.in](http://www.acuitascapital.in)**

## **1. DISCLAIMER**

This Disclosure Document has been prepared *inter-alia* in pursuant to regulation 18 of the Securities and Exchange Board of India (Investment Advisers) Regulations, 2013. This Disclosure Document has neither been approved nor disapproved by SEBI, nor has SEBI certified the accuracy or adequacy of the contents of this Disclosure Document. This Disclosure Document is not for public distribution and has been furnished to you solely for your information and may not be reproduced or redistributed to any other person.

## **2. BACKGROUND OF INVESTMENT ADVISOR**

### **(a) History, Present Business and Background**

The Company has been incorporated on April 29, 2010 under the Companies Act, 1956 and operates out of its office in Nariman Point, Mumbai and provides only investment advisory services across various asset classes to the clients. The investment advisory is provided through Acuitas Capital Advisors Private Limited (ACAPL), having all the requisite infrastructure facilities to provide such services. ACAPL is registered with SEBI as an Investment Advisor under SEBI (Investment Advisor) Regulations, 2013 having registration No. INA000003957.

### **(b) Promoters, directors and their background**

Dinesh Vaswani is the founder and Managing Director of Acuitas Capital Advisors.

Dinesh has over twenty-five years' experience both investing in and operating companies in India and the U.S. Dinesh was a Managing Director at Temasek Holdings, where he led investments in both private as well as public companies across a range of industries including infrastructure, real estate, hospitality and business process outsourcing. He also established Bessemer Venture Partners' operations in India and led investments in the financial services, auto components

and hospitality industries.

Dinesh's operating experience includes as a start-up entrepreneur in Silicon Valley, as the CEO of Blue Star Infotech's US operations, as the founding head of IT at Blue Star and as a consultant with Andersen Consulting (now Accenture).

He has served on a number of boards of public and private companies including Firstsource (an ICICI group company), Mindtree, Venture Infotech and Borosil.

Dinesh holds an MBA from the Wharton School of Business and a BBA cum laude from the University of Texas at Austin. He is a former Chair of the Bombay Chapter of the Young President's Organization (YPO), was a founding board member of the US-India Venture Capital Association as well as a TiE Silicon Valley Charter Member.

Dinesh has authored articles or been featured in media within and outside India including CNBC, Mint, The Economic Times, Outlook Business, and Business World. He has also been a panelist or speaker at a number of conferences and seminars including FICCI, Private Equity India Summit, The Owners Forum and YPO/WPO.

Dinesh is supported by a highly qualified team of analysts from premier educational institutions and companies, with deep experience and expertise in financial markets.

#### **4. DISCIPLINARY HISTORY**

- (a) No penalties / directions have been issued by SEBI under the SEBI Act or Regulations made there under against ACAPL
- (b) There are no pending material litigations or legal proceedings, findings of inspections or investigations for which action has been taken or initiated by any regulatory authority against ACAPL or its Directors, or employees.

#### **5. SERVICES OFFERED AND TERMS**

- (a) ACAPL provides non-binding investment advisory services to its Clients, including but

not limited to advice relating to investing in, purchasing, selling or otherwise dealing in securities or investment products, and advice on investment portfolio containing securities or investment products, whether written, oral or through any other means of communication for the benefit of the client.

(b) The investment advisory services offered would include:

- i) advice to the clients relating to investing, purchasing, selling or dealing in securities or investment products/asset classes such as shares, debentures, bonds, securities instruments, structured products, PMS, units of MF/AIF/REIT/InvIT/ETF, private equity, alternative asset class such as real estate, commodities, angel investment, offshore investment etc. based on the risk profile and overall needs;
- ii) advice on investment portfolio containing or any other investment product suitable to the client's needs and on-going monitoring, periodic review, asset allocation and financial planning including analysis of clients financial position, identification of its financial goals and developing and recommending financial strategies to realise such goals;
- iii) Any other services incidental to the above.

(c) While ACAPL renders investment advisory services, the discretion to execute the transactions and responsibility for execution/settlement of the transactions will be solely with the Client.

## **6. DISCLOSURES PERTAINING TO POTENTIAL CONFLICT OF INTEREST**

(a) Client understands that subject to the applicable laws, ACAPL may give advice or take action in performing its duties to other clients, or for its own accounts, that may or may not differ from advice given to or acts taken for the Client. The Investment Advisor is not obligated to recommend to the Client, any security or other investment that the Investment Advisor may buy, sell or recommend for any other client or for its own accounts.

(b) While ACAPL will try to avoid conflicts of interest with its advisory services at all times, without guarantees. ACAPL will inform clients should any such conflicts

arise.

- (c) ACAPL assists clients in execution of investments without charging any fees for the same

**However, the Client shall not be under any obligation to avail execution services from ACAPL**

## **7. NATURE OF COSTS AND EXPENSES FOR CLIENTS**

Fees and charges relating to investment advisory services are referred to in the Investment Advisory Services Agreement.

## **8. INVESTOR SERVICES**

- (a) **Contact Information for client queries and complaints:** Telephone number and email ids of the Clients relations officer who shall attend to the Client queries and complaints.

**Phone:** +912261120102

**Email:** [dinesh@acuitascapital.in](mailto:dinesh@acuitascapital.in)

The official mentioned above will ensure prompt services. The Investment Advisor will ensure that this official is vested with the necessary authority, independence and the wherewithal to handle client queries and complaints and undertake all reasonable efforts to ensure its timely resolution.

- (b) **Escalation for Client Grievances and Dispute Settlement Mechanism**

The Investment Advisor has put in place a dedicated system for addressing all complaints regarding service deficiencies or causes for grievance, for whatever reason, in a reasonable and prompt manner. For this purpose, it has enabled a following escalation matrix for expeditious grievance redressal if the Client is not satisfied with the response:

**Compliance Officer:**

**Name:** Ms. Veronica Lobo

**Phone:** +912261120100/

+912261120102

**Email:** [eaacuitascapital.in](mailto:eaacuitascapital.in)

**Principal Officer:**

**Name:** Mr. Dinesh Vaswani

**Phone:** +912261120102

**Email:** dinesh@acuitascapital.in

If the Client continues to remain dissatisfied with the remedies offered or the stand taken by the Investment Advisor, the Client may approach the regulator under whose purview the product is being regulated.

Any grievances may be registered using the SCORES link below:-

<https://scores.gov.in/scores/complaintRegister.html>

or you may also write to any of the offices of SEBI. For any queries, feedback or assistance, please contact SEBI Office on Toll Free Helpline at 1800 22 7575 / 1800 266 7575.

ODR Portal could be accessed, if unsatisfied with the response. Your attention is drawn to the SEBI circular no. SEBI/HO/OIAE/OIAE\_IAD-1/P/CIR/2023/131 dated July 31, 2023, on “Online Resolution of Disputes in the Indian Securities Market”.

A common Online Dispute Resolution Portal (“ODR Portal”) which harnesses conciliation and online arbitration for resolution of disputes arising in the Indian Securities Market has been established. ODR Portal can be accessed via the following link below:-

<https://smartodr.in/>

**(c) ARBITRATION**

- (i) In the event a Dispute arises out of or in relation to or in connection with this Agreement, the Parties (the “Disputing Parties”) shall attempt in the first instance to resolve such Dispute through amicable consultations between the Disputing Parties. If the Dispute is not resolved through such consultations within 21 (twenty-one) Business Days from the date of such dispute (or such longer period as the Disputing Parties may be agree to in writing) then either of the Disputing Parties may agree to in writing to each other refer the dispute to an arbitral tribunal comprising of 3 (three) arbitrators, out of which each Party shall appoint 1 (one) arbitrator and both the arbitrators appointed by the Parties shall appoint a third arbitrator who shall be the chairman of the arbitral tribunal. In case of disagreement between the 2 (two) arbitrators to appoint the third arbitrator, the third arbitrator shall be appointed in accordance with the Arbitration and Conciliation Act, 1996. The Arbitration proceedings shall be governed by the Arbitration and Conciliation Act, 1996.

- (ii) The arbitration will be conducted as follows:
- (a) The seat and venue of the arbitration shall be Mumbai; Maharashtra and the arbitral proceedings shall be conducted in the English language.
  - (b) The Arbitral Tribunal's award shall be substantiated in writing.
  - (c) The Arbitration award shall be final and binding on the Disputing Parties and the Disputing Parties agree to be bound thereby and act accordingly.
  - (d) The Arbitral Tribunal may award to a Disputing Party that substantially prevails of the merits, its costs and expenses (including fees of its counsel).
  - (e) Without prejudice to and subject to the indemnification provisions in this Agreement, the Parties shall equally bear the costs incurred in the arbitration unless otherwise awarded or fixed by the arbitral tribunal.
  - (f) The Disputing Parties shall co-operate in good faith to expedite, to the maximum extent practicable, the conduct of any arbitral proceedings commenced pursuant of this Agreement.

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